

AGENDA
GIG HARBOR CITY COUNCIL MEETING
Monday, February 13, 2023 – 5:30 p.m.
Council Chambers

This meeting may also be accessed through Zoom at <https://zoom.us/j/93216056382> or by calling (253) 215-8782 and entering Meeting ID 932 1605 6382. Please see the Public Comment & Decorum section at the end of this agenda for information on options to make public comment.

CALL TO ORDER/ROLL CALL

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGMENT

Before we begin this Council Meeting we would like to recognize that we are gathered on not only the ancestral and traditional lands of the sx̣wəbabč band of the Puyallup Tribe of Indians, but also on the site of one of the largest and longest standing historic villages of their people, the original inhabitants of the Gig Harbor area.

CHANGES TO THE AGENDA

CONSENT AGENDA

1. City Council Minutes

Documents:

[City Council Study Session Minutes - January 19, 2023.pdf](#)
[City Council Minutes - January 23, 2023.pdf](#)
[City Council Study Session Minutes - January 26, 2023.pdf](#)

**2. Small Public Works Contract Award for Well #5 & #6
Maintenance Project**

Documents:

[AGENDA BILL Well 5 and 6 Maintenance Project.pdf](#)

**3. Professional Services Contract Amendment #2 for 38th Ave
Half-Width-Roadway Improvements Phase 2– 56th Street
Intersection**

Documents:

[AGENDA BILL 38th Ave Half-Width-Roadway Improvements Phase 2.pdf](#)

4. Interagency Agreement with Dept. of Commerce for Middle

Housing Grant

Documents:

[AGENDA BILL Middle Housing Grant Interagency Agreement.pdf](#)

5. Professional Services Contract for 2024 Comprehensive Plan Update

Documents:

[AGENDA BILL SCJ Alliance Comp Plan Update.pdf](#)

6. Professional Services Contract with the Gig Harbor Chamber of Commerce for Publication of the 2023 Visitors' Guide

Documents:

[AGENDA BILL Visitors Guide.pdf](#)

7. Appointment of Patsy Irwin, Miriam Battson, and Carrienne Ekberg to the Lodging Tax Advisory Committee

Documents:

[AGENDA BILL LTAC Appointments.pdf](#)

8. Approval of Vouchers

Check numbers 99718 through 99840 and ACH payments are approved for payment in the amount of \$1,502,701.03.

9. Approval of Payroll for the Month of January

Checks #8380 through #8381 and direct deposit transactions in the total amount of \$542,868.65.

MAYOR'S REPORT

CITY ADMINISTRATOR'S REPORT

PUBLIC COMMENT ON NON-AGENDA ITEMS

NEW BUSINESS

1. First Reading of Ordinance 1508 Amending GHMC 9.24 Relating to Alcohol in Parks and Park Operating Hours

Suggested Motion: None.

- a) Report: Parks Manager Jennifer Haro
- b) Clarifying questions from Council
- c) Public comment
- d) Council deliberation and action

Documents:

2. Public Hearing: First Reading of Ordinance 1507 Related to Short-term Rentals

Suggested Motion: None.

- a) Report: Community Development Director Carl de Simas
- b) Clarifying questions from Council
- c) Public hearing
- d) Council deliberation and action

Documents:

[AGENDA BILL Ordinance 1507.pdf](#)

[Public Hearing Comments Received as of February 10.pdf](#)

[Public Hearing Comments Received as of February 13.pdf](#)

COUNCIL REPORTS / COMMENTS

ANNOUNCEMENT OF UPCOMING MEETINGS

Documents:

[Upcoming City Meetings.pdf](#)

[City of Gig Harbor Two-Year Strategic Plan 2022-2023.pdf](#)

ADJOURN

PUBLIC COMMENT & DECORUM

The City Council desires to allow a maximum opportunity for public comment.

However, the business of the City must proceed in an orderly, timely manner. The purpose of a Council meeting is to conduct the City's business; it is not a public forum.

Speakers will be allotted 3 minutes per individual, unless revised by the Mayor. In-person comments shall be made from the microphone, first giving the speaker's name and address. When there are 30 seconds remaining, a yellow light will alert you to summarize your comments. At the end of your comments, the light will turn red and you will hear a beep signifying the end of your comment period. Anyone making "out of order" comments may be subject to removal from the meeting.

Public comment may be made remotely via Zoom or by phone 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 she 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 making oral comment, written comments may be submitted to the City Council at mayorandcouncil@gigharborwa.gov.

All remarks shall be addressed to the Council as a body and not to any specific councilmember. All speakers shall be courteous in their language and deportment and shall not engage in or discuss or comment on personalities or indulge in derogatory remarks or insinuations with regard to any councilmember, the Mayor, or any member of the staff or the public.

There will be no demonstrations during or at the conclusion of any public comment. These guidelines are intended to promote an orderly system of holding a public meeting, to give every person an opportunity to be heard and to ensure that no individuals are embarrassed by voicing their opinions.

AMERICANS WITH DISABILITIES (ADA) ACCOMMODATIONS

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

MINUTES FOR GIG HARBOR CITY COUNCIL STUDY SESSION
Thursday, January 19, 2023 – 3:00 p.m.
Community Rooms or Virtual Link

CALL TO ORDER / ROLL CALL: Mayor Markley called the meeting to order at 3:04 p.m. Councilmembers Barber, Henderson, Lykins, Martin, Rodenberg, Storset, and Woock were present.

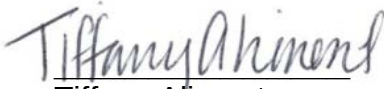
DISCUSSION ITEMS:

- 1. Short-term Rental Regulations** – Community Development Director Carl de Simas and Associate Planner Jeremy Hammar reviewed the material contained in the study session packet and answered Council questions. Also present was City Attorney Daniel Kenny.

At 4:27 p.m., Council took a 5-minute break and returned at 4:32 p.m.

Council directed staff to prepare an ordinance using the language and intent from option 4.a to be presented for first reading and public hearing at the February 13 Council meeting.

ADJOURN: The meeting adjourned at 5:07 p.m.


Tiffany Aliment
Assistant City Clerk

MINUTES FOR GIG HARBOR CITY COUNCIL MEETING
Monday, January 23, 2023 – 5:30 p.m.
Council Chambers

CALL TO ORDER / ROLL CALL: Mayor Markley called the meeting to order at 5:30 p.m. Councilmembers Barber, Henderson, Lykins (via teleconference), Martin, Rodenberg, Storset and Woock were present.

CONSENT AGENDA:

1. City Council Minutes: City Council Study Session Minutes - January 3, 2023; City Council Special Meeting Minutes - January 9, 2023; City Council Minutes - January 9, 2023; City Council Special Meeting Minutes - January 10, 2023; City Council Study Session Minutes - January 12, 2023
2. Approval of Vouchers: Check numbers 99618 through 99717 and SCH transfers in the amount of \$1,184,168.89.

MOTION: Move to approve the Consent Agenda (Rodenberg/Henderson).

VOTE: Unanimously approved

STAFF REPORT: GIS Coordinator Mike Simmons demonstrated the Harbor's Atlas public GIS mapper.

MAYOR'S REPORT: Mayor Markley reported on cleanup and beautification activities throughout the City.

CITY ADMINISTRATOR'S REPORT: City Administrator Katrina Knutson reported on legislative activity and a potential donor for the Sports Complex project.

NEW BUSINESS:

1. **Resolution 1269 Expressing Support for Peninsula School District Propositions 1 and 2** – City Clerk Josh Stecker introduced the Resolution.

PSD Superintendent Krestin Bahr presented an overview of the propositions and the effect they will have on the school district.

MOTION: Move to approve Resolution 1269 (Woock/Barber).

VOTE: Unanimously approved.

2. **Deferred COVID-19 Payment Program** – Jeff Langhelm introduced the program which will provide a policy for collecting past due utility payments due to COVID-19.

MOTION: Move to adopt the proposed Deferred COVID-19 Payment Program (Rodenberg/Storset).

VOTE: Unanimously approved.

3. **Interagency Agreement with Department of Enterprise Services for HVAC System**– Jeff Langhelm introduced the agreement.

MOTION: Move to approve and authorize the Mayor to sign an Interagency Agreement with the Washington State Department of Enterprise Services for work associated with the Civic Center HVAC upgrade (Barber/Henderson).

VOTE: Unanimously approved.

4. **Election of Mayor Pro Tempore** – City Clerk Josh Stecker provided an overview of the election process.

NOMINATIONS: Councilmember Woock nominated Councilmember Lykins for the position of Mayor Pro Tempore. Councilmember Storset nominated Councilmember Rodenberg.

VOTE: Councilmember Lykins was elected as Mayor Pro Tempore, 5-2, with Councilmembers Rodenberg and Storset voting for Councilmember Rodenberg.

STAFF REPORT: Katrina Knutson introduced the City's quarterly budget reports.

COUNCIL REPORTS / COMMENTS: Councilmember Woock reported on the latest PCRC meeting. Councilmember Lykins recognized National Blood Donation Month and the current shortage of blood donations.

ADJOURN: The meeting adjourned at 7:02 p.m.


Joshua Stecker, CMC
City Clerk

MINUTES FOR GIG HARBOR CITY COUNCIL STUDY SESSION
Thursday, January 26, 2023 – 3:00 p.m.
Community Rooms or Virtual Link

CALL TO ORDER / ROLL CALL: Mayor Markley called the meeting to order at 3:00 p.m. Councilmembers Barber, Henderson, Lykins, Martin, Rodenberg, Storset, and Woock were present.

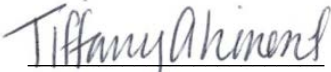
DISCUSSION ITEMS:

- 1. Proposed Code/Lease Changes Related to Alcohol in Park Buildings –**
Parks Manager Jennifer Haro reviewed the material contained in the study session packet and answered Council questions.

Council was supportive of the proposed changes and instructed staff to bring the amendments before Council for consideration at a regular Council meeting.

- 2. Overview of Water System Emergency Response Plan –** Public Works
Director Jeff Langhelm and Public Works Superintendent Jeffrey Olsen provided Council with an update on the City's Water System Emergency Response Plan and addressed Council questions.

ADJOURN: The meeting adjourned at 3:37 p.m.


Tiffany Aliment
Assistant City Clerk



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

Meeting Date: February 13, 2023

SUBJECT: Small Public Works Contract Award for Well #5 & #6 Maintenance Project

SUBMITTED BY: Jeff Langhelm, Public Works Director

DEPARTMENT: Public Works

PHONE: 253-851-8136

SUGGESTED MOTION: Move to authorize the Mayor to execute a Small Public Works Contract Award for Well #5 & #6 Maintenance Project and authorize the Public Works Director to approve project change order expenditures up to \$15,000.

BACKGROUND INFORMATION: The work to be completed under the contract generally includes the removal of the existing cabling, pumps, motors, and drop pipes for Wells #5 and #6. This work also includes performing pre-cleaning and post-cleaning video inspections and cleaning of the well casing and screens while the equipment is out and provide hydrogeological service for Well #6.

In accordance with the City's Contract Procurement Procedures (Resolution No.1066), staff solicited quotes from contractors on the Small Works Roster and received the following bids to complete the scope of work.

BIDDER	TOTAL BID AMOUNT
PumpTech LLC	\$223,938.69
Holt Services, Inc.	\$320,416.00
Empire Well Drilling LLC	\$371,051.52

FISCAL CONSIDERATION: This expenditure was included in the 2023-2024 Budget in the Water Operating Fund. Sufficient funds exist in the ending balance of the Water Operating Fund to cover the bid overage.

Expenditure Required: \$238,938.69	Amount Budgeted: \$200,000	Appropriation Required: \$0
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BOARD/COMMISSION/COMMITTEE RECOMMENDATION: N/A

ATTACHMENTS: Small Public Works Contract with PumpTech, LLC

STRATEGIC PLAN PRIORITY: Ensure sustainable future for public services and facilities.

**CITY OF GIG HARBOR
SMALL PUBLIC WORKS CONTRACT**

THIS CONTRACT is made and entered into this _____ day of _____, 20____, by and between the City of Gig Harbor, Washington (the "City"), and PumpTech LLC, a Limited Liability Company (the "Contractor").

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

1. Scope of Work: Well No. 5 and No. 6 Maintenance Project

The Contractor agrees to furnish all material, labor, tools, equipment, apparatus, etc. necessary to perform and complete in a workmanlike manner the work set forth in the Scope of Work attached hereto as Exhibit A and incorporated herein by reference.

2. Time of Performance and Completion:

The work to be performed under this Contract shall commence as soon as the Contractor has received a Notice to Proceed from the City and in accordance with the schedule set forth in the Scope of Work.

3. Payments:

The Contractor agrees to perform all work called for at the rate of Two Hundred Twenty-Three Thousand Nine Hundred Thirty-Eight Dollars and Sixty-Nine Cents (\$223,938.69), including applicable Washington State Sales Tax. Said sum shall constitute full compensation for all labor, materials, tools, appliances, etc. required to perform the required services.

4. Retainage:

Pursuant to RCW 60.28.011, five percent (5%) of all monies earned by the Contractor shall be retained by the City for the purposes mentioned in said statute. The Contractor elects to have these monies (check one):

_____ **Retainage Bond:** In lieu of earned retained funds, the Contractor will provide a Retainage Bond on the City of Gig Harbor's standard Retainage Bond form. Release of retained funds shall be made in accordance with WSDOT General Requirements, Section 1-09.9(1).

_____ **Savings Account:** The City will place retained funds in a separate interest-bearing savings account. Any interest earned will be paid to the Contractor indicated below:

Bank Name: Columbia Bank

Branch: Gig Harbor

Escrow/Investment: The City will deliver the retained funds to the bank listed below. The funds are to be placed in escrow or invested in accordance with the City of Gig Harbor's standard Escrow Agreement form. Any interest earned will be paid to the Contractor indicated below:

Bank Name: _____

Branch: _____

Account Number: _____

5. Performance and Payment Bond - 50% Letter:

- A. The Contractor shall execute and deliver to the City a bond, on forms supplied or approved by the City, with an approved surety company as surety, in the sum of the full amount of the Contract plus the applicable Washington State Sales Tax, in compliance with RCW 39.08.010 through 39.08.060 and any amendments thereto. The surety on any such bonds shall be a surety company duly authorized to transact surety business under the laws of the State of Washington. In lieu of such a bond, the Contractor may provide a letter of credit in the same sum and subject to the same conditions, in a form approved by the City Attorney.
- B. If the amount of this Contract is Thirty-five Thousand Dollars (\$35,000) or less, the Contractor may, at its option, in lieu of the bond specified in subparagraph A, have the City retain fifty percent (50%) of the contract amount for a period of thirty (30) days after the date of completion of services, or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later.

6. Warranty/Maintenance Bond:

The Contractor hereby warrants that it is fully licensed, bonded and insured to do business in the State of Washington as a general contractor. The Contractor will warranty the labor and installation of materials for a two-year warranty period and shall furnish a maintenance bond for 15% of the contract amount on the City's standard maintenance bond form in order to guarantee that the work specified in Exhibit A and completed by Contractor will remain free from defects in workmanship and materials for a period of two years after completion of construction.

7. Indemnification:

- A. The Contractor shall defend, protect, indemnify, and save the City of Gig Harbor harmless from and against any damage, cost or liability including reasonable attorney fees, for injuries to persons or property arising from acts or omissions of Contractor, his employees, agents or sub-contractors, howsoever caused. The

Contractor will be responsible for any damages sustained by his employees to City of Gig Harbor equipment and/or fixtures and shall provide all repairs/replacements, as appropriate, at no cost to the City of Gig Harbor.

- B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then 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 Contractor and the City, its officers, officials, employees or volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.
- C. The provisions of this section shall survive the expiration or termination of this Agreement.

8. Independent Status of Contractor:

The parties to this contract, 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.

9. Insurance:

- A. The Contractor shall obtain at the Contractor's cost, and maintain in full force and effect during the term of the contract, insurance to meet the following. All carriers (except Workers Compensation) shall have a minimum A.M. Best rating of 'A' VII or better.

The insurance required shall be issued by an insurance company(s) authorized to do business within the State of Washington, and shall name the City of Gig Harbor, its agents and employees, as additional insureds by endorsement under the insurance policy(s). All policies shall be primary to any other valid and collectable insurance. The City of Gig Harbor does not waive its right to subrogation against the Contractor, and the policy shall be so endorsed. The Contractor shall give the City of Gig Harbor, 30-days advance notice of any insurance cancellation.

The Contractor shall submit to the City of Gig Harbor, within 15-days of the contract effective date, a Certificate of Insurance, which outlines the coverage and limits defined in the Insurance section. Contractor shall submit renewal certificates as appropriate during the term of the contract.

- B. Subcontractors: The Contractor is responsible for ensuring that each subcontractor of every tier obtain at a minimum the same insurance coverage and limits as stated herein for the Contractor (with the exception of Builders Risk insurance). Upon request of the City, the Contractor shall provide evidence of such insurance.
- C. No Limitation: Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- D. Minimum Scope of Insurance: The Contractor shall obtain insurance at no cost to the City with the minimum following amounts:
- i. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 - ii. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent Contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. If the Contractor will be conducting excavation or underground operations, then the Commercial General Liability insurance shall be endorsed for the Contractor's liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy, and Umbrella policy, with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage. The Contractor's Commercial General Liability policy shall include Waiver of Transfer of Rights of Recovery Against Others to Us endorsement (CG 24 04 05 09) or equivalent coverage.
 - iii. Workers' Compensation. The Contractor shall provide or purchase industrial insurance coverage prior to performing work under this contract. The City of Gig Harbor will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for this Contractor or any sub-Contractor or employee of the Contractor which might arise under the industrial insurance laws during the

performance of duties and services under this contract. If the Department of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result of work performed under this contract, those payments shall be made by the Contractor; the Contractor shall indemnify the City of Gig Harbor and guarantee payment of such amounts.

Work adjacent to/or over navigable waterways may require coverage under either U.S. Longshoreman's and Harbor Workers Act, or the Jones Act. It is the Contractor's sole responsibility to determine if either of these two coverages must be obtained by the Contractor.

- iv. Builders Risk insurance covering interests of the City, the Contractor, subcontractors, and sub-subcontractors in the work. Builders Risk insurance shall be written on a "Special" causes of loss policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood and earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings and debris removal. This Builders Risk insurance covering the work will have a deductible of at least \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The policy shall include an occupancy clause and list as loss payee the City. The Builders Risk insurance shall be maintained until final acceptance of the work by the City.
- v. Builders' Risk Installation Floater For projects with equipment, materials, or fixtures valued over \$10,000 to be installed, in-transit, or stored off-site Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, a Builders' Risk Installation Floater for coverage of Contractor's labor, materials and equipment to be used for completion of work performed under this Contract. The minimum amount of coverage to be carried shall be equal to the full amount of the Contractor's labor, equipment, materials, or fixtures to be installed, in-transit, or stored off-site during the performance of this Contract. The policy shall include as loss payee the City, the Contractor and its sub-contractors as their interest may appear.
- vi. Pollution Liability Insurance including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of contract activity. This insurance shall be primary over any and all insurance the agency may have in place.

Additionally, the Contractor is responsible for ensuring that any sub-contractor provide adequate insurance coverage for the activities arising out of subcontracts. The Pollution Liability may be either a separate policy or an endorsement on the Contractor's General Liability Coverage.

E. Minimum Amounts of Insurance: Contractor shall maintain at least the following insurance limits:

- i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- ii. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 per project aggregate and a \$2,000,000 products-completed operations aggregate limit.
- iii. Industrial Insurance Coverage: The Contractor shall provide or purchase industrial insurance coverage prior to performing work under this contract, with Washington Stop gap Employer's Liability minimum limits of \$1,000,000 each accident, \$1,000,000 disease - each employee, \$1,000,000 disease - policy limit.

The City will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for this Contractor or any sub-Contractor or employee of the Contractor which might arise under the industrial insurance laws during the performance of duties and services under this contract. If the Department of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result of work performed under this contract, those payments shall be made by the Contractor; the Contractor shall indemnify the City and guarantee payment of such amounts.

- iv. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.
- v. Pollution Liability Insurance shall be not less than \$1,000,000 per occurrence, \$2,000,000 per project aggregate. This insurance shall be primary over any and all insurance the agency may have in place. Additionally, the CONTRACTOR is responsible for ensuring that any sub-contractor provide adequate insurance coverage for the activities arising out of subcontracts

- F. Other Insurance Provisions: The Automobile Liability, Commercial General Liability, Pollution Liability and Builders Risk insurance policies are to contain, or be endorsed to contain the following:
- i. The Contractor's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
 - ii. The Contractor's insurance shall not be changed or cancelled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
 - iii. 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.
- G. Contractor's Insurance for Other Losses: The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee-owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or Contractors as well as to any temporary structures, scaffolding and protective fences.
- H. Verification of Coverage: The Contractor shall furnish the City of Gig Harbor 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 Contractor before commencement of the work.

10. Prevailing Wage:

- A. The prevailing rate of wage to be paid to all workmen, laborers, or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of prevailing wage rates for the locality or localities where this Contract will be performed as determined by the Industrial Statistician of the Department of Labor and Industries, are attached hereto and by reference made a part of this Contract as though fully set forth herein.
- B. On or before the date of commencement of the work, the Contractor shall file a statement under oath with the City and with the Director of Labor and Industries certifying the rate of hourly wage paid and to be paid each classification of laborers, workmen, or mechanics employed upon the work by the Contractor or any

Subcontractor, which shall not be less than the prevailing rate of wage. Such statement and any subsequent statement shall be filed in accordance with the practices and procedures required by the Department of Labor and Industries.

- C. By signing this contract, Contractor certifies its compliance with the bidder responsibility criteria of RCW 39.04.350(1) and (2). Pursuant to the requirement of RCW 39.06.020, the Contractor has verified the bidder responsibility criteria for all of its first-tier subcontractors. A subcontractor of any tier hiring other subcontractors shall verify the bidder responsibility criteria for each of its subcontractors at the time of subcontract execution.

11. Termination:

- A. Termination for Contractor's Default. If the Contractor refuses or fails to make adequate progress of the work, or to prosecute the work or any separable part thereof with such diligence that will insure its completion within the time specified in this Contract, or defaults under any provision or breaches any provision of this Contract, the City may serve notice upon the Contractor and its surety of the City's intention to terminate by default the right of the Contractor to perform the Contract, and unless within ten (10) days after the serving of such notice, the Contractor shall satisfactorily arrange to cure its failure to perform and notify the City of the corrections to be made, the right of the Contractor to proceed with the work shall terminate. In the event of any such termination, the City shall serve notice thereof upon the Surety and the Contractor, provided, however, that if the Surety does not commence performance thereof within twenty (20) days from the date of the mailing to such Surety of the notice of termination, the City may take over the work and prosecute the same to completion by Contract or otherwise for the account and at the expense of the Contractor. In the case of termination for default, the Contractor shall not be entitled to receive any further payment until the work is finished.
- B. Termination by City for Convenience. The performance of work under this Contract may be terminated by the City in accordance with this paragraph in whole or in part, whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance or work under the Contract is terminated, and the date upon which such termination becomes effective. The Contractor shall stop work on the project upon the date set forth in the Notice of Termination and shall take such actions as may be necessary, or as the City may direct, for the protection and preservation of the work. After receipt of a Notice of Termination, the Contractor shall submit to the City its termination claim, in the form and with the certification prescribed by the City. Such claim shall be submitted promptly but in no event later than 3 months from the effective date of the termination. Upon approval by the City, the termination claim shall be paid.

- C. Termination by Contractor. If the work should be stopped under an order of any court, or other public authority, for a period of thirty (30) days, through no act or fault of the Contractor or of anyone employed by him, then the Contractor may, upon seven (7) days written notice to the City, terminate this Contract and recover from the City payment for all work executed and any proven loss sustained. Should the City fail to pay to the Contractor, within the payment period provided for in this Contract, any sum due and owing, then the Contractor may, upon seven (7) days written notice to the City, stop the work or terminate this Contract.

12. Compliance with Laws:

The Contractor shall at all times comply with all applicable state and local laws, rules, ordinances and regulations.

13. Nondiscrimination:

Except to the extent permitted by a bona fide occupational qualification, the Contractor agrees that the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, honorably discharged veteran or military status, sexual orientation, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability.

14. Relationship of Parties:

The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Contractor is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subcontractor of the Contractor shall be or shall be deemed to be the employee, agent, representative or subcontractor of the City. In the performance of the work, the Contractor is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or subcontractors of the Contractor. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and subcontractors during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Contractor performs

15. Legal Action:

In the event that either party shall bring suit to enforce any provision of this Contract or to seek redress for any breach, the prevailing party in such suit shall be entitled to recover its costs, including reasonable attorneys' fees.

16. Entire Agreement:

This Contract, together with all attachments, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations and agreements, whether written or oral. This Contract may be amended only by written change order, properly signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first written above.

CITY OF GIG HARBOR

CONTRACTOR

Tracie Markely, Mayor
Date: _____

Print: _____
Title: _____
Date: _____

ATTEST/AUTHENTICATED:

JOSH STECKER, CITY CLERK

APPROVED AS TO FORM:

OFFICE OF CITY ATTORNEY

EXHIBIT A – SCOPE OF WORK

WELL NO. 5 AND NO. 6 MAINTENANCE PROJECT FACILITY (CWP-2301)

Scope of Work for the project consists of the following:

1. Remove all existing electrical cabling, 200 hp submersible pump/motor assembly for Well #6 and 100 hp pump/motor for Well #5, all associated drop pipes, sounding tubes and well probes from both wells.
2. Well #5 was constructed in 1990 with a 16" casing installed to a depth of 817'. The well is completed with a 10-inch stainless steel well screen installed between 702' and 817'. There is approximately 420' of 6" drop pipe (40' lengths) attached to two check valve assemblies, a 16 stage well pump and 100 horsepower pump motor. See well log report for additional information, Exhibit B.
3. Well #6 was constructed in 1991 with a 16" casing installed to a depth of 597' with the original 14" well screen installed between 485' and 533'. In 2001 the City performed a sand pack project that placed a new 8" diameter well screen was installed at approximately 450' to 568'. The contractor can expect to transition from a 16" well casing to an 8" well screen assembly at 450'. The drop pipe for the pump is attached to a Baker pitless adaptor to a level of 3' below finished surface. Attached to the pitless is approximately 336' of 8" drop pipe attached to a 9 stage well pump and 200 horsepower pump motor. See Well #6 drilling log and contract and Well #6 Sand Pack drawings for additional information, Exhibit B.
4. Contractor shall perform work on Well #6 first and once started, the contractor shall perform all required work on that well until fully completed, including acquiring a passing water bacterial sample on well. Once that well is put back into service, the contractor will be allowed to begin required maintenance operations on Well #5.
5. The Contractor shall provide a Washington State licensed Hydrologist to evaluate water quality as it pertains to pumping of sand from Well #6. Well #6 has had issues with sand in the past and the City has incorporated a "pump to waste" feature to clear the well water of sand prior to pumping to system. The Department of Health has requested that the City determine if this "pump to waste" feature is still needed. The Hydrogeologist shall perform pre-construction water quality testing and be present of the pulling of well pump, drop pipe, and make site visits during the cleaning of well and well screen. Following the reinstallation of the well pump and appurtenance the Hydrogeologist shall then perform post construction testing to determine if sand is still present following commissioning of Well #6. The Hydrogeologist shall then provide the City a final certified report and recommendation summarizing if this "pump to waste" component of Well #6 is still required.
6. Perform pre-cleaning video inspection for both wells. Provide the City two digital copies of video inspection on thumb drives.

7. Set up a drill rig, brush, and bail well as necessary to clean interior of well casing and any debris that has accumulated at the bottom of the well.
8. Perform post-cleaning video inspection of both wells. Provide the City two digital copies of video inspection on thumb drives.
9. Reinstall well pumps/motors, cabling, drop pipes, sounding tubes and well probes for both wells and test pump to verify they are in proper working order. Anticipate, and include in your bid, the replacement of approximately 100' of sounding tube for each well.
10. Disinfection of the well and its equipment is more specifically covered by the AWWA Standard C-654. "Disinfection of Wells." Section 4 thereof, and other related sections, apply to chlorination of permanent equipment and material used in wells. The final disinfection test of the well shall be a bacteriological test conforming with the requirements of Section 6 thereof. Well water shall not be pumped into the public water system until the well and water are approved for domestic use as approved by State Department of Health and the City.
11. Contractor will be responsible for cleaning up site, leveling and grading any soils that are disturbed during this work, and re-establishing gravel surfaces prior to de-mobilization.
12. The Contractor shall be 100% complete with all work associated with this contract by June 1, 2023.

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



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

Meeting Date: February 13, 2023

SUBJECT: Professional Services Contract Amendment 2 38th Ave Half-Width-Roadway Improvements Phase 2– 56th Street Intersection

SUBMITTED BY: Stephanie Seibel, PE Associate Engineer

DEPARTMENT: Public Works/Engineering

PHONE: 253-853-7626

SUGGESTED MOTION: Approve and authorize the Mayor to execute a Professional Services Contract amendment with KPFF, Inc. in an amount not to exceed \$141,862.00.

BACKGROUND INFORMATION: At the December 15, 2022, City Council Study Session City Staff presented the 38th Avenue Half-width Roadway Improvements Phase 2 design alternatives. As a part of this presentation, the potential impacts to the traffic signal at 56th Street were also presented.

The two choices for the traffic signal at 56th Street that Staff offered to Council to address these impacts were: (1) Do nothing at this time and address it with the 38th Ave Phase 1C project in the future; or (2) Address it as part of the Phase 2 project, which would require an amendment to the existing professional services contract. Council gave the direction to go ahead with the design on the intersection as part of the Phase 2 project.

In the City's 2022 Budget, Street Division – Capital Objectives 10 is identified to complete the design and permitting for the 38th Ave Half-width Improvements for construction in 2024. Wastewater Division Goal 2 for 2022-2027 is to implement the City's Comprehensive Plan for improving collections system infrastructure. Funding for this additional work was not included in the draft 2023-2024 budget.

This professional services contract amendment will complete the design and permitting of this sewer and will provide the City with construction bid documents by spring of 2023.

Council gave the direction to go ahead with the design on the intersection with Phase 2 at the December 15, 2022, Council Study Session.

FISCAL CONSIDERATION: The 2023-2024 Budget allocated \$ 3,900,000 for the 38th Avenue Phase 2 Half-Width Roadway Improvements project Design, Permitting and Construction.

Original Contract amount	\$ 745,220.00
Contract Amend 01 – Sewer	\$ 27,414.00
Contract Amend 02 – 56 th Avenue Intersection	\$ 141,862.00
Contract Subtotal	\$ 914,496.00

Expenditure Required: \$ 141,862.00	Amount Budgeted: \$ 3,900,000.00	Appropriation Required: \$ 00.00
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BOARD/COMMISSION/COMMITTEE RECOMMENDATION: N/A

ATTACHMENTS: Professional Services Contract with KPFF, Inc.

STRATEGIC PLAN PRIORITY: Ensure sustainable future for public services and facilities

**SECOND AMENDMENT
TO
PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
KPFF CONSULTING ENGINEERS**

THIS FIRST AMENDMENT is made to that certain Professional Services Contract dated June 14, 2022 (the "Agreement"), and on September 13, 2022 by and between the City of Gig Harbor, a Washington municipal corporation (hereafter the "City"), and KPFF Consulting Engineers, a corporation organized under the laws of the State of Washington (hereafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in completing the Design of the 38th Avenue Improvement Project Phase 2 project and desires to extend consultation services in connection with the project; and

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

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

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

2. Payment. Section 2(A) of the Agreement is amended to increase compensation to the Consultant for the work to be performed as described in **Exhibit A** in an amount not to exceed One Hundred Forty-One Thousand Eight Hundred Sixty-Two Dollars and Zero Cents, (\$ 141,862.00), as shown in **Exhibit B**, attached to this Amendment and incorporated herein.

3. Duration of Work. Section 3 of the Agreement is amended to extend the duration of this Agreement to March 1, 2024.

[Remainder of page intentionally left blank.]

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

IN WITNESS WHEREOF, the parties have executed this Amendment on this _____ day of _____, 20__.

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its Principal

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



EXHIBIT A

SCOPE OF WORK

38th Avenue Improvement Project – Phase 2 AMENDMENT 02 – 56th Street Intersection CSP-2206 City of Gig Harbor

INTRODUCTION

This amendment includes additional scope and budget for KPFF, Furtado, and DKS to provide professional engineering and survey services for the design of a new signal and ADA compliant curb ramps, sidewalk, and pedestrian crossings at the intersection of 38th Avenue and 56th Street.

TASK 17: 56TH STREET SURVEY (FURTADO)

Furtado will perform topographical survey and prepare basemapping for the PROJECT. The survey limits consist of the intersection of 38th Avenue and 56th Street, as shown in **Figure #1**. The survey and mapping width will be from ROW to ROW.

TASK 17.1: CONTROL SURVEYS

Furtado shall perform control surveys for the project, including datum control surveys, ground control for topographic completion surveys, and control surveys for road right-of-ways. Parcel boundary calculations will not be conducted at this level of project design. Any property corners discovered during the field survey will be surveyed and included in the project basemaps.

TASK 17.2: TOPOGRAPHIC MAPPING SURVEYS

A professional surveyor, licensed in the State of Washington will perform ground-based topographic surveys to generate existing condition basemaps at a 1"=20' scale and prepare 1' contours generated with a digital terrain model (DTM). The survey will include but is not limited to the following elements within the right-of-way:

Transportation Features:

- Survey roadway centerline
- Top and bottom of curb (flowline)
- Back of sidewalk and at grade changes
- Pavement type
- Driveways

- Street lighting
- Landscaping strips
- Sidewalks
- Channelization (signing and striping include cross walks, bike lanes, and painted curbs)
- Bus stop locations
- Traffic signals and appurtenances including dimensions of pole foundations
- Height of signal poles and street light poles
- Traffic signal loops, if visible
- Hand holes with their size and orientation
- Curb ramps
- Existing survey monuments
- A sufficient number of survey shots shall be collected to determine the approximate location of the road crown and to construct a surface model adequate to generate 1' contours and a roadway and curb profile.

Curb Returns:

- Top and bottom (flowline) of curb at PC/PT and the quarter points of each curb return
- Survey shots shall be taken in the area between the curb return and the right-of-way such that horizontal and vertical information is available to support the design of new curbs, curb ramps, and surrounding sidewalk.

Surface Utilities:

- Survey surface utility features and elevations of water, sanitary sewer, storm sewer, gas, electric, and telecommunications including, manholes, vaults, catch basins, inlets, valves, hydrants, cleanouts, and other similar items.
- Survey paint marks placed on the ground by the private utility locator.
- Survey of pothole pin locations (up to 10 pins). Potholing activity performed by others.

As-Built Underground Features (Sanitary and Storm Sewer):

- Rim and invert elevations of accessible structures within the project limits
- Structure type (i.e. inlet, catch basin, manhole, etc.)
- Size of structure (diameter and dimensions if a rectangular structure)
- Orientation of structure
- Pipe and structure material

- Measure downs to top of nut on gas and water valves.

Deliverables:

- 2D basemap containing mapped elements, the resulting calculated ROW and survey control point table. Submitted in dwg format.
- 3D existing ground surface DTM drawing capable of generating 1' contours. Submitted in dwg format.

Assumptions:

- Outreach notices (if needed) will be performed by City of Gig Harbor.
- CAD template with layers appropriate for the standard will be provided to Furtado prior to any field work being performed.
- Basemapping will be provided in: Civil3D 2018 using City of Gig Harbor CAD standards. The City shall provide the CAD standards two-weeks prior to work being performed.
- Basemap versioning and design requests impacting survey and basemapping efforts will be monitored and scheduled through the KPFF.
- NAD1983/91 HARN State Plan South FIPS 4602 horizontal and NAVD88 vertical datums will be used for the basemapping.
- Field survey support effort consists of a 2-person crew for up to fifteen occurrences (10-hour days) and would include any time impacts related to delinquent or unprocessed NOEs, ROEs or refusal of access related to field activities.
- Measure downs of gas and water valves will be completed at accessible locations only. Data will not be completed at location in which barriers, such as locked lids, prevent data collection. City of Gig Harbor shall provide GIS records of gas and water valve locations prior to field effort.
- Maintenance holes over 25 feet deep or full of debris/water may not be as-built. They may require confined space entry to access the maintenance hole in order to accurately measure the depth.
- Trees six (6) inches in diameter and above will be surveyed. Trees will be labeled with trunk and dripline diameter and the species will only be classified as coniferous or deciduous.
- Property line and easement locations shown on survey basemap will be based on public record information.
- Consultant will call One Call (811) and pick-up utilities within ROW that are marked. Consultant will supplement One Call located utilities with a private locator to locate conductible utilities within ROW..
- Utility tone marks will stop at the public right-of-way.

Stephanie Seibel
January 31, 2023
Page 4 of 6

- Cost includes equipment and materials.



Figure 1: Approximate survey limits

TASK 18: 56TH STREET INTERSECTION – CIVIL DESIGN

TASK 18.1: PROJECT MANAGEMENT

KPFF will hold regular meetings with consultant design team to coordinate design tasks to work through conflicts and ensure submittal schedules are on track. KPFF will perform quality control checks on plans, specifications, and cost estimates before each deliverable.

TASK 18.2: UTILITY COORDINATION

KPFF will identify potential conflicts with existing utilities and determine pothole locations. KPFF will communicate with utility representatives to develop relocation plans and hold coordination meetings as needed. It is anticipated that telecom, water, and gas may be impacted by the project and require relocation

TASK 18.3: PLAN PRODUCTION

KPFF will prepare a set of construction drawings that will follow typical APWA CAD standards using AutoCad 2020. The work will consist of designing curb returns, curb ramps, sidewalk, and pavement patching for the addition of new signal facilities and ADA compliant crossing at all four corners of the 56th Street and 38th Avenue intersection. The plan sheets are anticipated to include

- General Notes and Information
- Site Preparation/TESC

Scope of Work
City of Gig Harbor
38th Avenue Improvement Project – Phase 2, Amendment 02
CSP-2206

KPFF Consulting Engineers

- Paving, Channelization, and Signing Plans
- Curb Ramp Details
- Drainage Plan and Profiles
- Signal and Illumination Plan and Details (Sub-consultant prepared)

TASK 18.4: STORM DRAINAGE

All stormwater management elements of the roadway shall be designed in accordance with the requirements of City of Gig Harbor Stormwater and Site Development Manual (2016) and the SMMWW. KPFF will perform the following tasks:

1. Address collection, conveyance, detention/retention, and water quality treatment facilities for the project per the required standards with a focus on LID solutions.

Supplement the 38th Avenue Hydraulic report to include improvements to the 56th Street intersection.

TASK 18.5: COST ESTIMATE

KPFF will develop a construction cost estimate based on the WSDOT Standard Specifications, WSDOT's historical bid analysis, KPFF's past project experience, and input from the CITY. Items will be listed by standard bid item number and specification location.

Deliverables:

- One (1) electronic (PDF) copy of half-size 30% construction plans and engineer's estimate.
- One (1) electronic (PDF) copy of half-size 60% construction plans, specifications, and engineer's estimate.
- One (1) electronic (PDF) copy of half-size 90% construction plans, specifications, and engineer's estimate.
- One (1) electronic (PDF) copy of half-size 100% construction plans, specifications, and engineer's estimate.
- Bid-ready Documents
- Supplement to the 38th Avenue Draft Hydraulic Report at 60% design submittal: one (1) electronic copy in Microsoft Word format and one (1) searchable PDF.
- Supplement to the 38th Avenue Final Hydraulic Report at 100% design submittal: one (1) electronic copy in Microsoft Word format and one (1) searchable PDF

Assumptions:

- The CITY shall provide or make available the following items to KPFF:

- o City of Gig Harbor design standards & guidelines.
- o Existing GIS mapping information of the project including but not limited to general utility location maps.
- o Copies of existing record drawing information of the project area.
- o Updated utility contact information.
- o One set of consolidated review comments for each Major Milestone Submittal (30%, 60%, and 90%).
- KPFF's deliverables, including record drawings, are limited to the sealed and signed hard copies. Computer-generated files furnished by KPFF are for the CITY or other's convenience. Any conclusions or information derived or obtained from these files will be at user's sole risk.
- Conveyance design will only include stormwater systems within the limits of the project. Capacity analysis and design of off-site stormwater conveyance systems are not included in this scope of work.

TASK 19: 56TH STREET INTERSECTION – SIGNAL DESIGN (DKS)

TASK 19.1: PROJECT MANAGEMENT

DKS will provide project management administrative services, including:

- Project set-up and execution agreement
- Preparation of monthly progress reports, Invoices, and Record keeping
- Design coordination
- Schedule and budget monitoring
- Design QA/QC

DKS will coordinate with KPFF and the City staff, including preparation and attendance of up to four (4) one-hour virtual coordination meetings throughout the project. The level of effort for this task is based on an average of 2 Consultant staff attending these meetings.

TASK 19.2: 30% DESIGN

DKS will develop 30% mast-arm signal design plans based on sidewalk and street layout design developed by the project team. The traffic signal design will be based on WSDOT design standards. The 30% signal plan will only show the proposed signal layout and will not include signal wiring and other details.

The 30% signal design plans will be in AutoCAD format following the City of Gig Harbor's standard plans and CAD standards.

DKS will prepare quantity takeoffs and prepare a 30% level of cost estimate for the traffic signal in a lump sum.

Deliverables:

- 30% signal design Plans (PDF format).
- 30% signal cost estimate in a lump sum.

TASK 19.3: 60% DESIGN

DKS will develop 60% signal design plans based on 30% design comments and discussion with the City and project team. The 60% design plan will show all signal equipment, junction-boxes and conduit system.

The 60% signal design plans will be in AutoCAD format following the City of Gig Harbor's standard plans and CAD standards.

DKS will prepare draft traffic signal specifications based on applicable amendments and general or American Public Works Association (APWA) special provisions to the WSDOT Standard Specifications.

DKS will prepare quantity takeoffs and prepare a 60% level of cost estimate for the traffic signal in a lump sum.

Deliverables:

- 60% signal PS&E.
- Intersection lighting memo

TASK 19.4: 90% DESIGN

DKS will revise the signal design plans based on city comments and discussion with the City and project team. The 90% design plan will include signal wiring schedule, termination, and other signal design detail sheets.

The 90% signal design plans will be in AutoCAD format following the City of Gig Harbor's standard plans and CAD standards.

DKS will prepare project specifications based on applicable amendments and general or American Public Works Association (APWA) special provisions to the WSDOT Standard Specifications.

DKS will prepare quantity takeoffs and prepare a 90% estimate of probable construction costs. The traffic signal cost will be a lump sum.

DKS will provide documentation of their QA/QC process to the City for review, and copies of QA/QC mark-ups will be submitted as part of each design submittal.

Deliverables:

- 90% signal design Plans (PDF format).
- 90% signal cost estimate in a lump sum.
- 90% Specification for the traffic signal.

TASK 19.5: 100% DESIGN

DKS will revise the signal design plans based on city comments and discussion with the City and project team.

The final design plans will be in AutoCAD format following the City of Gig Harbor's standard plans and CAD standards.

DKS will prepare project specifications based on applicable amendments and general or American Public Works Association (APWA) special provisions to the WSDOT Standard Specifications.

DKS will prepare quantity takeoffs and prepare a final estimate of probable construction costs. The street lighting cost will be a lump sum.

The DKS will provide documentation of their QA/QC process to the City for review, and copies of QA/QC mark-ups will be submitted as part of each design submittal.

Deliverables:

- Final signal design Plans (PDF format).
- Final signal cost estimate in a lump sum.
- Final Specification for traffic signal

Assumptions:

1. The City will provide existing traffic signal as-builts on the 38th Ave and 56th Street intersection, if available.
2. KPFF will provide survey, Geotech info, drainage, channelization, and civil design.
3. The City/KPFF will perform the utility coordination, including the power source(s) for the traffic signal and lighting.

4. No intersection approach lighting design; the team will evaluate the lighting at the intersection only with two luminaires on the two signal mast arm poles.
5. No traffic analysis scope is included.
6. No traffic control plan is included.
7. Signal system will include Wavetronix detection with advanced loops.

Fee

The fee for this work is a not to exceed **\$141,862** including expenses, as shown in the fee tables in Exhibit B attached.

Task 17 – Survey (Furtado).....	\$ 23,655.00
Task 18 – Civil (KPFF).....	\$ 39,049.00
Task 19 – Signal (DKS).....	\$ 79,158.00
Total	\$ 141,862.00

City of Gig Harbor
38th Avenue Improvement Project - Phase 2
Amendment 02 - 56th Intersection Design

Consultant: Furtado
Date: 1/31/2023

[illegible]

City of Gig Harbor
38th Avenue Improvement Project - Phase 2
Amendment 02 - 56th Intersection Design

Consultant: KPFF
Date: 1/31/2023

Task	Description		Principal	Project Manager	Sr. Drainage Engineer	Project Engineer	CAD	Total Hours	
			Ron Leimkuhler	Nathan Anderson	Eric Mendel	Taylor Masuda	Michael Vu		
Task 18	56th Street Civil Design								\$ 39,049
18.1	Project Management								
18.11	Internal Coordination			16	4	16		36	\$ 5,675
18.12	QA/QC		2	4				6	\$ 1,171
18.20	Utility Coordination								
18.21	Utility Conflict Tracking			4		4		8	\$ 1,221
18.22	Utility Coordination			4		8		12	\$ 1,683
18.30	Construction Plans								
18.31	Site Preparation, TESC			2		4	8	14	\$ 1,560
18.32	Paving Plans			8		24	24	56	\$ 6,445
18.33	Ramp Details			4		8	16	28	\$ 3,120
18.34	Drainage Plans & Profiles			2	8		16	26	\$ 3,400
18.35	Channelization and Signing Plans			4		12	16	32	\$ 3,582
18.36	Traffic Control Plans			4		12	16	32	\$ 3,582
18.4	Storm Drainage								
18.41	Basin Delineation & Figures				8		12	20	\$ 2,661
18.42	Stormwater Calculations				8			8	\$ 1,584
18.5	Cost Estimate								
18.51	30% Quantities & Cost Estimate			2		4		6	\$ 841
18.52	60% Quantities & Cost Estimate			2		4		6	\$ 841
18.53	90% Quantities & Cost Estimate			2		4		6	\$ 841
18.56	Final Quantities & Cost Estimate			2		4		6	\$ 841
Total Hours			2	60	28	104	108	302	
Direct			\$75.00	\$69.00	\$72.00	\$42.00	\$32.66		
	144.97% OH	\$108.73	\$100.03	\$104.38	\$60.89	\$47.35			
	30.00% Fee	\$22.50	\$20.70	\$21.60	\$12.60	\$9.80			
			\$206.23	\$189.73	\$197.98	\$115.49	\$89.81		
All Inclusive Hourly Rate			\$206.23	\$189.73	\$197.98	\$115.49	\$89.81		Sub-Totals
Sub-Total Burdened Labor Cost			\$ 412	\$ 11,384	\$ 5,543	\$ 12,011	\$ 9,699		\$ 39,049
REIMBURSABLES									
Direct Expenses			Quant.	Unit		Unit Cost		Sub-Totals	Totals
	Mileage							\$ -	\$ -
	Reprographics	0	LS			\$ -		\$ -	\$ -
	Travel							\$ -	\$ -
	Subcontract							\$ -	\$ -
Total Reimbursables									\$ -
Total Firm Cost									\$ 39,049

City of Gig Harbor
38th Avenue Improvement Project - Phase 2
Amendment 02 - 56th Intersection Design

Consultant: DKS
Date: 1/31/2023

Task	Description		Principal	Project Manager	Project Engineer	Assistant Engineer	CAD	Admin	Total Hours	
			Richard Hutchinson	Jerry Liu	Kevan Katten	Tulsi Chudgar	Rebecca Snelling	Betsy McCarthy		
Task 19	56th Street Signal Design									\$ 78,983
19.1	Project Management									
19.11	General Project Management		2	16				4	22	\$ 5,058
19.12	Coordination and Meetings (4)		1	8	8				17	\$ 3,608
19.13	QA/QC		8	12	4				24	\$ 6,172
19.2	30% Design									
19.21	30% Plan and Estimate		1	8	16	24	16		65	\$ 10,394
19.22	Draft Lighting Analysis			4	4	8			16	\$ 2,840
19.3	60% Design									
19.31	60% Plans, Specs, Estimate		1	4	16	32	32		85	\$ 12,475
19.32	Final Lighting Analysis			2	8	8			18	\$ 3,020
19.33	30% Comment Responses			2	4	4			10	\$ 1,754
19.4	90% Design									
19.41	90% Plans, Specs, Estimate		1	12	24	40	40		117	\$ 17,887
19.42	60% Comment Responses			4	8	8			20	\$ 3,508
19.5	Final Design									
19.51	Final Plans, Specs, Estimate		2	8	12	16	20		58	\$ 9,316
19.52	90% Comment Responses			2	4	12			18	\$ 2,951
Total Hours			16	82	108	152	108	4	470	
	Direct		\$101.65	\$76.89	\$52.64	\$47.21	\$36.63	\$40.43		
	187.07% OH		\$190.16	\$143.84	\$98.47	\$88.32	\$68.52	\$75.63		
	30.00% Fee		\$30.50	\$23.07	\$15.79	\$14.16	\$10.99	\$12.13		
			\$322.30	\$243.80	\$166.91	\$149.69	\$116.14	\$128.19		
	All Inclusive Hourly Rate		\$322.30	\$243.80	\$166.91	\$149.69	\$116.14	\$128.19		Sub-Totals
	Sub-Total Burdened Labor Cost		\$ 5,157	\$ 19,991	\$ 18,026	\$ 22,753	\$ 12,543	\$ 513		\$ 78,983
REIMBURSABLES										
Direct Expenses		Quant.	Unit	Unit Cost					Sub-Totals	Totals
	Mileage	280	Miles	\$0.625					\$ 175	\$ 175.00
	Reprographics								\$ -	\$ -
	Travel								\$ -	\$ -
	Subcontract								\$ -	\$ -
	Total Reimbursables									\$ 175
	Total Firm Cost									\$ 79,158



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

Meeting Date: February 13, 2023

SUBJECT: Interagency Agreement for Middle Housing Grant

SUBMITTED BY: Robin Bolster-Grant, Principal Planner

DEPARTMENT: Community Development

PHONE: 853-7615

SUGGESTED MOTION: Move to authorize the Mayor to execute the Interagency Agreement for the Middle Housing Grant between the City of Gig Harbor and the Washington Department of Commerce Growth Management Services to accept a grant in the amount of \$30,000.

BACKGROUND INFORMATION: The City of Gig Harbor was awarded \$30,000 by the Washington State Department of Commerce for the purpose of funding actions needed to evaluate potential policy options that would accommodate middle housing types on 30% or more of lots currently restricted to single family development, as well as a racial equity and anti-displacement analysis.

The City of Gig Harbor is one of five cities working in collaboration with South Sound Housing Affordability Partners (SSHA³P) and Pierce County to complete this work.

There are no fiscal considerations as the agreement would authorize the City to accept the grant funds and does not require City expenditure.

FISCAL CONSIDERATION:

Expenditure Required: None	Amount Budgeted: None	Appropriation Required: None
-------------------------------	--------------------------	---------------------------------

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: None.

ATTACHMENTS: Interagency Agreement with Washington Department of Commerce

STRATEGIC PLAN PRIORITY: Maintain small town character and historic preservation while growing responsibly



Interagency Agreement with

City of Gig Harbor

through

Growth Management Services

For

Middle Housing Grant

Start date:

Date of Execution

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Attachment A, Scope of Work

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FACE SHEET

Contract Number: 23-63326-011

**Washington State Department of Commerce
Local Government Division
Growth Management Services
Middle Housing Grant**

1. Contractor City of Gig Harbor 3510 Grandview Street Gig Harbor, WA 98335		2. Regional planner Keri Sallee Senior Planner 564-200-2338 keri.sallee@commerce.wa.gov N/A	
3. Contractor Representative Robin Bolster-Grant Senior Planner (253) 853-7615 RBolster-Grant@gigharborwa.gov		4. COMMERCE Representative Dave Osaki Senior Planner (360) 725-3133 dave.osaki@commerce.wa.gov PO Box 42525 1011 Plum Street SE Olympia Washington 98504-2525	
5. Contract Amount \$30,000	6. Funding Source Federal: ☐ State: ☒ Other: ☐ N/A: ☐		7. Start Date Date of Execution
8. End Date June 30, 2023			
9. Federal Funds (as applicable) NA		Federal Agency: NA	
CFDA Number NA			
10. Tax ID # NA	11. SWV # 0000349-00	12. UBI # 273-000-606	13. DUNS # NA
14. Contract Purpose Implementation of Middle Housing grant for the purpose of funding actions needed to evaluate the adoption of middle housing types on thirty percent (30%) or more of lots that, before this work, only allowed single family development, along with racial equity and anti-displacement analysis.			
15. Signing Statement COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment "A" – Scope of Work and Attachment "B" – Budget.			
FOR CONTRACTOR _____ Tracie Markley, Mayor City of Gig Harbor _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director Local Government Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 08/22/2019. APPROVAL ON FILE.	

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed thirty-thousand dollars (\$30,000) for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the performance-based Scope of Work (Attachment A) and Budget (Attachment B).

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than quarterly.

The parties agree this is a performance-based contract intended to produce the deliverables identified in Scope of Work (Attachment A). Payment of any invoice shall be dependent upon COMMERCE'S acceptance of Contractor's performance and/or deliverable. The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 23-63326-011.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

The grantees must invoice for all expenses by June 17, 2023. All contracts with community based organizations must be submitted by June 17, 2023.

COMMERCE will pay Contractor for costs incurred prior to the start date of this Agreement, if such costs would have been allowable on or after July 1, 2022. To be allowable, such costs must be limited to the completion of tasks and deliverables outlined in the Scope of Work (Attachment A).

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

5. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

6. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Agreement performed by subcontractors and the portion of funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

7. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

Attachment A

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
 - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality.

Attachment A

COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

- C. **Unauthorized Use or Disclosure.** The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and any applicable federal laws, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

Attachment A

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE. Subcontracting with multiple community based organizations is encouraged for this granting program. COMMERCE shall approve each community based organization, such approval to be provided in writing.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a

Attachment A

subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

Attachment A

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the Authorized Representative has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

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

Exhibit A

Scope of Work

SOURCE: Section 189 of [Engrossed Substitute Senate Bill 5693](#), of the supplemental operating budget for fiscal year 2023 is provided solely for Commerce to administer grants to eligible cities for actions relating to adopting ordinances that would authorize middle housing types on at least 30 percent of lots currently zoned as single family residential. For the purposes of this grant program, "middle housing types" include duplexes, triplexes, fourplexes, fiveplexes, sixplexes, townhouses, courtyard apartments, cottage housing, and stacked flats.

- (a) A city is eligible to receive a grant if:
 - i. The city is required to plan under RCW 36.70A.040; and
 - ii. The city is required to take action on or before June 30, 2024, to review and, if needed, revise its comprehensive plan and development regulations pursuant to RCW 36.70A.130(5)(a).
- (b) Grant recipients must use grant funding for costs to conduct at least three of the following activities:
 - i. Analyzing comprehensive plan policies and municipal code to determine the extent of amendments required to meet the goal of authorizing middle housing types on at least 30 percent of lots currently zoned as single family residential;
 - ii. Preparing informational material for the public;
 - iii. Conducting outreach, including with the assistance of community-based organizations, to inform and solicit feedback from a representative group of renters and owner-occupied households in residential neighborhoods, and from for-profit and nonprofit residential developers;
 - iv. Drafting proposed amendments to zoning ordinances for consideration by the city planning commission and city council;
 - v. Holding city planning commission public hearings;
 - vi. Publicizing and presenting the city planning commission's recommendations to the city council; and
 - vii. Holding city council public hearings on the planning commission's recommendations.
- (c) Before updating their zoning ordinances, a city must use a racial equity analysis and establish antidisplacement policies as required under RCW 36.70A.070(2)(e) through (h) to ensure there will be no net displacement of very low, low, or moderate-income households, as defined in RCW 43.63A.510, or individuals from racial, ethnic, and religious communities which have been subject to discriminatory housing policies in the past.
- (d) Commerce will prioritize applicants who:
 - i. Aim to authorize middle housing types in the greatest proportion of zones; and
 - ii. Subcontract with multiple community-based organizations that represent different vulnerable populations in overburdened communities, as defined in RCW 70A.02.010, that have traditionally been disparately impacted by planning and zoning policies and practices, to engage in eligible activities as described in (b) of this subsection.

Commerce will be monitoring the contracts biannually to review progress in meeting milestones, deliverables and invoicing.

Attachment A

Grant Objective: Land use assessments and the development and review of policy and program actions to consider allowing middle housing on a minimum of 30% of area or lots currently zoned as single family residential, along with racial equity and anti-displacement analysis.			
Steps/ Deliverables	Description	Start Date	End Date
Action 1	Prepare staff report addressing middle housing, racial equity (racially disparate impacts, exclusion, displacement) and anti-displacement.	October 2022	June 15, 2023
Step 1	Participate with SSHAP3 to identify Gig Harbor policies and regulations that result in, and begin to undo, racially disparate impacts, displacement, and exclusion in housing, and in developing anti-displacement strategies for Gig Harbor.	October 2022	April 2023
Step 2	Participate with SSHA3P to assess areas of the city to assess areas of the city that are suitable to allow middle housing types in the city's single-family zoning districts and identify amendments to Gig Harbor policies and codes to implement middle housing	November 2022	May 2023
Step 3	Review and customize information from SSHA ³ P's work to Gig Harbor and prepare staff report addressing middle housing policy and code amendments, draft racial equity analysis, and anti-displacement policies.	April 2023	June 2023
Deliverable 1	Staff report for Planning Commission and/or City Council: Identifying potential single family zone(s) middle housing policy and code amendment(s) (code amendments may be in the form of a draft ordinance or a detailed outline of code sections needing to be amended), and draft racially disparate impacts, displacement, exclusion and anti-displacement analysis and policies.	April 2023	June 15, 2023

Exhibit B

Budget

Grant Objective: Land use assessments and the development of policy and program actions to consider allowing middle housing on a minimum of 30% of area or lots currently zoned as single family residential, along with racial equity analysis.		Commerce Funds
Staff report for Planning Commission and/or City Council:		
Identifying potential single family zone(s) middle housing policy and code amendment(s) (code amendments may be in the form of a draft ordinance or a detailed outline of code sections needing to be amended), and draft racially disparate impacts, displacement, exclusion and anti-displacement analysis and policies.		\$30,000
Total		\$30,000



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

Meeting Date: February 13, 2023

SUBJECT: Professional Services Contract for 2024 Comprehensive Plan Update

SUBMITTED BY: Robin Bolster-Grant, Principal Planner

DEPARTMENT: Community Development

PHONE: 853-7615

SUGGESTED MOTION: Move to authorize the Mayor to execute the Professional Services Contract for assistance with the 2024 Comprehensive Plan Periodic Update between the City of Gig Harbor and Shea Carr & Jewell, Inc. dba SCJ Alliance in the amount not to exceed \$437,381.00.

BACKGROUND INFORMATION: Pursuant to RCW 36.70.040, the City of Gig Harbor must complete a periodic update for its entire Comprehensive Plan and relevant development regulations by December 31, 2024. The City does not currently have the staff to complete this task without the assistance of an experienced land use consultant.

An RFP was distributed by the Community Development Department for this work and SCJ Alliance was selected based on the breadth of experience and knowledge of the community. SCJ Alliance will assume responsibility for updating the Land Use, Housing, Essential Facilities, Utilities, Transportation and Capital Facilities Elements of the Gig Harbor Comprehensive Plan.

FISCAL CONSIDERATION: The 2023-24 budget for this item is \$250,000. The mid-biennial budget review in November 2023 will consider this project for possible budget amendment at that time.

Expenditure Required: \$437,381.00	Amount Budgeted: \$250,000.00	Appropriation Required: \$187,381.00
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BOARD/COMMISSION/COMMITTEE RECOMMENDATION: None.

ATTACHMENTS: Professional Services Contract with Shea Carr & Jewell, Inc. dba SCJ Alliance

STRATEGIC PLAN PRIORITY: Maintain small town character and historic preservation while growing responsibly

**PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
Shea Carr & Jewell Inc. dba SCJ Alliance**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and Shea Carr & Jewell, Inc., a corporation organized under the laws of the State of Washington (the "Consultant") dba SCJ Alliance.

RECITALS

WHEREAS, the City is required to update the Gig Harbor Comprehensive Plan before December 31, 2024, in accordance with the Washington State Growth Management Act (GMA); and

WHEREAS, the City desires that the Consultant assist in the effort by preparing updates to the Land Use, Housing, Essential Facilities, Utilities, Transportation and Capital Facilities Elements of the Gig Harbor Comprehensive Plan; and

WHEREAS, the City requires assistance with the preparation and implementation of a public engagement plan to ensure the greatest level of community participation feasible in the preparation of the Update; 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 \$437,381 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 B – Schedule of Rates**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**, 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 12/31/2024. 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 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. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

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:
Bill Grimes
Shea Carr & Jewell, Inc.
8730 Tallon Ln. NE,
Ste 200
Lacey, WA 98516

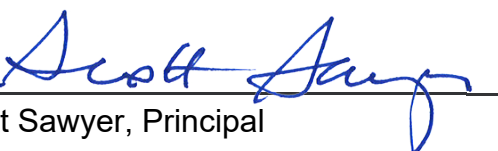
City of Gig Harbor
ATTN: Community Dev. Director
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-6170

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 Community Development Department Director if all other terms of the Agreement are unchanged and remain in full force and effect for the entire duration of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 2023.

CONSULTANT

By: 
Scott Sawyer, Principal

CITY OF GIGHARBOR

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

City of Gig Harbor – Periodic Comp Plan Update Scope

Phase 1: Project management, documentation, and communications

The consultant team will begin the project by meeting with SCJ and Gig Harbor staff to review project scope, schedule, budget, and deliverables to ensure expectations are clear. That meeting will cover project communication protocols, including providing team members with information needed to deal effectively with issues, including whom to inform of a specific issue and whom to contact for assistance.

The consultant team will participate in monthly check in calls with the City's project manager and will provide monthly progress reports documenting the status of both scope progress and budget expenditure.

Deliverables:

- Kickoff meeting with staff
- Participation in monthly check in calls, monthly invoices and progress reports

Phase 2: Understanding

This work establishes a baseline of understanding for Gig Harbor and an assessment of the existing comprehensive plan's policy for compliance with current GMA requirements. It also produces a project engagement schedule, identifying specific engagement opportunities and establishing a first-generation project calendar in close consultation with City staff.

2.1 Demographics Report

SCJ will work directly with City staff in updating the plan's demographic information. This task will also include compiling data for base map layers.

2.2 Policy Framework

This task includes review and analysis of existing plans and other relevant planning documents. SCJ will compile this information into a single and cohesive reference document, evaluating the existing comprehensive plan's policy framework and "mashing up" policy guidance from other recent policy documents. This will establish a comprehensive and current policy framework, allowing for a quick and intuitive understanding and evaluation of the community's current policy environment. This will also be a living document, keeping track of policy initiatives as they emerge and providing comparisons to what is already on the books.

2.3 Comp Plan Engagement Schedule

In this task, SCJ will create a project schedule integrating the comprehensive plan and transportation master plan and EIS, working with staff to understand the process needs for each and designing points of intersection where appropriate. This task aims to ensure our collective efforts are compatible, consistent, and complimentary. The detailed project schedule will identify milestones for internal coordination with City Departments, community outreach, and anticipated touchpoints with the Planning Commission and City Council. This task will identify community engagement events and techniques for each step in the process. We will work with you to design a program (see Phase 3) to build upon Newcastle's existing community engagement tools and ensure transparency and effectiveness.

Deliverables:

- Demographics memo
- Plan and policy inventory
- Process schedule, with engagement strategy
- Policy Framework

Phase 3: Comprehensive Plan Update

This phase of work prepares the comprehensive plan periodic update, revising the plan's structure, narrative, and policy to comply with new statutory and regional requirements and advance the community's pursuit of its vision. The plan will incorporate work produced for the transportation element, too, ensuring policy compatibility, regional certification, and strategically targeted and consistent implementation actions.

3.1 Projections and Land Use Needs Analysis

We will review your existing land use environment and compare it to population forecasts and policy guidance from PSRC and King County. We will work with you to understand how land use may need to adjust to hit growth targets and achieve the type, mix, and scale of development envisioned in regional policy.

3.2 GMA Checklist, Evaluation, and Update of the Existing Policy Framework

SCJ will apply the GMA checklist to evaluate the required updates to the comprehensive plan and development regulations, using the policy framework to specifically target policy revision requirements and opportunities. We will also assess how the city's goals match the results of early community conversations identifying issues and opportunities.

3.3 Vision: Applied

We will review, vet, and refine Newcastle's vision to reflect community concerns and aspirations. We may use a scenario-based approach to visioning or focus on amending the one now adopted, working with you to discern the most helpful method. Our approach will conform to your guidance for equity in engagement, ensuring the emerging vision benefits from as broad a set of perspectives as possible and addresses the potential of HCT and missing middle housing. We will make this vision spatial in nature, emphasizing the community's diversity in character, hope, and need.

3.4 Scenarios

We will work with staff to develop alternate land use scenarios, addressing potential land use changes and policy consequences of each. These scenarios will be the basis for detailed community conversation and inform the accompanying SEPA work, creating a direct bridge between the comprehensive plan and its integrated environmental impact statement.

3.5 Plan Drafting

We will rewrite the comprehensive plan to respond to the updated vision, technical analysis, regional policy, and community suggestions. We will review those areas in town which may intensify and become more complex, ensuring they are adequately supported by transportation, transit, utilities, and policy. This effort will focus on creating consistency with Buildable Lands Reports, City projects, and other adopted policy. The plan will conform to GMA content requirements but may also be structured differently than the current plan. We will work with you to determine the best possible format, potentially orienting the plan for an "online first" publication and building it on HTML protocols.

3.6 Implementation

We will create an implementation table, linking each action with applicable plan policies to underscore the relationships between proposed actions and the planning basis for each.

3.7 Zoning Amendments

This task dedicates approximately 40 hours of our time to audit your development regulations and, as possible, draft specific code amendments to tackle the highest compliance or strategic implementation priorities. We will work with you in this task to prioritize code amendments, conceptualize their direction, draft text edits, and consider the magnitude of other changes necessary to achieve plan objectives.

Deliverables:

- Land use analysis and targeted change areas
- GMA checklist and policy framework
- Draft spatial vision
- Planning scenarios
- Draft comprehensive plan
- Draft implementation table
- Priority zoning amendments

Phase 4: State Environmental Policy Act (SEPA) consultation

This process is consistent with the Washington Administrative Code's guidance for developing, vetting, and certifying an integrated comp plan/EIS, ensuring the process can accommodate and effectively integrate an EIS into the comprehensive plan if required.

4.1 Background and Scoping

The scope and level of environmental review will match the degree of detail and transformation the comp plan anticipates. We will work with the City to define the scope of environmental analysis, including no environmental impact statement as part of our initial scope. We will prepare a determination of non-significance and SEPA checklist to kick off the SEPA process. If the scope of the comprehensive plan warrants an EIS, however, we will work with the City to prepare a Determination of Significance and begin the EIS scoping process.

Deliverables:

- Determination of Non-Significance and SEPA checklist, or
- Determination of Significance and scoping notice

Phase 5: Community Engagement Strategy and Adoption

The best plans are supported by the communities who will live by them and be responsible for their implementation. This phase of work describes the types of engagement activities we expect to design, inform, or run, ensuring the Gig Harbor community has an effective voice in this plan's development, priorities, and commitments.

5.1 Orientation Interviews

We believe a set of orientation interviews soon after starting work is key to focusing our effort on the topics and issues most relevant in the community's eyes. These interviews invite community members into the process.

We propose devoting up to three days for these conversations, by meeting with people one-on-one or in small groups.

5.2 PC updates

We believe the Planning Commission will prove helpful to generate community involvement, and we have included updates as part of our proposed scope. We will work with you to identify the Commission's role and scope of activities and then prepare them for their involvement.

5.3 Public Outreach Events (up to 8)

We will design and participate in multiple outreach events. We have included up to 8 public events here, preparing materials in advance as appropriate to support them. We will coordinate public engagement with other City events when possible, presenting materials pertaining to the comprehensive plan update and related planning efforts. We expect to refine the public engagement and outreach events once we have agreed upon an overall strategy, creating a progressive, inclusive, transparent, and compelling engagement series to inform the community and support plan initiatives. Events may include a storefront studio or other multi-day charrette-style activity, community workshops, or open-mike open houses, depending on the outreach approach we agree upon during the project planning phase.

5.4 Project Website and Social Media

We will coordinate with the City on its website and social media platforms, developing content as appropriate to announce events and describe project progress. We will also develop at least one online community questionnaire to explore community preferences and sort through planning alternatives.

5.5 Planning Commission and City Council

We anticipate preparing for and attending up to eight public work sessions or hearings with the Planning Commission and City Council, tracking recommended changes to the comprehensive plan as requested, and then producing a final document upon plan adoption.

Deliverables:

- Up to 24 orientation interviews and summary report
- Advisory committee handbook
- Up to 8 public events
- Project website and social media
- Up to six Planning Commission and City Council meetings

Phase 6: Traffic model update, traffic forecasting, and capacity availability

This task includes updating the City's Visum travel demand model, preparing traffic forecasts to evaluate future land use and transportation improvement strategies and preparation of an updated Transportation Capacity Availability Report. The consultant will coordinate with WSDOT, PSRC, and neighboring jurisdictions to leverage available traffic data sources for the model update in addition to working with the City to obtain updated information necessary for this task.

6.1 VISUM traffic model update

Model Update Charter

The consultant team will meet with City staff to understand how they want to use the model. During this meeting, the group will set a charter for the model update and identify the key steps for model improvements and validation. Hardware and software improvements since the previous model update have made it practical to implement a *Highway Capacity Manual*-based network capacity methodology, which provides a greater level of detail than the existing model can offer. The consultant will recommend model revisions to improve model precision and accuracy.

Create 2022 Baseline Visum Traffic Count Files

The consultant team will use traffic count data collected by the City in 2022 and supplemented with available regional traffic counts to update the 2017 traffic count files. This data will be used for model validation and Level of Service (LOS) calculations.

Create 2022 Baseline Visum Land Use Files

The consultant team will work with City staff to verify baseline land use by Traffic Analysis Zone (TAZ) for all City TAZ's in the model. This will require City staff confirmation of current employment and housing by type for each TAZ. A 2022 GIS land use file will be provided for City review with 2022 employment and housing by TAZ. City comments will be used to create an updated baseline land use file.

Create 2022 Baseline Visum Network Files

The consultant team will work with City staff to verify baseline network attributes for all links and nodes in the model. This will require City staff confirmation of current link type for each street segment and control type for each intersection. A 2022GIS network file will be provided for City review with proposed 2022 link and node attributes. City comments will be used to finalize the baseline network attributes.

6.2 Baseline Model Validation

The consultant will use the updated land use and network data as the basis for a recalibrated travel demand model. Modeled traffic flow and trip distribution patterns will be compared against field data, including traffic counts and origin-destination studies. Model parameters will be adjusted to improve correlation between modeled and observed travel characteristics. The travel demand model will also be reviewed to eliminate any procedural or coding errors which could influence travel demand forecasts. The model validation process will utilize methods and targets recommended by FHWA and NCHRP literature. The validated model will provide a goodness-of-fit statistic equal to or better than the 2017 model.

6.3 Pipeline model

Create Pipeline Visum Land Use Files

The consultant will confirm the City's approved pipeline development list with respect to approved projects, in particular those that create new housing units or additional employment. The Baseline land use file will be updated by TAZ into the Visum Pipeline model.

Create Pipeline Visum Network Files

The consultant will update all links and nodes in the model to reflect for short range transportation improvements (6-year horizon, consistent with GMA for concurrency evaluations), based on the most up-to-date local TIPs, STIP, regional plans, and input from City staff.

6.4 Future year baseline model

Create Future Baseline Land Use File

The consultant team will work with City staff to update the future (long-range) land use by Traffic Analysis Zone (TAZ) for all City TAZ's in the model. Long-range forecasting year will be confirmed through discussion with City staff and will maintain consistency with Gig Harbor Comprehensive Plan Land Use Element update.

Create Future Baseline Network File

The consultant will update all links and nodes in the model to reflect long range transportation improvements that are likely to be funded through the long-range horizon based on the most up-to-date local TIPs, STIP, regional plans, and input from City staff. The Future Baseline network will include only those future improvements that City staff consider highly likely. The network may not include all the future improvements assumed in the current Transportation Element of the Comprehensive Plan.

6.5 Future land use and transportation network scenario testing

The consultant will use the Future Baseline Model to evaluate up to four additional long-range travel demand forecasting scenarios, which may include the following:

- Future No Action (existing transportation network)
- Future SOV Congestion Mitigation Scenario (network improved to mitigate LOS deficiencies)
- Future Multimodal Scenario (increased mode share to walk, bike, transit, work from home)
- Refined Future Scenarios (Evaluate timing of future improvements)

Future land use and transportation network scenarios will be confirmed through discussion with City staff.

6.6 Model documentation

The consultant will develop a detailed Model Development and Application Report that details the assumptions and methodology for the model update, including key model inputs like current and future year land use and transportation network improvements assumed. The report will walk users through common tasks in applying the model (updating land use, performing a select link analysis to identify trip distribution patterns, and operating the capacity availability tool for annual reporting). Additionally, the documentation will provide guidance on future model updates.

6.7 Concurrency report

The consultant will develop an update to the 2017 Concurrency Report using the updated Pipeline Visum Model forecast, consistent with Gig Harbor Municipal Code.

Deliverables:

- Technical memorandum
- Traffic Counts imported into the Visum model and traffic flow map
- Updated land use imported into the Visum model and baseline land use map showing employment and housing by TAZ
- Updated Pipeline network data imported into the Visum model and Pipeline network map showing link types and intersection controls
- Updated network data imported into the Visum model and baseline network map showing link types and intersection controls
- Updated land use imported into the Visum model and pipeline land use map showing near-term employment and housing growth by TAZ
- Updated future land use imported into the Visum model and baseline land use map showing long-range employment and housing growth by TAZ
- Updated Future Baseline network data imported into the Visum model and Future Baseline network map showing Baseline network improvements
- Graphic representations of traffic flow patterns and volumes resulting from the various scenarios for use in developing a preferred future network
- Model Documentation Report
- 2022 Concurrency Report

Phase 7: Transportation element update

The work to update the transportation element is both technical and strategic in nature, requiring detailed analysis of the transportation system and a “weaving in” of policy initiatives compatible with and advancing the comprehensive plan’s other policies and implementation actions.

7.1 Current conditions update

Consultant will develop a comprehensive assessment of current transportation conditions to bring the previous plan’s evaluation up to 2023. This task will leverage data collected in Tasks 2, as well as other data available to provide a comprehensive look at all facilities within the City, including state-owned highways such as SR 16.

7.2 Policy update

Consultant will review the current set of policies and recommend edits needed to meet current GMA and PSRC requirements.

The consultant will also work with City staff to evaluate the ‘layered network’ and level of service policies developed for Gig Harbor’s prior transportation plan. It is anticipated that this evaluation will occur through a workshop – either in person or via conference call. We will make recommendations to update the network to reflect update state of the practice or updated conditions on the ground.

Project List Development and Costing

Once the traffic modeling has been completed, a layered network is developed, and level of service standards adopted, the consultant identifies projects to improve Gig Harbor’s transportation infrastructure, through inclusion in the short range (6 year) and long range (20 year) TIPs. Planning-level cost estimates will leverage available cost estimates from the City and other sources. As a part of this task, the travel model will be used to evaluate the best order for project completion.

7.3 Plan implementation and financing

To help Gig Harbor build the projects, provide the programs, and sustain the transportation system, the consultant will examine funding strategies and sources of revenue that can help pay for transportation. The consultant will update the funding section of the current transportation element based on information provided by the City’s finance staff.

7.4 Plan development

Throughout the process the consultant will have collected data, conducted extensive public outreach, and performed multi-disciplinary analysis. The final product of this process will be the Transportation Element document.

Deliverables:

- Technical memorandum
- Updated policies, Layered Network Map, Level of service workshop; memorandum summarizing findings
- Project list
- Technical memorandum
- Draft and final Transportation Element

Phase 8: Transportation Impact Fees (TIF) update

This element of our work will revisit the City's transportation impact fees, basing new fee structures on network changes and forecast demand for additional transportation system improvements.

8.1 Review and update transportation project list

The consultant will review the projects that have come out of the Transportation Element tasks to identify capital projects that could meet impact fee eligibility.

Deliverables:

8.2 Calculate existing deficiencies and update growth assumptions

The consultant will calculate the existing deficiency portion of transportation projects based on adopted level of service policies. The consultant will work with the City to explore creative ways to identify deficiencies to ensure to maximize project eligibility.

The consultant will summarize expected residential and commercial growth within the city consistent with the Transportation Element and travel model developed in prior tasks. The consultant will then convert the land use growth to person trips for calculation of the impact fee.

Another important GMA requirement is that impact fees are only charged for growth that occurs in the city. The consultant will estimate the usage of the transportation projects by city growth using the updated travel model.

Deliverables: Technical memorandum

8.3 Calculate impact fee rate and prepare rate study

The consultant will calculate a new 'cost per trip end' that is translated into an impact fee schedule and will develop an impact fee rate study to support the new impact fee.

Deliverables:

8.4 Presentations to Council committees

The Consultant will prepare for and attend up to two City Council Committee meetings to present on the proposed updates to the impact fee program.

Deliverables:

- Technical memoranda (project list and deficiencies/growth assumptions)
- Draft and final impact fee rate study
- Two presentations to City Council Committees

Consultant Billing Rate Schedule

Client: City of Gig Harbor

Project: 2024 Gig Harbor Comprehensive Plan Periodic Update

Date: October 17, 2022

BILLING RATE SCHEDULE				
Firm	Name	Title	Billing Rate	Availability
SCJ Alliance	Dan Penrose	Principal	\$215	5%
	Bill Grimes	Project Manager/Engagement Lead	\$215	15%
	Aaron Qualls	Policy Lead	\$149	15%
	Sharese Graham	SEPA/EIS Lead	\$220	10%
	Malissa Paulsen	GMA Compliance/Code Audit	\$110	15%
	Alicia Ayars	Land Use	\$140	10%
	Hillary Kirby	Graphics/Publication	\$125	5%
	Cori Benge	GIS Lead	\$95	10%
	Shareefa Abdulsalam	Transit-Oriented Development	\$201	5%
Leland Consulting Group	Brian Vanneman	Economic Lead	\$200	5%
Fehr & Peers	Carmen Kwan	Transportation Support	\$205	10%
	Kendra Breiland	Transportation Lead	\$310	10%



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

Meeting Date: February 13, 2023

SUBJECT: Professional Services Contract with the Gig Harbor Chamber of Commerce for Publication of the 2023 Visitors' Guide

SUBMITTED BY: Josh Stecker, City Clerk

DEPARTMENT: Administration

PHONE: 853-7613

SUGGESTED MOTION: Move to authorize the Mayor to sign a Professional Services Contract with the Gig Harbor Chamber of Commerce for publication of the 2023 Visitors Guide.

BACKGROUND INFORMATION: The City of Gig Harbor has annually funded and produced an official Visitors' Guide each of the past several years. Similarly, the Gig Harbor of Chamber of Commerce annually produces the Profile magazine which serves as a relocation guide and covers many of the same features as a visitors' guide.

This year the City and the Chamber are working to collaborate on a joint effort that expands the profile magazine to include many of the traditional feature's of a visitors' guide. The Chamber will be responsible for publishing and producing the guide and distributing it locally. The City will be responsible for distributing the guide to tourism outlets like SeaTac Airport and on the Washington State Ferries.

FISCAL CONSIDERATION: Production of the Visitors' Guide is a defined goal in the 2023-24 Budget and funding comes from the City's \$450,000 LTAC allocation.

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: N/A

ATTACHMENTS: Professional Services Contract with the Gig Harbor Chamber of Commerce for Publication of the 2023 Visitors' Guide

STRATEGIC PLAN PRIORITY: Promote and enhance a dynamic and robust economy

**PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
THE GIG HARBOR CHAMBER OF COMMERCE**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and the Gig Harbor Chamber of Commerce, a non-profit corporation (the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in developing a Visitor's Guide and desires that the Consultant perform services necessary to provide the following 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 thousand dollars (\$60,000.00) 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 B – Costs for Profile Magazine Production**. 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 B**, unless the parties agree to a modification of this Contract, pursuant to Section 17 herein.

B. The Consultant shall submit an invoice to the City 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 April 15, 2023; 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. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
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.

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.

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 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.
3. 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 Administrator and the City shall determine the term or provision's true intent or meaning. The City Administrator 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 Administrator's 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.

Gig Harbor Chamber of Commerce
Miriam Battson
3125 Judson St.
Gig Harbor, WA 98335
(253) 851-6865

City of Gig Harbor
Katrina Knutson
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 City Administrator 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 _____, 2023.

CONSULTANT

CITY OF GIG HARBOR

By: _____
President & CEO

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

Scope of Work for Merging Profile with Official Visitors Guide

The Gig Harbor Chamber (Consultant) will:

- Create the merged Profile Magazine (relocation guide) with the City of Gig Harbor Official Visitors Guide. The Profile cover will include the city's logo and "Official Visitors Guide".
- Be fully responsible for all advertising ads and is solely entitled to those proceeds.
- Be fully responsible for arranging printing of 50,000 magazines and shipping to 3 locations with predetermined quantities: Chamber, City, and Certified Folder.
- Chamber will work with the city and manage local distribution throughout the greater Gig Harbor area.

The City of Gig Harbor will:

- Pay the Gig Harbor Chamber of Commerce \$60,000 its services.
- Work with the Chamber to provide maps and confirm article additions.
- Be fully responsible for contracting directly with Certified Folder for distribution on ferries and SeaTac and other tourism locations they distribute to.

EXHIBIT B

Costs for Profile Magazine Production

Profile Magazine Stand Alone

Initial

PLUME	\$6,600.00	
Inspira	\$5,250.00	
PSD * pizza party	\$200.00	
Staff **	\$5,228.50	\$17,278.50
Printing	\$14,520.00	
Shipping	\$225.00	
Initial Cost	\$32,023.50	

Profile/Visitor Guide 120pg+

*New
Additional Quote/total*

PLUME	\$2,062.50	\$8,662.50
Inspira	\$1,875.00	\$7,125.00
Staff **	\$2,259.14	\$7,487.64
50 % of initial work	\$8,639.25	\$8,639.25
Printing		\$57,870.00
Shipping		\$2,160.00
Grand Total		\$91,944.39

Initial Cost \$32,023.50

Add'l Cost **\$59,920.89**

* Pizza Party for Career Transition students (PSD) - they assist with local distribution

** Miriam, Randi & Jessica - writing content, photography, promotion, reviewing with design team, coordinating with content authors, distribution

Initial

	Rate	# hours	
Miriam	33.65	120	\$4,038.00
Randi	24.61	10	\$246.10
Jessica	23.61	40	\$944.40
			\$5,228.50

Addition

	Rate	# hours	
Miriam	33.65	50	\$1,682.50
Randi	24.61	10	\$246.10
Jessica	23.61	14	\$330.54
			\$2,259.14



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

Meeting Date: February 13, 2023

SUBJECT: Appointment of Patsy Irwin, Miriam Battson, and Carrienne Ekberg to the Lodging Tax Advisory Committee.

SUBMITTED BY: Tiffany Aliment, Assistant City Clerk

DEPARTMENT: Administration

PHONE: 851-6137

SUGGESTED MOTION: Move to confirm the appointment of Patsy Irwin (Collector with a term expiring September 30, 2026), Miriam Battson (Receiver with a term expiring September 30, 2024) and Carrienne Ekberg (Receiver with a term expiring September 30, 2026) to the Lodging Tax Advisory Committee.

BACKGROUND INFORMATION: The Mayor intends to appoint Patsy Irwin, Miriam Battson, and Carrienne Ekberg to the Lodging Tax Advisory Committee to fill vacancies on the committee.

FISCAL CONSIDERATION: None.

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: N/A

ATTACHMENTS: None.

STRATEGIC PLAN PRIORITY: Promote and enhance a dynamic and robust economy



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

Meeting Date: February 13, 2023

SUBJECT: First Reading of Ordinance 1508 Amending GHMC 9.24 Relating to Alcohol in Parks and Park Operating Hours

SUBMITTED BY: Jennifer Haro, Parks Manager

DEPARTMENT: Public Works

PHONE: 253-853-8253

SUGGESTED MOTION: None.

BACKGROUND INFORMATION: The City was approached by a non-profit organization that leases a building from the City of Gig Harbor about the possibility of serving alcohol at fundraising events in their building, as well as a building that they rent out to the public. Currently, Gig Harbor Municipal Code 9.24.020 prohibits alcohol in parks, except for consumption on a vessel at Jerisich Dock. Upon consideration of making this change, staff reached out to other nonprofit organizations that lease city buildings and had another ask to be allowed to serve alcohol at events.

This ordinance would amend GHMC 9.24 to allow exceptions to the prohibition of alcohol in leased buildings, as long as they comply with all Liquor and Cannabis Board permitting and licensing requirements for events. The leases for the nonprofits who requested this change will require amendments to allow alcohol to be served at the buildings. The leases will be brought forward at the 2nd reading of the proposed ordinance. This change will allow nonprofits that help preserve the history of Gig Harbor to enhance their fundraising opportunities so that they can continue their missions.

This change was presented at the January 26 Council Study Session where Council generally supported bringing this code amendment and relevant leases to a regular meeting for a vote.

FISCAL CONSIDERATION: None.

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: This proposed code amendment was presented at the December 7, 2022, Parks Commission, where it was approved unanimously by consensus.

ATTACHMENTS: Ordinance 1508

STRATEGIC PLAN PRIORITY: Maintain small town character and historic preservation while growing responsibly

ORDINANCE 1508

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, AMENDING GIG HARBOR MUNICIPAL CODE CHAPTER 9.24 RELATING TO ALCOHOL IN PARKS AND PARK OPERATING HOURS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Gig Harbor Municipal Code 9.24 prohibits the consumption of alcohol in parks, except on a vessel moored at Jerisich Dock; and

WHEREAS, GHMC 9.24.005 does not specifically exclude buildings from the definition of a park; and

WHEREAS, the City was approached by a nonprofit organization that leases city-owned buildings in a park about their wish to serve alcohol at events that support their mission as a nonprofit in their leased buildings; and

WHEREAS, the Parks Commission supported this request at their regular meeting on December 7, 2022; and

WHEREAS, the City Council discussed this item and the leases that would need to be amended at their January 26, 2023 study session and directed staff to bring this ordinance and lease amendments to a regular meeting for a vote;

NOW THEREFORE, the City Council of the City of Gig Harbor, Washington, do ordain as follows:

Section 1. Gig Harbor Municipal Code Chapter 9.24 amended. Chapter 9.24 of the Gig Harbor Municipal Code is hereby amended as follows:

Chapter 9.24 PARKS

9.24.020 Alcohol prohibited in parks.

Except as permitted in GHMC 9.04.010 or except if consumed on a vessel moored at Jerisich Dock, and except if consumed in a leased area or rental area pursuant to the terms contained in the lease or rental agreement, no person shall open a package containing liquor or consume liquor in a park. Alcohol consumed pursuant to one of the above exceptions must be in accordance with Washington State Liquor and Cannabis Board permit and license requirements. This section shall be prosecuted as set forth in Chapter 9.04 GHMC. (Ord. 1454 § 1, 2021).

9.24.040 Park operating hours.

All city parks shall be closed from dusk to dawn unless otherwise provided for in the municipal code, a lease or rental agreement, or posted by the city of Gig Harbor. It is unlawful to enter or remain on any park property while closed unless

operating under the authority of a special event or special use permit. (Ord. 1478 § 3, 2021; Ord. 1454 § 1, 2021; Ord. 1369 § 1, 2017. Formerly 9.24.015).

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

Section 3. Correction of Errors. The City Clerk and codifiers of the ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 4. Effective Date. This ordinance shall take effect and be in full force and effect thirty days after passage and publication of an approved summary consisting of the title.

ADOPTED by the Council of the City of Gig Harbor at a regular meeting thereof, held this 13thth day of February, 2023.

Tracie Markley
Mayor

Approved as to form:

Attest:

Daniel Kenny
City Attorney

Joshua Stecker, CMC
City Clerk



City of Gig Harbor
City Council Meeting Agenda Bill

Meeting Date: February 13, 2023

SUBJECT: Public Hearing: First Reading of Ordinance 1507 Related to Short-term Rentals

SUBMITTED BY: Carl de Simas/Jeremy Hammar

DEPARTMENT: Community Development

PHONE: 853-7628

SUGGESTED MOTION: None.

BACKGROUND INFORMATION: *Please see the Staff Report for detailed background information.*

At a Study Session on January 19, 2023, Staff presented the City Council with four options that were based on input from all Councilmembers. Of the four options, Councilmembers chose Option 4: Streamlined approach/review in a year. Council directed staff to draft an ordinance as described in the supplemental memo presented at the study session, to include Option 4.a. Ordinance 1507 is the result of that direction. The supplemental memo is also provided for context.

A few items to note regarding the ordinance and the Short-term Rental Permit process in general:

- We do not expect to create a new application form. We will add the new STR Permit to our Master Land-use Application for consistency.
- The STR permit is proposed as a Type II permit procedure. The land-use permit procedures are codified in Chapter 19.01.003.
- The proposed STR permit fee is \$650. Staff will bring forward a resolution recommending an amendment to the City's Permit Fee Schedule on February 27.
- Enforcement has been a topic of concern throughout this process. The City already has an established land-use enforcement process that will be utilized for the STR permit. Therefore, an enforcement process specific to this ordinance is unnecessary.
- The ordinance does not include explicit requirements around lodging taxes, insurance, and safety. These items are required but are addressed through other state and local codes. The ordinance does note that pertinent requirements of Title 15, Building and Construction, must be met.
- Please note that not all terms used in this ordinance are included in the codified definitions. The application of terms such as "reasonable" and "legally established" are determined case by case as not every situation is the same.
- The ordinance requires that the approved STR permit number and business license number are included in the listing advertising the STR. This is common practice in other jurisdictions and feel it gives the guest and the public some certainty that the STR is legal.

Staff recommends the Council consider public testimony and review the ordinance accordingly. Should Council determine that substantive changes need to be made to the ordinance, another public hearing will be necessary. If no substantive changes are suggested, Staff will prepare to bring the ordinance back for a second reading at your next regularly scheduled meeting.

FISCAL CONSIDERATION: N/A

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: N/A

ATTACHMENTS:

1. Staff Report dated February 2, 2023
 2. Ordinance 1507
 3. Good Neighbor Policy
 4. Supplemental Staff Memo dated January 18, 2023
 5. STR Permit FAQ
-

STRATEGIC PLAN PRIORITY: Promote and enhance a dynamic and robust economy.



**COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT**

TO: City Council
FROM: Community Development Dept. Staff
DATE: February 1, 2023
RE: Short-term Rental Regulations

I. BACKGROUND INFORMATION

The City of Gig Harbor Municipal Code (GHMC) currently does not specifically define nor regulate short-term rentals. The Planning Division, to provide for some regulation around the use, has utilized the definition and permitting process for Lodging, Level 1 uses when addressing a request for short-term rental approval. In addition, the city requires a business license prior to operating the Lodging, Level 1.

Lodging, Level 1 is currently defined as: “a single-family residence which provides overnight lodging for guests, and may provide meals for overnight guests, not to exceed five guest rooms.”¹

The definition more closely aligns with a bed and breakfast use and thus, is not as directly applicable to short-term rentals. Further, GHMC offers no performance standards or approval criteria for Lodging, Level 1 unless the use is proposed in a zoning district requiring a conditional use permit. The City’s land-use table² prescribes where Lodging, Level 1 is conditionally allowed, permitted, and not permitted:

- Conditional use in the following zones: R-1, R-2, B-2, C-1, WR, WM, WC
- Permitted use in the following zones: R-3, RB-1, RB-2, DB, B-1, MUD
- Not permitted in the following zones: PI, RLD, RMD, PCD-C, ED, PCD-BP, PCD-NB

¹ GHMC 17.04.444

² GHMC 17.14.020

Having noted a rise in the number of short-term rentals advertised within the City, the City Council's Planning and Building Committee discussed the issue at a regularly scheduled meeting on September 7, 2021. The Committee then directed Staff to draft an ordinance, enacting an emergency moratorium on the acceptance of Lodging, Level 1 permit applications until the City had more time to study the matter.

On September 27, 2021, the City Council considered a draft ordinance, placing a moratorium on acceptance of new applications for Lodging, Level 1 uses, pursuant to RCW 35A.63.220 and 36.70A.390. Council is allowed to adopt an ordinance at first reading with a vote of the majority plus one. The ordinance, Ordinance 1467, was adopted upon first reading. A hearing, required within 60-days of the adoption of the interim regulations, was held before City Council on October 11, 2021. Several comments were submitted by the public and added to the record for consideration by Council and later, the Planning Commission.

Following the public hearing, Staff was directed to begin researching the issue, update and maintain a City web page on the subject, and bring the issue forward to the City's Planning Commission for consideration and a recommendation for permanent regulations. The City web page is found here:

<https://www.cityofgigharbor.net/749/Short-Term-Rental-Moratorium>.

The Planning Commission took the issue up at its regularly scheduled meeting on January 20, 2022. Including that meeting, the Commission studied short-term rentals at a total of 9 meetings and conducted two public hearings on June 2, 2022 and August 4, 2022. Additionally, the Commission chose to open an early public input period to garner public comment between February 4, 2022 and February 19, 2022.

The Lodging Level, 1 moratorium under Ordinance 1467 would have expired on April 6, 2022. To allow Planning Commission more time the City Council chose to adopt an extension; and, on March 28, 2022, Ordinance 1484 was adopted, extending the moratorium another six months.

The Planning Commission reviewed several iterations of draft regulations culled together by Staff from other jurisdiction's efforts, vast amounts of public input, and the Commission's own research. Unfortunately, the Commission was unable to come to a consensus on a set of regulations they felt comfortable recommending to the City Council. As the extended moratorium was set to expire on September 28, 2022, Staff, with the Mayor's support, felt it was time to bring forward the extensive body of work and efforts to City Council for direction and potentially adoption of permanent code provisions for short-term rentals.

Shortly thereafter, Staff learned of a legal decision regarding short-term rental regulations elsewhere in the country that required a detailed legal analysis relative to the City's own draft ordinance. Due to the complexity of the analysis of

this case, and another found later, the timing necessitated the Council considering another extension. On September 12, 2022, the City Council passed Ordinance 1497, extending the Lodging, Level 1 permit application moratorium another 6-months. The moratorium is currently set to expire on March 12, 2023.

The City Council has studied the matter at two recent Study Sessions on December 15, 2022 and January 19, 2023, respectively. At the January 19th Study Session, Council was presented with four options that were formulated from discussions had with individual Councilmembers prior to that meeting. Councilmembers chose Option 4: Streamlined approach/review in a year and directed staff to draft an ordinance as described in the supplemental memo presented at the study session, to include Option 4.a. Ordinance 1507 is brought before you and the public as a result of that direction.

The proposed regulations have been developed after careful consideration, the Planning Commission's feedback, City Council direction, as well as the many public comments received. They were also developed with counsel from the City Attorney to ensure legal consistency.

II. APPLICABLE CODES AND POLICIES

The authority and procedures for passing an ordinance are set forth in Chapter 1.08 GHMC. Additional procedures for amending the city's Zoning Code, Title 17, are set forth in Chapter 17.100 GHMC. Procedures for the administration of development regulations, including permit procedures and noticing, are set forth in Title 19 GHMC.

The following definitions, regulations, and policies are taken directly from the City's municipal code and adopted comprehensive plan offering pertinent support and context for the proposed draft regulations.

Applicable GHMC Definitions:

GHMC 17.04.015 "Accessory apartment" means a residential unit of up to 600 square feet with a functional kitchen, bath, and outside entrance attached to or on the same parcel as a single-family residence in a residential zone. Accessory apartments shall be under the same ownership as the primary residential unit with the owner living on-site in either unit. Accessory apartments shall not be condominiumized or otherwise sold separately.

GHMC 17.04.235 - "Commercial" means a business or activity at a scale greater than a home occupation involving retail or wholesale sale or provision of goods and services. Examples of commercial uses include, but are not limited to, restaurants, business services, professional services, personal services, product services, commercial recreation, and sales.

GHMC 17.04.320 - "Dwelling unit" is one or more rooms with at least one kitchen, that is designed as a unit for occupancy by not more than one family for sleeping and living purposes. Each unit at an assisted living facility or independent living facility shall count as one-third of a dwelling unit (.33) for purposes of calculating density.

GHMC 17.04.410, 17.84.020(A) - "Home occupation" means any activity conducted for financial gain or profit in a dwelling unit by persons residing therein, and which activity is not generally or customarily characteristic of activities for which dwelling units are intended or designed and such activity is clearly incidental or secondary to the residential use of a dwelling unit.

17.84.020(B). Such activity is clearly incidental or secondary to the residential use of a dwelling unit, and is conducted only by persons residing in the dwelling unit plus no more than one nonresident assistant or employee. Persons engaged in building trades or similar fields, using their dwelling unit or residential premises as an office for business activities carried on off the premises may have more employees than the limitation set forth in this chapter if they are not employed on the premises.

GHMC 17.04.700 - "Residential" means activity involving the human occupation of a building for living, cooking, sleeping and recreation.

Applicable Comprehensive Plan Goals

2.8.1(g) - Discourage proposals or uses which do not fit the scale of a neighborhood or which can do harm to the residential integrity of the neighborhood.

GOAL 3.6: Retain and protect the unique character of historic business and residential neighborhoods within The Harbor.

3.6.1. Maintain the Design Manual to reflect the traditional characteristics of The Harbor.

3.6.2. Establish and define the integrity of small planning areas which have common boundaries, uses and concerns using transition land-use areas and buffers/open space.

3.6.3. Establish design standards and development regulations shall recognize and complement neighborhood characteristics.

a) Adopt setback, height and building size standards which reflect historic development patterns.

b) Review minimum lot size standards and impervious coverage requirements to allow development patterns consistent with historic densities.

c) Regarding lot division, address size compatibility with historical standards.

3.6.4. Define standards which encourage building forms consistent with existing historic designs (e.g., massing, roof styles and scale).

3.6.5. Respect existing topography and minimize visual impacts of site grading. Existing topography should be maintained while still providing usable yards and open space. Retaining walls, when necessary, should be terraced and enhanced and/or screened to minimize their visual impact

3.10.1 - Retain and support a mix of uses including fishing, boating, retail, commercial, and residential uses.

3.13.3. Provide reasonable guidelines and standards for the siting of home-based businesses in residential neighborhoods. Ensure that home-based businesses do not alter or impact the residential character of neighborhoods.

6.1. Maintain and protect the scale and character of existing neighborhoods.

III. ENVIRONMENTAL REVIEW

A SEPA threshold Determination of Nonsignificance (DNS) was issued for the proposed amendments on August 25, 2022. Notice of the SEPA threshold determination was sent to agencies with jurisdiction and was published in the Tacoma News Tribune on August 25, 2022. The deadline for appealing the determination was September 15, 2022. No appeals were filed.

IV. STAFF ANALYSIS

These short-term rental (STR) regulations as noted previously, represent the results of nearly one and a half years' worth of work by Staff, the Planning Commission, and the City Council. As you can see, during this period we received over 350 written comments pertaining directly to this subject and every effort has been made to consider the merits of each one of them. Staff too addressed several of the commentors and met with a few (e.g. Short-term Rental Alliance) to ensure their input was heard and understood. We have set up a page on the City Website³ to include a project calendar, related documents, and past meetings. The city has maintained an interested parties list from these comments and provided those parties all notices related to STRs.

³ <https://www.cityofgigharbor.net/749/Short-term-Rental-Moratorium>

From the outset, the Planning Commission sought to develop a fair and balanced regulation structure with an easy to understand and easy to administer permit process. One goal was to find a way to allow short-term rentals but with factors limiting the overall number of them now and into the future. A second goal was to maintain and protect the integrity of the city's single-family neighborhoods from inundation by transient lodging uses. And a third goal was to ensure that dwelling units remain available and attainable as long-term rentals and homes.

Initial analysis regarding the number of short-term rentals existing in the city varied between 30 and 70. This assessment was based on public input, internet-based research, and analysis provided by third-party companies who offer monitoring of short-term rentals as a service for a fee. From the latter, Staff received free consultations and basic data that was passed along to the Planning Commission for their consideration. It should also be noted that the numbers may or may not include live-aboard vessels, which could skew the data.

A recent staff analysis was conducted of short-term rentals actively taking bookings within the city⁴. Staff found there to be roughly 27 short-term rentals active, this figure excludes live-aboard vessels. It was found that these rentals, while largely concentrated within the Millville and Finholm neighborhoods, were spread throughout the residential areas of the city.

Staff also researched what we know from our permit and business license records. We know that we have 5 Lodging, Level 1 operations that have an approved conditional use permit. We also know that we have 8 active business licenses for Short-term rentals which were approved prior to the moratorium (4 associated with the abovementioned Conditional Use Permits), and another 8 which have submitted business license applications following the moratorium that are presently listed as pending. Additionally, 4 other business licenses have been approved in the past for Short-term Rentals that are no longer active. Based on our estimates, there appear to be roughly 15-20 Short-term rentals presently operating without prior authorization from the city. Over the course of the last three years, the City has received three Code Enforcement Action Requests related to Short-term Rentals operations.

Staff found several publications and examples that were used to guide its work and develop the draft regulations. Some additional resources were provided by Planning Commissioners, Councilmembers, and the public. All of these resources are publicly available and also on file at the City.⁵

⁴ Survey conducted November/December 2022.

⁵ [Staff Research and Resources](#)

Through conducting research of what other cities throughout Washington are doing to regulate STRs, it became evident that a distinction would need to be drawn between Lodging, Level 1 and short-term rentals. STRs as a use have become far more popular than the traditional bed and breakfast. As Lodging, Level 1 was adopted to define bed and breakfasts when the city developed the definition back in 2006, and a bed and breakfast is clearly a commercial use, it is appropriate to add a component to its definition thereby offering food and/or services to further define the use. Including these elements to the definition clearly separates the two uses and will alleviate ambiguity in the future.

With the recent discussion of live-aboard vessels at the December 15 Study Session, a deeper examination of the regulation of live-aboard vessels and whether they should be included in the draft regulations was conducted by Staff. In addition to looking at our Shoreline Master Program, Staff looked to other jurisdictions in the region that have recently adopted Short-Term Rental regulations for examples of how or if STRs on live-aboards are regulated.

In Gig Harbor's Shoreline Master Program (SMP)⁶, live-aboards are not presently regulated as standalone entities or uses, only as an accessory element of a Commercial Marina. Relative to live-aboards, a Shoreline Substantial Development Permit application for new marina facilities or alterations to existing facilities requires the applicant to provide only the number of live-aboards or slips allocated within the marina. It appears that the number is required to confirm whether a marina proposal has adequate facilities to provide waste handling and other sanitary services. Additionally, the SMP does not provide a maximum number or percentage of slips that may be allocated for Live-aboards within a Marina.

Among the jurisdictions in the region Staff looked at which have adopted STR regulations in recent years, none have included language regarding Live-aboards in their regulations. Additionally, any regulations pertaining to Live-aboards were exclusively found in the Shoreline Master Programs of each city. Those cities include; Seattle, Bellingham, Olympia, Steilacoom, Port Townsend, and Anacortes.

A consistent element of these jurisdictions has been to define Short-term rentals as a use which occurs within a dwelling unit. Our proposed definition for Short-Term Rental is consistent with these jurisdictions in that manner. As defined in the SMP, a live-aboard is not considered to be a dwelling unit.

After examining the path other jurisdictions have taken and considering how Gig Harbor presently addresses live-aboards in the Shoreline Master Program. Staff believes that it is appropriate to exclude live-aboards from our STR regulations and potentially reexamine this use as part of a Shoreline Master Program update in the future.

⁶ [Gig Harbor Shoreline Master Program](#)

Operation of an STR, if this ordinance is adopted, will require a new permit application: Short-term Rental Permit. The ordinance, as currently written, stipulates that a short-term rental permittee may only possess one short-term rental permit. The application will be processed as a Type II procedure requiring noticing, public comment, and an administrative decision. An approved permit would be issued to one person, non-transferable, and would expire if property ownership changes, or the short-term rental permittee no longer possesses a valid business license. Lodging, Level 1 would remain a Conditional Use Permit in most zones, which is a Type III procedure requiring a public hearing and decision by the City's Hearing Examiner⁷. All short-term rentals would also require a city business license. Consistent with Title 5 GHMC, Business License and Regulations, the business license would be renewed annually. The proposed regulations require that a short-term rental operator must meet additional criteria, specific to short-term rentals, to successfully renew their business license. If they are unable to meet those criteria, their license would not be renewed, and their short-term rental permit approval would also expire.

V. STAFF RECOMMENDATION:

Staff feel the proposed draft regulations before you meet the goals expressed in the opening section of this report. We find that they present a fair, balanced, and equitable approach to permitting short-term rentals in the city while preventing their unmitigated proliferation. As provided in the ordinance recitals, and per Council's direction, if adopted, Staff will produce an STR tracking web page, prepare quarterly reports back to Council over the next year, and plan to discuss the pros and cons of the program after that year.

Staff: Carl de Simas, Community Development Director
Jeremy Hammar, Associate Planner

Date: 02/1/2023

A.

⁷ The adoption of these regulations would have no effect on those Lodging, Level 1 uses established with an approved conditional use permit.

ORDINANCE 1507

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO SHORT TERM RENTALS; AMENDING 17.04.444, 17.14.020, 19.01.003, AND 19.02.008 OF THE GIG HARBOR MUNICIPAL CODE; ADDING DEFINITIONS FOR SHORT TERM RENTAL AND SHORT-TERM RENTAL PLATFORM TO 17.04; ADDING A NEW SECTION 17.85 TO THE GIG HARBOR MUNICIPAL CODE; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on September 27, 2021, the City Council Planning and Building Committee determined that short-term rentals are prevalent in the City of Gig Harbor and may be proliferating throughout the community; and

WHEREAS, the Gig Harbor Municipal Code (GHMC) currently does not have a definition for short-term rentals and therefore does not contain regulations specific to such a use; and

WHEREAS, the City's Planning Division has permitted short-term rentals as a Lodging, Level 1 use, this being the most similar use available in GHMC; and

WHEREAS, on September 27, 2021, by Ordinance 1467, the City Council passed a moratorium on acceptance of Lodging, Level 1 applications and directed the matter to the Planning Commission for further study and a recommendation regarding the regulation of short-term rentals; and

WHEREAS, the moratorium was extended on March 28, 2022, and September 12, 2022, by Ordinances 1484 and 1497, respectively; and

WHEREAS, the Planning Commission discussed the matter at eleven meetings, beginning in January 2022, including two public hearings on June 2, 2022 and August 4, 2022; and

WHEREAS, the Planning Commission received and considered approximately 100 written public comments and heard several oral testimonies during that period of time; and

WHEREAS, the Planning Commission endeavored to draft fair, balanced, and clear short-term rental regulations that would, above all, protect the character of the City's neighborhoods ensuring that single-family housing remains available and the primary use remains consistent with the values and characteristics of the neighborhood; and

WHEREAS, the Planning Commission drafted and reviewed several iterations of draft regulations before turning the matter back to the City Council without an official recommendation; and

WHEREAS, the City Council reviewed information from several different sources, including other local and national jurisdictions and organizations; and

WHEREAS, the City Council reviewed approximately ____ public comments and received information, clarifications, and professional recommendations from City Staff to inform their decision; and

WHEREAS, the negative effect of short-term rentals on housing supply and the “potential” positive effects of regulations relative to rental property is discussed in a report prepared for the National Association of Realtors, October 14, 2015; and

WHEREAS, the City Council reviewed several articles, studies, and guidance describing the effects of short-term rentals on local housing and rental markets and recommendations for regulating the use; and

WHEREAS, the City Council desires that the permit process for short-term rentals should include public notice, an administrative decision by the Community Development Director or their assigns, and an appeal process; and

WHEREAS, the City Council desires that the permit process be administratively feasible and enforceable by City Staff; and

WHEREAS, the City Council finds that a Type II permit, as defined in GHMC, provides for the desired permit process; and

WHEREAS, the City Council, consistent with their research, finds that the permitted short-term rental should be reviewed annually to confirm consistency with GHMC and any other applicable laws; and

WHEREAS, the City Council finds that the permitted short-term rental shall be required to acquire a state and local business license; and

WHEREAS, the business license, which requires annual renewal, as is consistent with current codes, shall be reviewed annually for consistency with these recommended regulations; and

WHEREAS, the City Council finds that a signed affidavit, provided to the Planning Division annually, attesting to the relative code requirements, is the most effective, administratively feasible, and enforceable process for confirming consistency; and

WHEREAS, the City Council finds that the City has several legally established Lodging, Level 1 uses that are advertised and licensed as short-term rentals; and

WHEREAS, the City Council finds that the City has several short-term rental operations that have not been legally established through the City's current permitting process; and

WHEREAS, the City Council recognizes that the adopted regulations will affect those short-term rentals currently operating without a current City-issued permit; and

WHEREAS, those short-term rental operations that meet the criteria established within the adopted regulations will have the opportunity to receive permits after undergoing the approved permit process; and

WHEREAS, certain goals and policies of the City's Comprehensive Plan would be furthered as a result of these regulations; and

WHEREAS, the City's Comprehensive plan supports neighborhood character under Goal 3.6: *Retain and protect the unique character of historic business and residential neighborhoods within The Harbor*; and

WHEREAS, the City's Comprehensive supports equitable housing under Goal 3.11.3: *Promote fair and equal access to housing for all persons and prohibit any activity that results in discrimination in housing*; and

WHEREAS, City's Comprehensive plan supports economic vitality under Goal 3.12: *Support and encourage a strong, diversified, and sustainable economy, while respecting the natural and cultural environment and preserving/enhancing the quality of life in the community*; and

WHEREAS, the City's Comprehensive plan supports economic diversity under Goal 3.13: *Provide reasonable guidelines and standards for the siting of home-based businesses in residential neighborhoods. Ensure that home-based businesses do not alter or impact the residential character of neighborhoods*; and

WHEREAS, City's Comprehensive plan supports maintaining affordable and attainable housing under Goal 6.5: *Preserve Gig Harbor as a place to live for people of all occupations, incomes and abilities*; and

WHEREAS, the City Council finds careful record-keeping and data collection on the short-term rental permit process, the number of relative permits issued, and relative code enforcement, during the first year of administering these regulations will provide clarity around the matter; and

WHEREAS, the City Council finds that a public web site concerning short-term rental data and a quarterly City Staff report back to City Council, during the first year of

administering these regulations, will ensure public awareness and the adequacy of this action.

NOW THEREFORE, the City Council of the City of Gig Harbor, Washington, do ordain as follows:

Section 1. Gig Harbor Municipal Code Section 17.04.444 “Lodging, Level 1” is hereby amended, to read as follows:

~~“Lodging, level 1” means a single-family residence which provides overnight lodging for guests, and may provide meals for overnight guests, not to exceed five guest rooms.~~

“Lodging, level 1” means a single-family residence which provides overnight lodging for guests, and provides food service to guests in accordance with WAC 246-215-09300. Such dwelling shall have no more than eight (8) such guest rooms for persons other than the immediate family of the operator occupying such dwelling.

Section 2. Gig Harbor Municipal Code Section 17.14.020 “Land use matrix” is hereby amended as shown in Exhibit A.

Section 3. Gig Harbor Municipal Code Section 19.01.003 “Project permit application framework” is hereby amended as shown in Exhibit B.

Section 4. Gig Harbor Municipal Code Section 19.02.008 “Duration of permit approval and expiration of permits” is hereby amended as follows:

19.02.008 Duration of permit approval and expiration of permits.

C. The duration of approval, expiration and extension of the following land use permits shall not be governed by this section, except that subsection B of this section shall apply:

4. Special use permits, land clearing permits, planned residential developments, planned unit development, short-term rental permits, and temporary trailer permits shall be governed by the provisions in the specific zoning code chapter regulating those permits;

Section 5. Gig Harbor Municipal Code Section 17.04.726 is hereby added to the Gig Harbor Municipal Code as follows:

17.04.726 Short-term rental

“Short-term rental” means a legally established dwelling unit, accessory apartment, or portion thereof that is offered as a rental to guests for fewer than thirty consecutive nights.

Section 6. Gig Harbor Municipal Code Section 17.04.727 “Site Coverage” is hereby renumbered to Section 17.04.728, and replaced as follows:

17.04.727 Short-term rental platform.

“Short-term rental platform” or “platform” means a person or business entity that provides a means through which a dwelling unit, accessory apartment, or portion thereof may be offered for the purposes of a short-term rental and from which the person or entity financially benefits.

Section 7. Gig Harbor Municipal Code Section 17.85 is hereby added to the Gig Harbor Municipal Code as follows:

Chapter 17.85
Short-term Rentals

Sections:

17.85.010 Intent.

17.85.020 Applicability.

17.85.030 Short-term rental.

17.85.040 General regulations.

17.85.050 Inspections and enforcement.

17.85.010 Intent.

This chapter is intended to provide review procedures and criteria for the use of a legally established dwelling unit or accessory apartment as a short-term rental. The regulations herein are established to:

- A. Permit residents to offer their residences as short-term rentals subject to reasonable city regulations.
- B. Protect neighborhoods from the potentially adverse impacts of short-term rentals.
- C. Minimize potential impacts on long-term housing availability and attainability.

17.85.020 Applicability.

The regulations established in this chapter apply to all short-term rentals proposed or located within a legally established dwelling unit, accessory apartment, or portion thereof.

17.85.030 Short-term rental.

To operate a short-term rental, the short-term rental applicant shall first obtain an approved short-term rental permit and City of Gig Harbor business license.

A. Application procedure.

1. A short-term rental permit application shall be a Type II procedure and processed consistent with Title 19 GHMC.
2. A short-term rental permit issued to one person or entity shall not be transferable to any other person or entity nor shall a short-term rental permit be valid at any address other than the one appearing on the permit.
3. A short-term rental permit is considered valid until one or all the following criteria exist:
 - a. Owner changes; or
 - b. Owner no longer possesses a valid City of Gig Harbor business license.

B. Complete application. A complete short-term rental permit application shall include the following:

1. Completed short-term rental permit application.
2. 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.
3. Written description of the proposed short-term rental operation and affirmation that the proposed operation will meet the general requirements of Chapter 17.85.040.
4. Written description of the proposed location for the short-term rental operation.
5. Number of off-street parking spaces provided at the location, or that are proposed to be dedicated for use by guests of the short-term rental.
6. A completed Good Neighbor Policy form.
7. Short-term rental permit fee as established by resolution of the City of Gig Harbor City Council.

C. Criteria for approval.

1. The proposed operation is found to be consistent with the definition for short-term rental.
2. The application is found to be in compliance with all general regulations required by this chapter.

D. Annual business license renewal. Each annual renewal of the owner's business license shall include and comply with the following:

1. Before the annual renewal of the business license the owner shall submit to the City a signed and notarized affidavit in a form approved by the director and the city attorney. Through the affidavit the owner shall confirm information including, but not limited to, the following:
 - a. Affirmation that the general regulations of 17.85.040 have been met.

17.85.040 General regulations.

- A. The short-term rental permittee must maintain a valid short-term rental permit and City of Gig Harbor business license.
- B. The approved short-term rental permit number and City of Gig Harbor business license shall be posted on every listing advertising or offering the short-term rental, including listings on short-term rental platforms.
- C. A short-term rental permittee is allowed only one (1) short-term rental permit in the City of Gig Harbor.
- D. Short-term rental permittee, or their designee, shall always be available and able to respond in person, or by telephone, within one hour to complaints, guest concerns, and inquiries.
- E. Contact information for the Short-term rental permittee, or their designee, shall be clearly posted in a visible location within the main living space of the short-term rental.
- F. A good neighbor policy, in a form provided by the City, shall be posted in a visible location within the main living space of the short-term rental. It shall be the responsibility of the applicant to ensure that their guests comply with the policy.
- G. All off-street parking required for the primary use of the site shall be made available to guests.
- H. On or off premise signs advertising the short-term rental shall not be permitted.
- I. Short-term rental guests are not permitted to host banquets, parties, or other gatherings for direct or indirect compensation.
 - 1. Short-term rental guests are permitted to hold non-commercial gatherings which do not infringe upon the right of the neighboring residents to enjoy a peaceful occupancy of their homes.
- J. The short-term rental shall be conducted in such a manner as to give no outward appearance nor manifest any characteristics of a business, in the ordinary meaning of the term, that would infringe upon the right of the neighboring residents to enjoy a peaceful occupancy of their homes.
- K. Maximum occupancy shall be regulated consistent with GHMC Title 15.
- L. The short-term rental shall maintain all applicable performance standards for the zoning district or shoreline environment designation and as otherwise required by local, state and federal law.
- M. The short-term rental shall meet all local, state, and federal requirements regarding licenses and taxes.

17.85.050 Enforcement.

- A. Enforcement of this chapter shall be conducted consistent with the enforcement of land-use codes chapter of GHMC Title 19, the enforcement chapter of GHMC Title 15, the purpose and policy chapter of GHMC Title 5, and all other adopted and applicable enforcement chapters of GHMC Titles.

Section 8. Transmittal to Department of Commerce. Pursuant to RCW 36.70A.106, this ordinance has been transmitted to the Washington State Department of Commerce, as required by law.

Section 9. Severability. If any section, sentence, clause, or phrase of this ordinance shall 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 10. Correction of Errors. The City Clerk and codifiers of the ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 11. Effective Date. This ordinance shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

ADOPTED by the Council of the City of Gig Harbor at a regular meeting thereof, held this 27th day of February, 2023.

Tracie Markley
Mayor

Approved as to form:

Attest:

Daniel Kenny
City Attorney

Joshua Stecker, CMC
City Clerk

EXHIBIT A

Chapter 17.14 Land Use Matrix

17.14.010 Interpretation of land use matrix.

- A. The land use matrix in this chapter identifies uses permitted in each individual zoning district. The zoning district is located on the vertical column and the use is located on the horizontal row of this matrix.
- B. If a dash appears in the box at the intersection of the column and the row, the use is not permitted in that district.
- C. If the letter “P” appears in the box at the intersection of the column and the row, the use is permitted in that district.
- D. If the letter “C” appears in the box at the intersection of the column and the row, the use is conditionally permitted subject to the conditional use permit review procedures and criteria specified in Chapter 17.64 GHMC.
- E. If a footnote appears in the box at the intersection of the column and the row, the use may be permitted subject to the appropriate review process indicated above and the specific conditions indicated by the corresponding footnote.
- F. All applicable requirements shall govern a use whether or not they are cross-referenced in the matrix. To determine whether a particular use is allowed in a particular zoning district and location, all relevant regulations must also be consulted in addition to this matrix. (Ord. 1045 § 1, 2006).

17.14.020 Land use matrix.

Uses	PI	R-1	RLD	R-2	RMD	R-3	RB-1	RB-2	DB	B-1	B-2	C-1 ¹⁹	PCD-C	ED ¹⁸	WR	WM	WC	PCD-BP	PCD-NB	MUD ²⁴
Dwelling, single-family	-	P	P	P	P	C	P	P	P ³¹	P ¹⁴	C	C	P ¹⁴	-	P	P	P	-	P ¹⁴	P
Dwelling, duplex	-	-	-	P	P	P	-	P	P ³¹	P ¹⁴	C	C	P ¹⁴	-	P	P	P	-	P ¹⁴	P
Dwelling, triplex	-	-	-	C	P	P	-	P	P ³¹	P ¹⁴	C	C	P ¹⁴	-	-	C ¹⁷	P	-	P ¹⁴	P
Dwelling, fourplex	-	-	-	C	P	P	-	P	P ³¹	P ¹⁴	C	C	P ¹⁴	-	-	C ¹⁷	P	-	P ¹⁴	P
Dwelling, multiple-family	-	-	-	-	P	P ⁶	-	P	P ³¹	P ¹⁴	C	C	P ¹⁴	-	-	-	-	-	P ¹⁴	P
Accessory apartment ¹	-	C	P	-	P	-	C	C	P ³¹	P ¹⁴	C	C	P ¹⁴	-	-	-	P	-	P ¹⁴	P
Family day care provider	-	P	P	P	P	P	P	P	C	P	P	P	P	-	P	P	P	-	P	P

Uses	PI	R-1	RLD	R-2	RMD	R-3	RB-1	RB-2	DB	B-1	B-2	C-1 ¹⁹	PCD-C	ED ¹⁸	WR	WM	WC	PCD-BP	PCD-NB	MUD ²⁴
Home occupation ²	-	P	P	P	P	P	P	P	C	P	-	C	-	-	P	P	P	-	-	-
Adult family home	-	P	P	P	P	P	P	P	C	P	P	P	P	-	P	P	P	-	P	P
Living facility, independent	-	-	-	C	-	P	C	C	C	P	C	C	P	C ²¹	-	-	-	-	-	P
Living facility, assisted	-	-	-	C	-	P	C	C	C	P	-	C	P	C	-	-	-	-	-	P
Nursing facility, skilled	-	-	-	C	-	P	C	C	C	P	C	C	P	C	-	-	-	-	-	P
Hospital	-	-	-	-	-	-	-	-	C	-	C	C	-	C	-	-	-	C	-	-
School, primary	P	C	P	C	P	C	C	C	C	P	C	C	P	-	-	-	-	P	-	-
School, secondary	P	C	P	C	P	C	C	C	C	P	C	C	P	-	-	-	-	P	-	-
School, higher educational	P	C	-	C	-	C	C	C	C	P	C	C	P	-	-	-	-	P	-	-
School, vocational/trade	P	C	-	C	-	C	C	C	C	P	C	C	P	P	-	-	-	P	-	-
Government administrative office	P	C	P	C	P	C	C	P	P	P	P	P	P	P	C	P	P	P	P	P
Public/private services	P	C	-	C	-	C	C	C	C	P	C	C	P	C	C	C	C	P	P	P
Religious worship, house of	-	C	P ⁵	C	P ⁵	C	C	C	C	P	C	C	P	C	-	-	-	C	-	P/C ¹⁵
Museum	P	-	-	-	-	-	-	-	-	-	C	C	P	-	C	C	P	-	-	-
Community recreation hall	P	-	P	C	P	C	C	C	C	P	C	C	P	-	-	-	C	P	P	-
Clubs	-	-	C	C	C	C	C	C	P	P	P	P	P	C	-	C ²⁰	P	P	C	-
Parks	P	P	P	P	P	P	P	P	P	P	C	C	P	-	P	P	P	P	P	P
Essential public facilities	C	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Uses	PI	R-1	RLD	R-2	RMD	R-3	RB-1	RB-2	DB	B-1	B-2	C-1 ¹⁹	PCD-C	ED ¹⁸	WR	WM	WC	PCD-BP	PCD-NB	MUD ²⁴
Utilities	P	C	P	C	P	C	C	C	C	P	C	C	P	C	C	C	C	P	P	P
Electric vehicle charging station ²⁵	P	P ²⁶	P ²⁶	P ²⁶	P ²⁶	P ²⁶	P ²⁶	P	P	P	P	P	P	P	P ²⁶	P ²⁶	P	P	P	P
Rapid charging station ²⁷	P	-	-	-	P ²⁸	P ²⁸	-	P ²⁸	P	P	P	P	P	P	-	-	P	P	P	P ²⁸
Battery exchange station	-	-	-	-	-	-	-	-	P	-	P	P	P	C	-	-	-	C	P	-
Cemetery	-	-	-	C	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Lodging, level 1	-	C	-	C	-	P	P	P	P	P	C	C	-	-	C	C	C	-	-	P
Lodging, level 2	-	-	-	-	-	-	-	C	P	-	P	P	P	-	-	-	C	-	-	P
Lodging, level 3	-	-	-	-	-	-	-	C	P	-	P	P	P	-	-	-	C	P	-	P
<u>Short-term Rental³²</u>	-	P	P	P	P	P	P	P	P	P	P	P	P	-	P	P	P	-	P	P
Personal services	-	-	-	-	-	-	P	P	P	P	P	P	P	P	-	P	P	P	P	P
Business services	-	-	-	-	-	-	P	P	P	P	P	P	P	P	-	P	P	P	P	P
Professional services	-	-	-	-	-	-	P	P	P	-	P	P	P	P	-	P	P	P	P	P
Ancillary services	P	-	-	-	-	-	P	P	P	P	P	P	P	P	-	P	P	P	P	P
Product services, level 1	-	-	-	-	-	-	P	P	P	P	P	P	P	P	-	P	P	P	P	P
Product services, level 2	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	-	-	-	P ¹⁶
Sales, level 1	-	-	-	-	-	-	C ^{7,8}	-	P	P	P	P	P	C ²²	-	-	P	C ²³	P ¹³	P
Sales, level 2	-	-	-	-	-	-	-	-	-	-	-	P	-	C ²²	-	-	-	-	-	-
Sales, level 3	-	-	-	-	-	-	-	-	-	-	-	P	-	C	-	-	-	-	-	-
Sales, ancillary	-	-	-	-	-	-	P	P	P	-	P	P	P	P	-	-	P	P	-	-
Commercial child care	-	-	C	-	C	-	C	C	C	-	-	P	-	C	-	-	-	C	-	-

Uses	PI	R-1	RLD	R-2	RMD	R-3	RB-1	RB-2	DB	B-1	B-2	C-1 ¹⁹	PCD-C	ED ¹⁸	WR	WM	WC	PCD-BP	PCD-NB	MUD ²⁴
Recreation, indoor commercial	-	-	-	-	-	-	C	C	P	-	P	P	P	C	-	-	-	C	-	P
Recreation, outdoor commercial	-	-	-	-	-	-	C	C	C	-	P ¹⁰	P	P	C	-	-	-	C	-	P
Entertainment, commercial	-	-	-	-	-	-	-	-	P	-	P	P	P	-	-	-	-	C	-	P
Automotive fuel-dispensing facility	-	-	-	-	-	-	-	-	P	-	P	P	P	C	-	-	-	C	P	-
Vehicle wash	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	-	-	-	-	-
Parking lot, commercial	-	-	-	-	-	C	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Animal clinic	-	-	-	-	-	-	-	-	P ⁹	-	P	P	-	P	-	-	-	P	-	P
Kennel	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-
Adult entertainment facility ³	-	-	-	-	-	-	-	-	-	-	P	P	-	-	-	-	-	-	-	-
Restaurant 1	-	-	-	-	-	-	C ⁸	P	P	P	P	P	P	P	-	C ¹²	P	P	P	P
Restaurant 2	-	-	-	-	-	-	-	-	P	-	P	P	P	C ²²	-	C ²⁹	P	C ²³	P	P
Restaurant 3	-	-	-	-	-	-	-	-	P	-	P	P	P	C ²²	-	C ²⁹	P	C ²³	P	P
Food truck ³⁰	-	-	-	-	-	-	-	P	P	-	P	P	P	P	-	-	P	P	P	P
Tavern	-	-	-	-	-	-	-	-	C	-	P	P	P	-	-	-	P	-	-	-
Drive-through facility	-	-	-	-	-	-	-	-	C	-	C	C	P	-	-	-	-	-	-	-
Marina	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	P	P	-	-	-
Marine sales and service	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	P	P	-	-	-
Marine boat sales, level 1	-	-	-	-	-	-	-	-	-	-	P	P	-	P	-	P	P	-	-	-
Marine boat sales, level 2	-	-	-	-	-	-	-	-	-	-	-	P	-	C ²²	-	P	P	-	-	-

Uses	PI	R-1	RLD	R-2	RMD	R-3	RB-1	RB-2	DB	B-1	B-2	C-1 ¹⁹	PCD-C	ED ¹⁸	WR	WM	WC	PCD-BP	PCD-NB	MUD ²⁴
Ministorage	-	-	-	-	-	-	-	C	-	-	C	C	P	C	-	-	-	-	-	P
Industrial, level 1	-	-	-	-	-	-	-	C	C	-	C	P	-	P	-	-	-	C	-	P
Industrial, level 2	-	-	-	-	-	-	-	-	-	-	-	P	-	P	-	-	-	-	-	-
Marine industrial	-	-	-	-	-	-	-	-	-	-	-	P	-	C	-	P ¹¹	C	-	-	-
Wireless communication facility ⁴	C	C	C	C	C	C	P	P	C	P	C	P	P	P	C	C	C	P	P	-
Accessory uses and structures	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P

1 Accessory apartments requiring conditional use permits are subject to the criteria in GHMC 17.64.045.

2 Home occupations are subject to Chapter 17.84 GHMC.

3 Adult entertainment facilities are subject to Chapter 17.58 GHMC.

4 Wireless communication facilities are subject to Chapter 17.61 GHMC.

5 Houses of religious worship shall be limited to parcels not greater than five acres.

6 Multiple-family dwellings shall be limited to no more than eight attached dwellings per structure in the R-3 district.

7 Sales, level 1 uses shall be limited to food stores in the RB-1 district.

8 See GHMC 17.28.090(G) for specific performance standards of restaurant 1 and food store uses in the RB-1 zone.

9 Animal clinics shall have all activities conducted indoors in the DB district.

10 Drive-in theaters are not permitted in the B-2 district.

11 Marine industrial uses in the WM district shall be limited to commercial fishing operations and boat construction shall not exceed one boat per calendar year.

12 Coffeehouse-type restaurant 1 uses shall not exceed 1,000 square feet in total size in the WM district.

13 Sales, level 1 uses shall be limited to less than 7,500 square feet per business in the PCD-NB district.

14 Residential uses shall be located above a permitted business or commercial use.

15 Houses of religious worship on parcels not greater than 10 acres are permitted uses in the MUD district; houses of religious worship on parcels greater than 10 acres are conditionally permitted uses in the MUD district.

16 Auto repair and boat repair uses shall be conducted within an enclosed building or shall be in a location not visible from public right-of-way and adjacent properties.

17 Only one triplex dwelling or one fourplex dwelling is conditionally permitted per lot in the WM district.

18 Planned unit developments (PUDs) are conditionally permitted in the ED district.

19 Junkyards, auto wrecking yards and garbage dumps are not allowed in the C-1 district.

20 Clubs in the WM zone shall not serve alcoholic beverages and shall not operate a grill or deep-fat fryer.

21 Independent living facilities are conditionally allowed in the ED zone only when in combination with assisted living facilities, skilled nursing facilities or hospitals in the same site plan or binding site plan.

22 See GHMC 17.45.040 for specific performance standards of sales and restaurant uses in the ED zone.

23 See GHMC 17.54.030 for specific performance standards of sales and restaurant uses in the PCD-BP zone.

24 Permitted and conditional uses in the MUD district overlay are subject to the minimum parcel size and location requirements contained in GHMC 17.91.040(A).

25 Level 1 and Level 2 charging only.

26 Electric vehicle charging stations, Level 1 and Level 2 only, are allowed only as accessory to a principal outright permitted or principal permitted conditional use.

27 The term "rapid" is used interchangeably with Level 3 and "fast charging."

28 Only "electric vehicle charging stations – restricted" as defined in Chapter 17.73 GHMC.

29 Only those properties lying adjacent to or southeast of Dorotich Street are allowed to request a conditional use permit for a restaurant 2 or restaurant 3 use. In other areas of WM zone, restaurant 2 and restaurant 3 uses are prohibited. See Chapter 17.48 GHMC for specific performance standards for restaurant uses in the WM zone.

30 Food truck permits shall be processed with a special use permit, per Chapter 17.65 GHMC.

31 Permitted above and below street-level nonresidential uses.

32 Short-term rentals are subject to Chapter 17.85 GHMC

EXHIBIT B

Chapter 19.01 Types of Permit Applications

19.01.003 Project permit application framework.

B. Decisions.

TYPE I	TYPE II	TYPE III	TYPE III-A	TYPE IV	TYPE V
Final short plat	Preliminary short plat	Plat vacations and alterations	Preliminary plats/major preliminary plat revisions	Final plats	Comprehensive plan amendments
Minor site plan review	Major site plan review	Conditional use permit	Preliminary PRD/PUD	Final PRD/PUD	Development regulation amendments
Minor amendments to PUD/PRD	Alternative design review ¹	General variances, sign permit variances	Major amendment to PRD		Zoning text amendments; area-wide zoning map amendments
Special use permits	Binding site plan	Shoreline substantial development, shoreline variance, shoreline conditional use			Annexations
Temporary trailers	Revisions to shoreline management permits ²	Major amendments to PUD			
Sign permits	Administrative variances	Amendment to height restriction area map			
Administrative design review ¹	Administrative interpretations	Mobile/manufactured home park or subdivision			

Land clearing	Shoreline permit exemptions ²	Performance-based height exception			
Home occupation permit	<u>Short-term rental permit</u>	Changes from one nonconforming use to another			
Alternative landscape plan		Site-specific rezone			
Nonconforming review		Critical area variances			
Minor preliminary plat revisions		Critical area reasonable use exceptions			
Boundary line adjustment					

¹ In addition to the procedures in this title, applications for design review shall follow the procedures set forth in Chapter [17.98](#) GHMC.

² The notice of application requirements of GHMC [19.02.004](#) and notice of decision requirements of GHMC [19.02.007](#) shall not apply to shoreline permit exemptions. The decision shall be subject to the procedural requirements of Shoreline Master Program subsection 8.2.3 and the appeal procedures of GHMC [19.06.004](#).



Short-term Rental Good Neighbor Policy per Gig Harbor Municipal Code 17.85

Short-term Rental Contact

Name: _____

Phone: _____

Email: _____

1. This policy shall be presented to the tenant as part of the contract and must be posted on site in a visible location. It shall be the responsibility of the short-term rental applicant to ensure the policy is enforced.
 - a. 24-Hour contact information
If at any time during your stay you have concerns regarding your neighbors or issues that may arise in the short-term rental unit, please call the contact provided by the operator and posted in the unit. In the event of an emergency, please call 911.
 - b. General respect for neighbors
Please remember you are within a neighborhood. Please express a general regard and respect for your neighbors. Respect neighboring privacy and property. Be friendly, courteous, and treat your neighbors like you'd like to be treated in your home neighborhood.
 - c. Noise
Be considerate of the neighborhood and your neighbor's right to quiet enjoyment of their home and property, especially between the quiet hours: 11 PM to 7 AM.
 - d. Maintenance and garbage disposal
Be sure to pick up after yourself and keep the property clean, presentable, and free of trash. Place trash, compost, and recycling in the designated containers on site.
 - e. Pets
Promptly clean-up after your pets, prevent excessive and prolonged barking, and keep pets from roaming the neighborhood. Control aggressive pets and abide by local leash laws. Store pet food indoors and in a secure location to reduce the likelihood of pest problems.
 - f. Parking and traffic safety
Park in a respectful manner consistent with your own neighborhood. Drive safely and slowly through neighborhoods and watch for pedestrians and children playing. Off-street parking at the rental unit is made available for your use, please utilize this parking.
 - g. Events not permitted
Short term rental guests are not permitted to host banquets, parties, or other gatherings for direct or indirect compensation.

- a. Short term rental guests are permitted to hold non-commercial gatherings which do not infringe upon the right of the neighboring residents to enjoy a peaceful occupancy of their homes.
- h. Tenant responsibility
Overnight guests and visitors are expected to follow this Good Neighbor Policy. Please be sure to read your rental agreement for additional terms and conditions and be aware that there may be consequences for failure to follow the policy.

DRAFT



Community Development Department

TO: City Council & Mayor

FROM: Carl de Simas, Community Development Director

SUBJECT: For City Council Study Session: January 19, 2023
Short-Term Rental Regulations – Supplement to Staff Report dated January 19, 2023

DATE: January 18, 2023

This memo is a supplement to the Staff Report already provided to Council for the upcoming Special Study Session regarding Short-term Rental Regulations. This memo seeks to provide options for Council's consideration and will be further described during the study session.

It is worth reviewing the history of the legislative process from its inception to where we stand currently:

- September 7, 2021: The Planning and Building Committee of the City Council discussed short-term rentals at regularly scheduled meeting and determined that they should be addressed.
- September 13, 2021: The City Council passed Ordinance 1467, declaring an emergency, and imposing a 6-month moratorium on the acceptance of Lodging, Level 1 permit applications. Council also directed Staff to present the issue to the Planning Commission for their consideration and recommendation.
- January 20, 2022: The Planning Commission took the issue up at its regularly scheduled meeting. They determined that early public input would be necessary and directed Staff to advertise a public comment period from February 4 – February 19, 2022.
- February – August 2022: The Planning Commission conducted 9 meetings focused on the issue and held two public hearings.
- March 28, 2022: The City Council passed Ordinance 1484 extending the moratorium another 6-months while the Planning Commission further considered legislation.

- September 12, 2022: The Council passed Ordinance 1497 extending the moratorium another 6-months. Having not yet received a recommendation from the Planning Commission, it was decided to bring forward Planning Commission's work for Council to directly consider draft regulations.
- December 15, 2022: The City Council reviewed draft regulations at a regularly scheduled study session. As there was not enough time to consider the draft and conduct a meaningful discussion, Council asked Staff to schedule a special study session to consider the draft and relevant issues.

It is worth noting that the current City Council is comprised of different members than those who originally proposed and passed the moratorium and regulatory control over STRs. As is shown in the timeline above, since that Council made its decision, the City has considered and studied this issue for nearly one and a half years. Also, the City has imposed a moratorium on the acceptance of Lodging, Level 1 permit applications – which currently includes an application for an STR – over this same period of time.

The City has received an abundance of public comment both in support of regulations and opposed to regulations. Some comments received support a particular draft of the regulations while others propose changes or offer an altogether different approach. Some comments received oppose allowing STRs at all, while others feel the City should not regulate them in any way.

The draft regulations in your packet, are an amalgam of all the Staff work and research, public sentiment, and Planning Commission direction that has been provided to the process to date. The draft regulations are not a staff recommendation per se, but really our best effort at synthesizing all this information. The legislative process, as it is, puts staff in the role of providing guidance and best practice advice to the elected officials, or Council and the Mayor. The elected officials also appoint volunteers to advisory commissions that work with staff to dive deeper on topics that the Council wishes to have further public input on. Staff, again, are in the role of guiding process, providing best practice advice, and conducting research as directed. It is rarely, if ever, the case that staff is driving a process or making recommendations in a vacuum. Therefore, again, this draft is based on the body of work and public input provided up to this point.

Since that last Council Study Session on December 15th, I have met and/or spoken with all members of the Council. In general, Council's sentiments appear to revolve around the need for options to move forward. While we heard other concerns as well – not enough data, neighborhood safety, city character, removing vessels, redefining, or defining the problem/issue, treatment of STRs already operating in the city, permitting and enforcement administration – the need for policy options continually rose to the top. Therefore, Staff would offer the following options (in no particular ranked order) that we hope will lead to Council direction and next steps in the legislative process:

Option 1: Additional Planning Commission Review: Send the issue back to Planning Commission for further consideration and a recommendation.

Option 2: Public hearing and adoption of current draft regulations: Consider public comment on the current regulations and adopt the current draft regulations presented here and dated December 15, 2022.

Option 3: Additional public outreach effort/s: Direct staff to conduct a public outreach campaign to garner additional public input to help inform next steps. This could be open houses, community meeting, online survey, etc.

Option 4: Streamlined approach/review in a year: Direct staff to craft an Ordinance that would create a permitting process for STRs in general in both residential and commercial zones through a Type II permit. The regulations would define one STR type, include performance measures, and enforcement measures. The permitting process would require both a notice of application, garnering public comment on the permit, a decision at the administrative level, and a notice of decision that would be appealable to the City's Hearing Examiner. The moratorium would be lifted concurrent with adoption of this ordinance.

This option would give the City an opportunity to collect real data on the amount of STRs, review any adverse impacts from STRs and review any public complaints. If this option is chosen, staff recommends a complete STR review within one years' time, where Council would review the data to determine if changes need to be made to the regulations based on data collected. Given that we are also in a Comprehensive Plan Update cycle, the City will be analyzing all land uses in upcoming public outreach processes. This effort could allow staff and electeds additional time to assess the issue, hear from the public, and ensure our regulations are meeting new guidance and legislation that might be instituted at the State Government level.

Option 4.a: In order to meet the original goals set out when this process began, this option would include a provision allowing only one STR permit per property owner. This option was included in previous public comment from participants in the public process and would alleviate any concerns regarding corporations purchasing STRs.

At the study session, we hope to discuss the options noted above, discuss the pros and cons of each, and receive direction from Council. Once direction is received from Council, staff will expeditiously work to finalize this project.

As always, please feel free to contact me directly with questions. Thank you.



Short-term Rental (STR) Permit Frequently Asked Questions

1. What Type of Permit Procedure is Proposed?

- a. Type II decision. Type II permits are approved administratively by the Director rather than the Hearing Examiner (Type III and III-A) or the City Council (Type IV-V). Type II procedure requires a public notice of application and notice of decision. Additionally, Type II procedure allows for an open record public hearing before the Hearing Examiner if the Director's decision is appealed. Permit procedures are found in the [Gig Harbor Municipal Code \(GHMC\) Section 19.01.003](#).

2. What is Administrative review?

- a. Administrative review (all Type 1 and Type II permits) offers a simplified review and decision process as opposed to other review processes which require the Hearing Examiner or City Council to be the decisionmaker. With a Type II procedure, the decision is made by the Director or their designee and does not require a public hearing prior to the decision. This helps to reduce the review time and cost as additional public noticing for public meetings would not be necessary, nor would fees associated with a hearing examiner decision.

3. Why is Code Enforcement not Addressed in the Ordinance?

- a. Enforcement regulations already exist within the Gig Harbor Municipal Code, so there is no need for them to be in the STR ordinance. Our current land-use enforcement process can be reviewed in [Chapter 19.16 GHMC, Enforcement of Land Use Codes](#). As with most commercial uses, the enforcement and policy procedures of [Chapter 15.24 GHMC, Enforcement](#), and [Title 5 GHMC, Business Licenses and Regulations](#), might also apply depending on the violation.

4. What will the fees be for an STR Permit?

- a. The proposed fee for the Type II STR Permit is \$650. Staff is working to update the City's fee schedule resolution for the February 27th City Council Meeting. The current fee schedule can be found on the [City of Gig Harbor Web Site](#).

5. What is a summary of the current Ordinance?

- a. The current ordinance stipulates that a short-term rental permittee may only possess one short-term rental permit within the City. The application will be processed as a Type II procedure requiring noticing, public comment, and an administrative decision. An approved permit would be issued to one person, non-transferable, and would expire if property ownership changes, or the short-term rental permittee no longer possesses a valid business license. All short-term rentals would also require a city business license consistent with [Title 5 GHMC, Business License and Regulations](#). The business license, as with all business licenses, would be renewed annually. The proposed regulations require that a short-term rental permittee must meet additional criteria, specific to short-term rentals, to successfully renew their business license. If they are unable to meet those



Short-term Rental (STR) Permit Frequently Asked Questions

criteria, their license would not be renewed, and their short-term rental permit approval would also expire.

6. The Council asked for staff to monitor STRs after approval of the Ordinance. How will staff do this?

- a. The City Council has directed Staff to create an STR tracking web page, tracking issued STR permits, STR enforcement actions, and other yet to be determined data related to STR permitting in the City. This data will be compiled and presented to City Council on a quarterly basis.

7. What if I have a previously approved Conditional Use Permit for my STR?

- a. Lodging, Level 1 would remain a Conditional Use Permit in most zones, which is a Type III procedure requiring a public hearing and decision by the City's Hearing Examiner. Those STRs that have been issued a CUP for a Lodging, Level 1 use will be permitted to continue and will not be affected by this ordinance.

8. Who should I contact with questions?

- a. Community Development Director Carl de Simas at 253-853-7628 or cdesimas@gigharborwa.gov



02.09.23

TO: mayorandcouncil@gigharborwa.gov

Carl de Simas cdesimas@gigharborwa.gov

Michelle Thomas mthomas@gigharborwa.gov

Jeremy Hammar jhammar@gigharborwa.gov

RE:

FROM: Bonnie O'Malley, Co-Founder, GHSTRA ~ 8101 Bayridge Ave.,
Gig Harbor, WA 98332

Greetings to All ~

It seems we are finally coming down the homestretch for finalizing STR Regulations. Thank you. I understand first hand how time consuming and intense this process has been since we have become your new Best Friends☺

Personally, I believe we now have a workable Proposed Ordinance that can pretty simply be refined before it is implemented. I am not going to be redundant, as Carolyn has already done an excellent job of calling out specific items that need to be defined and refined.

I gather from Michelle's email last evening that you are attempting to marry in the language of current code to cover the questions we had regarding clarification of terminology, specifics of the application, and details of the permitting process, i.e. specific standards, requirements and costs, and we are researching the current code as provided to understand the details. Thank you, Michelle.

I have an additional concern which I have addressed previously, but which I believe requires further and more serious attention. That is the

blatant and unprofessional, discriminatory campaigning of Council Member Jeni Woock. We can see from the emails that we copied all of you on how this entire negative process against STRs began. Please understand that we view her as a “One Man Band” with a negative agenda on the behalf of a very small minority of actual constituents in the City. We do recognize that the majority of the Council Members have considered this legislation with a more open mind; have actually listened to our concerns, and can now consider implementing regulations that are a win-win for all. Thank you. The following are our current considerations, and we hope they are yours as well.

1. Will this Proposal encourage and support STRs in our community to Continue providing accommodations that benefit tourism, support local business and provide lodging for a wide variety of circumstances?
2. Does this Proposal provide details of the application process with a timeline for acquisition, the responsibilities of the STR Owners, and a fair monetary structure of costs as well as penalties for non-compliance in all respects.? Will the STR Owners, the Governing Body of Gig Harbor and the Community at large have a clear and well-written reference of the total management of the STR operations?
3. Is this Proposal designed to exact fair taxation, equivalent to the taxation of any other local business?
4. Are the Regulations of this proposal designed so as not to be discriminatory in any way against STRs and their Owners compared to any other businesses in our community?

When all is said and done, we want everyone to be able to say “YES” to each of those questions. We want to be legitimate. We want to have a very clear reference of the City’s expectations and to fulfill those expectations. And again, we thank you for working so diligently to make this happen.

Regards,

Bonnie O’Malley

From: [Jeff Wohlfahrt](#)
To: [CityClerk](#)
Subject: Fwd: Short Term Rental Ordinance
Date: Friday, February 3, 2023 9:20:07 PM

My submission for public comment.

----- Forwarded message -----

From: **Jeff Wohlfahrt** <jeffwohlfahrt@gmail.com>
Date: Thu, Feb 2, 2023 at 4:07 PM
Subject: Short Term Rental Ordinance
To: <jhammar@gigharborwa.gov>

As a new transplant from the Midwest and homeowner I appreciate the work your team has done. Obviously like many residents we are concerned about the fabric of a community we were drawn to for our retirement.

Does the ordinance require the STR to be owner occupied or could an absentee owner/out of state company obtain a permit.

Will the permit fee be sufficient to handle the city administrative costs including enforcement and reporting? I assume any public safety calls to the STR will be available in the reporting process along with reported sales tax receipts.

Since most if not all homeowner's insurance policies do not cover commercial use of the property, will the permitting process require a copy of the commercial coverage or is it left up to the homeowner. This is a risk especially for non-detached housing like apartments, townhouses, and condos.

Will the permitting process exclude the city from all liability for any legal actions brought forth by the permit holder and their guests? At least a clause that forces any legal action to be handled through arbitration?

Are penalties defined for failure to uphold the STR permit requirements including fines and time-based loss of the permit including the STR hold signed agreement to abide by them.

You may consider my questions as part of the public comments.

Thanks.

Jeff Wohlfahrt
3171 Soundview Ct
Gig Harbor, WA

February 12, 2023

Mayor and City Council
City of Gig Harbor, Washington

Statement regarding proposed ordinance 1507:

My name is Carolyn Mumper; I live at 3002 79th Ave. Ct. NW, outside the city limits. We own rental property within city limits and have for 22 years. We pay property taxes in the City of Gig Harbor. I have been following the short term rental issue in the city but do not currently own a short-term rental.

It is apparent the STR permitting issue has become very complicated and obviously there is a small, influential group of citizens in Gig Harbor that wants NO STRs. Their reasons for opposing STRs is unclear.

I've read some horror scare tactics on social media, but indeed they are far-fetched assumptions, with no substantiated facts or data. Because of this, the city council has repeatedly delayed making what should be a straight forward permitting decision. Instead, it has dragged on for over 16 months with 3 moratorium extensions, while some citizens and council members try desperately to create an STR problem that does not exist. Many who would have applied for permits have not been able to apply for this entire period of time.

Ordinance 1507, the Planning Department is proposing is not a simple permitting process, but is far more complicated than necessary. I do not see the difference between operating long term and short term rentals. Both provide a place for others to reside. While my husband and I do not live in the city, we have duplexes in the city that we rent long term. We have never had to obtain a permit, no one has told us we can only have 1 rental. We provide a place for others to live; in doing so there could be parking issues, noise issues, trash issues, etc. Over the years, some of our tenants have called the police regarding issues unrelated to our rental property, but those of surrounding properties, that are not short-term rentals. These are the same problems that could be issues for short term rentals, though the City has no documented complaints for the city's short-term rentals. Why are we treating them differently? The Council owes us an explanation.

I read in the municipal code that to get a license for a short term rental you must pay \$650, have a sign posted on the property, and possibly face further hearings if anyone complains, or if the "Administrator" denies your application. I am sure there are hefty fees for these hearings. On the other hand, if an owner moves out of their home in any neighborhood, they can rent out their house for any time period, over 30 days, without permission by the City. There are no postings to let the neighbors know the house is now a rental, no specific rules, no fees. There are two homes in the City limits that have been left abandoned, and it appears that is also permitted, as I see no change to the homes' condition or lack of occupancy---yet I hear cries for Affordable Housing. In these two cases, no one is concerned about how the owner neglects the property. I do not understand the distinction being made. Short-term rentals have a pristine history of maintenance and zero problems with neighbors. We have often stayed in STRs in other towns and neighbors either ignore us or welcome us. Chances are they have seen more problems with long term rentals. I have not seen the Gig Harbor records on this comparison, but I know there are police calls to long term rental homes and complexes.

We have read of ordinances in other cities that have a simple permit system, minimal regulations, etc. Why does the city of Gig Harbor feel they need to put such strict regulations into

place, and require such a complicated permit system for those who want to exercise their property rights and run a short term rental? They have not had problems in the past with the existing STRs, some of which have been operating with a business license. successfully, for years.

Let's also remember, for every short-term rental that is restricted and unable to acquire a permit, the result is a detriment, and lack of support, to our downtown businesses that rely on tourism to keep afloat.

The Council must not adopt any ordinance or punitive permitting process without clear justification. The current Don Quixote approach needs more work.

I am against passage of this ordinance as it reads today.

Carolyn Mumper

Josh Stecker

From: Jeanne Juneau <jjuneau98@gmail.com>
Sent: Friday, February 10, 2023 10:02 PM
To: CityClerk
Subject: Comments on proposed STR Ordinance--Please share with Mayor and Council and include in public record

Categories: Council Packets

First, I want to thank and commend the City staff, Planning Commission, Mayor and Council for the countless hours involved in research, discussion and communication regarding regulations for short term rentals. While I question many aspects of this process (e.g. the 'EMERGENCY' moratorium of September 2021), I have followed the entire process with interest, read all the drafts and revisions, and attended all but one of the meetings open for public zoom attendance.

As background, I own my home, and reside full-time on Hunt Street, just off Soundview Drive. I have lived in Gig Harbor since 2012 and work for Multicare Health Systems. I bought this home in 2016 and extensively renovated it (removing an illegal apartment, among other improvements). Initially, my brother lived in the home as well, but he got married and moved in 2018. Given my significant investment in the property (along with the steep rise in property taxes post-remodel), I set-up a short-term rental of the downstairs Guest Suite (2 BR, 1 BA and family room) for extra income to allow for property upkeep and continued improvements.

My STR is marketed through AirB&B and VRBO. My accommodations and service have earned a rating of 4.9/5 stars on both platforms. Since 2018, I have remitted more than \$6,800.00 to the City in Occupancy Taxes. My neighbors are fully aware of my STR and are supportive of the endeavor. There has never been a negative incident at my property. My guests generally fall into three categories: 1) family/friends of Gig Harbor residents who are traveling from out-of-town for social occasions--wedding, birthday, family reunion, golf tournament, etc.; 2) patients receiving treatment at a Kimball Drive facility (the Hanger Clinic, local infusion center or other medical facility); and 3) business travelers. I keep my rates very reasonable--compared directly to, and priced lower than, a 2-queen room at the Best Western Motel, just up the street.

Regarding the proposed STR Ordinance: as much as the City is eager to move ahead to put SOMETHING in place to regulate STRs, this Ordinance falls short in several areas:

1. Cumbersome document; unnecessarily convoluted process; layers of cross-references into other complex City codes. One should not need a legal degree to parse this document. Please, SIMPLIFY. (As a reference, please research the STR regulations for the City of Snohomish. It is 7 sentences long and seems to cover all the bases.)
2. Permit Fees--the proposed \$650 Permit Fee is, in a word, ridiculous. It would represent **THE MOST COSTLY PERMIT** in the City---more expensive than a

permit for an 'Adult Entertainment Business (\$500),' 'Pawnbroker,' or 'Gambling Business,' among others. (See Gig Harbor Municipal Code, Title V). Why are STR operators being vilified with this draconian fee and convoluted licensing/permitting process? We provide lodging for people who spend money in this town. Period. The City should be making this process MORE accessible, not less.

3. More fundamentally, this permit presumes that there is some commercial activity taking place at STRs--something other than mere RESIDENTIAL USE. This is simply not true. Nothing happens of a commercial nature in STRs. (Municipal Code Section 5.01.101 for definitions of commercial activities.) There is simply sleeping, eating, bathing and relaxing. These are residential, not commercial, activities and are no different from residential activities in a LONG TERM RENTAL (more than 30 days). Please note that LONG TERM RENTALS are NOT covered by this Ordinance, nor do they require a permit for a Level II Land Use. It defies logic to posit that there is a FUNDAMENTAL CHANGE OF LAND USE, for the purposes of this Ordinance, between a rental of 30 days and a rental of 31 days. Think of it this way: if I rent my Guest Suite for 31 days, it is the same as taking on a housemate for that period. Unless the City intends to regulate people choosing to share a residence (for whatever reason and with whatever rental agreement), it does not follow that the City should seek to change the LAND USE category for properties that happen to rent for a shorter period.
4. Any fees required for STR operation, be it a business license, permit fee, etc., should be prorated. Full-time, owner-occupied residences that lease a guest suite, ADU or individual bedrooms, should not be forced to pay the same fees as large, non-owner occupied properties (often owned by non-Gig Harbor residents). Some of these large homes can rent for close to \$2,000/night. If permit fees are to be imposed, there should be a sliding scale based on STR income, square footage, number of beds, etc. Or, just SIMPLIFY it and make the permit fee a reasonable amount (maximum of \$100.00 seems appropriate).
5. Regarding enforcement, at the last Council discussion, Mr. deSimas said that the permit fees are required for 'Code Enforcement.' I have two questions about the necessity of these fees: 1) as there have been ZERO verified problems documented with the City regarding STRs, why is there a need for such a large budget for Code Enforcement?, and 2) What are my \$6,800.00 in Occupancy Taxes (and those of other STR owners who have been following the rules) being used for? If not for enforcement, then perhaps there needs to be a budget reallocation so that Occupancy Taxes are used to support occupancy concerns.
6. My biggest concern, as a resident and taxpayer, is that the City will get sued over this Ordinance. I voiced this concern in a prior letter and I will reiterate. It does not matter if the City wins a lawsuit: the residents will already have lost because of the cost to taxpayers to DEFEND against a lawsuit. THIS IS NOT HOW I WISH MY TAX DOLLARS TO BE SPENT. The Gig Harbor Short Term Rental Alliance (which, despite its claims, does not 'represent' me just because I'm on their mailing list) has made its litigious intentions clear. They are actively soliciting funds to take legal action against the City unless their demands are met. I implore the Council not to act rashly by proceeding with the proposed Ordinance, even if it means extending the moratorium even further (it was a poorly-reasoned action from the beginning, and the City is paying the price of this impulsive,

inflammatory decision). This proposed Ordinance is not adequate; we can do better.

That's enough for now. It is my hope that the Mayor and Council take my concerns to heart and address the fundamental issues which plague this Ordinance as proposed.

Thank you.

Jeanne Juneau
3012 Hunt Street

Josh Stecker

From: Tomi K Smith <cleverdoyenne9@gmail.com>
Sent: Monday, February 13, 2023 9:39 AM
To: CityClerk
Cc: Mayor & Council
Subject: STR

Categories: Council Packets

I will open my letter with this document as it concerns the actions of one of the city's councilmembers. I believe it deserves very close reading by everyone concerned with this issue, and potentially with issues in the future.

<https://mrsc.org/getmedia/04ae5092-48df-4964-91d7-2a9d87cb2b7c/Appearance-Of-Fairness-Doctrine-In-Washington-State.pdf?ext=.pdf>

My property is adjacent to 2 STR, one of which has been in operation for at least 9 years; the other licensed STR in operation since the beginning of the moratorium. The owners of both properties are excellent managers, neighbors, and are extremely professional. I've never had an issue with either, and I wish them continued success.

I do not have a STR, nor is ownership of one in my future. But I have witnessed the benefits the STR community has had on the local business community. I've had the opportunity to meet people visiting GH for various reasons: to celebrate a parent's 90 birthday, to return to the community where they grew up, to celebrate a sister's wedding, and so forth.

The moratorium was, in my opinion, a gut reaction to a potential STR in Millville District. It did not have the required public hearings or public comment. It was rushed through over a weekend as I recall. Then was basically being drafted by outsiders whether by unwritten contractual contract or not. It is difficult for me to comprehend why the committee and planning department did not review the City of Tacoma's ordinance, or others which are simplified.

Yes, I fully support STR but feel the proposed ordinance is not the right way to regulate property ownership.

Tomi Kent Smith
3414 Harborview Drive

Josh Stecker

From: Emily Ko Smith <emilymko@gmail.com>
Sent: Monday, February 13, 2023 11:00 AM
To: Mayor & Council
Cc: CityClerk; Jeni Woock
Subject: Public Comment_Opposition to STR's in Residential Neighborhoods

Dear Mayor Tracie Markley and Members of the City Council,

I would like to express our strong opposition to short-term rentals (STR's) in residentially zoned neighborhoods.

My husband and I relocated to Gig Harbor over 6 years ago with the desire to raise our family in a safe and close knit community. We are fortunate to be a resident in the Quali Park HOA and are incredibly grateful for the wonderful sense of camaraderie within our neighborhood. Several of our neighbors have lived in this community for over 30 years and set a wonderful example of how our area thrives on strong, lasting relationships. As homeowners and permanent residents, we value our neighborhood and work together to preserve the beauty, cleanliness and safety of our area. Our community works hard to uphold these qualities that make Gig Harbor a safe haven from the surrounding cities.

The integration of short-term rentals (STR's) in our residentially zoned neighborhood may potentially discourage and disrupt these relationships that are valued among local residents. Additional reasons for our opposition to STR's are listed below:

- Future residents flock to Gig Harbor to escape the very behavior that short-term rentals may invite to the community. Occupants of short-term rentals may: 1) increase traffic through residential streets; 2) create excessive noise; 3) increase vandalism; 4) and, hold less regard for cleanliness and/or property maintenance.
- Lower property values, as it is less desirable to live next to a short-term rental. As a family with a young child, we would not feel comfortable living next door to a STR that has a constant influx and high turnover of occupants. Safety and cleanliness would be our highest concerns.
- Residential properties being bought strictly for investment may price out young families looking to relocate to the area.

Thank you for allowing us to voice our concerns regarding the integration of STR's in our neighborhoods. We appreciate you taking our opinions/thoughts into consideration.

Sincerely,
Emily Ko Smith & Brad Smith

4209 27th Avenue
Gig Harbor, WA 98335
(Residents of Quail Park HOA)

Josh Stecker

From: Mindy Bennett <mindyladd@me.com>
Sent: Monday, February 13, 2023 10:22 AM
To: Josh Stecker
Subject: Short Term Rental Hearing

To Whom it May Concern,

I am writing in response to the City of Gig Harbor's proposed terms on STRs, within the city limits. My family has lived in Gig Harbor and unincorporated Gig Harbor for the better part of 50 years. We have seen tremendous growth both within and outside of the city. Some of that growth has been positive, some not so great.

Gig Harbor, which is one of the most spectacular cities in the country, sees a good amount of tourism. It is the destination for many weddings, special events, and of course graduations for both Peninsula and Gig Harbor High school and not to mention just a beautiful area to come for vacation. All of those reasons result in revenue coming in to restaurants, stores, entertainment, both small and large businesses alike. Which is great for Gig Harbor.

The last I checked, there are just three hotels and a handful of bed and breakfasts in the area.

Many people coming into Gig Harbor, for whatever the occasion, want to stay in a home environment. Maybe they have a family of 4, maybe they are multigenerational, or friends coming from out of town, who choose to stay together.

Maybe they are on a budget and by staying in a home, they can save money by eating in, or they have a pet that they want to bring. Maybe a person on a business trip, the scenarios are endless.

The above, which is just a small slice of reasons, don't fit into the hotel or B&B scenario.

Short Term Rentals are good for Gig Harbor, as they are for other cities and towns that allow them. They give another option for someone coming to Gig Harbor.

What is not good is requiring an STR owner to have to reside in the home.

Would you or any of the Council or Mayor want to share a home with someone they didn't know? I think NOT.

City & county laws and regulations are already in place, to protect neighbors from illegal activity, ordinances disallowing loud behavior or parties. all of which are handled by our great police department.

Requiring a permit is absolutely just. Even requiring minimum stays of 2 or 3 days, is also justified. Additionally, collecting tax is also good for Gig Harbor. However, having an owner live in or stay in the home with a guest is preposterous.

Again, I would like to ask the City Council & Mayor, if you were visiting another city, and you did not want to stay in a hotel, would you really choose a home in which an owner was residing?

I implore you to rethink the proposal, listen to the voices of the residents of Gig Harbor, to the expertise of the many cities who have created rules that work for both the property owners and their guests and draw up a guideline and regulations that will keep people coming to Gig Harbor, with the option of their choice to lay their head down at night.

Sincerely,

Mindy Ladd Bennett

Mindy Ladd Bennett
Ladd Family LLC
Dobbin LLC
LPL Properties
Managing Partner
phone: (253) 229-0386

Josh Stecker

From: Dani Baumgardner <danibaumgardner@gmail.com>
Sent: Monday, February 13, 2023 9:30 AM
To: Josh Stecker
Subject: Short term rentals

Dear Council

I live in Gig Harbor at the Summit Tower Apartments. I am a mom and have small kids. When my family comes to town to visit me, they rent a house where they can stay for a couple of weeks while visiting. I hear they may not be able to do this as you may restrict short term rentals from your city. Please do not do this. There are many residents like myself in your city. We live in apartments and don't have the room to gather with family when they visit. We enjoy renting a home and sharing family meals around the same table. Hotels do not work as meals all need to be eaten at restaurants and there is no room for us to hang out and have family game night. Please think about all of us, the people who live in apartments, condos and small homes. We need to have this option available to us.

Thank you

Daniele Abrahão and Family
6563 McDonald Ave, Unit 108

Josh Stecker

From: David Mumper <nwdave@icloud.com>
Sent: Sunday, February 12, 2023 2:06 PM
To: Mayor & Council; CityClerk
Subject: Proposed Ordinance 1507

Categories: Council Packets

February 12, 2023

Mayor and City Council
City of Gig Harbor

Re: STR Proposed Ordinance 1507

Three minutes is really inadequate to address the proposed Short Term Rental (STR) ordinance. Unfortunately, the proposal we are being asked to review and comment on is badly flawed, and it is the evolution of some alarmist postings and staff work that aimed to stymie STRs in Gig Harbor.

STRs are today quite abundant across the City. Some have been operating for decades, and some are more recent, stimulated by booking companies such as Airbnb. These STRs operate with a variety of permits, and some operate with no notice to the City. This free-for-all should be responsibly addressed by the City Council.

What is clear, STRs have operated very effectively in Gig Harbor and many other towns. With the exception of Gig Harbor, STRs are generally viewed as a community asset. Local cities, such as, Coupeville, Snohomish, Tacoma, Port Townsend and Poulsbo, just to name a few, have worked to make establishing an STR a simple administrative matter. The permitting process must always be the minimum necessary to reach a desired outcome. Unfortunately, Gig Harbor has a reputation for creating unnecessarily burdensome and expensive permit processes.

Why is Gig Harbor bent on making the permit process burdensome and expensive? I believe it all started with Mark Hoppen coming out against STRs of any type. What his thinking was, we may never know. This was followed up with Councilwoman Jeni Woock's alarmist, preposterous, inaccurate and misleading guest column and "survey" published in the Gateway. Between Hoppen and Woock, Gig Harbor was led down an ill-advised path to limit or eliminate STRs instead of managing them as the asset they are.

It is interesting that the Gateway saw fit to print Councilwoman Woock's "missile" without any fact checking or opinions from the other side. As a paying subscriber to the Gateway, I submitted a rebuttal ahead of the deadline, but the Gateway chose to ignore my comments. I can only conclude that the Gateway staff has its mind made up and is not interested in open dialogue on this issue. Sad.

In closing, the Council is considering a proposed ordinance with an unnecessarily complex and costly permitting process that proposes to unnecessarily control STRs. Look at our long history with STRs and learn from it. Unless the Council steps back and treats STRs for what they are and should be, as the assets they are in dozens of towns in western Washington, you are dooming yourselves to mismanage this opportunity, all in the name responding to the hysteria that some would have us buy into—giant corporations are waiting to buy our town.

Let me add one final point, my wife and I own a number of long term rentals inside of Gig Harbor. We have no plans to manage them as STRs. Our only interest is in seeing Gig Harbor make good decisions on STRs.

Dave Mumper
3002 79th Ave Ct NW
Gig Harbor, WA 98335
(253) 691-3950

Copy to City Clerk

Sent from my iPad

Josh Stecker

From: Rosa Alejo <rosa.alejo@gmail.com>
Sent: Sunday, February 12, 2023 7:07 PM
To: Mayor & Council
Cc: CityClerk
Subject: STR Proposed Ordinance 1507

Categories: Council Packets

February 12, 2023

Dear Mayor and Members of the City Council,

Before I begin, I really want to thank you all for the hard work and dedication that you have spent over the past year during the Short-Term Rental Moratorium. I realize that it has been difficult and at times extremely contentious. I have been recently really concerned by City Council member, Jeni Woock, Facebook messaging to the community. I am sure that you are all well aware of what she has been pushing to the public. She has a very biased, fear-mongering opinion of short-term rentals. I really hope that the other members of the council can please be open to hear our side and help us enjoy our property rights and let us continue to enjoy hosting guests here in Gig Harbor. We ourselves have enjoyed staying at short-term rentals with our family when we're on vacation but can understand that there is fear out there on what this means to residents of the community.

Here is our story on how we got started. My husband and I live in Gig Harbor and purchased a second home in April 2022 in Gig Harbor. We wanted to both help my Mom in the future and also wanted to diversify our investments. We have plans for my Mom to eventually move here. However, in the meantime, we thought we would rent our second home long-term, however, we were not ready to take the risks that come with being a landlord for LT tenants here in Washington state. Instead, we decided to rent it out short term.

It has not been profitable as some have imagined, but we have enjoyed hosting guests in this beautiful City. We try our best to support local businesses and provide a guide of local restaurants and shops for our guests to visit. We are so happy to have hosted someone locally who was remodeling their home, as well as guests of a local church and an artist who came to visit Gig Harbor to see his artwork displayed at the Harbor History Museum. We have also hosted people who are house hunting and families and groups of friends enjoying the Harbor.

We live close to 7 minutes from the property and we monitor the home closely to ensure that there are no rowdy guests. We also try our best to screen guests beforehand. So far, all of our guests have been wonderful!

Also, as we are planning to apply for a short-term rental permit as soon as the opportunity opens, I would really like some clarity about the process. I am a little surprised that we do not have as much detail as I would hope for. For example, I am not sure how the decision process is made. This is concerning as if we do not get our permit we will have to cancel future reservations and have to re-visit what we are doing. In times of economic uncertainty, this is not something we want to have to deal with. It is very scary. Also, what is concerning, is the huge signage that will be put on our property when we apply. I would imagine that this would be required for new commercial businesses. Ours is a single-family residence and we are worried that this would further scare the community and create more resistance and perhaps even false noise complaints. As you have said, there has been only one complaint over the past years on short-term rentals. Please help to provide more clear regulations and certainty around the application process.

I truly believe that our short-term rental is helping our local businesses and helping our city thrive. I hope you will take some time to read some of our reviews attached.

Thank you for your time,

Rosa Alejo

Below are some reviews from some of guests:

“Great Hosts and a Great house!

The title says it all, David and Rosa were a pleasure to communicate with, and the house is so lovely. It was beautiful to wake up and have such a good view of the harbor!?”

“ABSOLUTELY BEAUTIFUL. I loved staying here. The home itself is clean, comfortable & chic inside. The surrounding area is beautiful, peaceful and quiet. Hope to stay here again. Thank you Rosa!!!! 😊”

“Very comfortable home in a quiet neighborhood very close to the charming city center. Comfortable beds and living spaces, peaceful and relaxing.”

“Our stay here was great. Rosa was amazing to work with, communicative, and super helpful for us planning our trip to Gig Harbor. She was responsive and wanted to ensure we had the best stay.”

“Staying at Dave and Rosa’s place was a welcome retreat for our family! The house is peaceful, relaxing and private. We especially loved the views and sitting on the deck. Dave and Rosa are excellent hosts! They are communicative, responsive and extremely accommodating. We would absolutely stay at their house again and would recommend it to others. The location is great - within walking distance of restaurants but tucked away from busy roads.”

Our stay was amazing, our Host the Alejo’s really made us feel like we were at home. Not only did we walk into a spotless house, it was very nice to have a cold bottle water waiting in the fridge and their picks of things to do and places to see in Gig Harbor was very helpful. It was a quick stay, but my wife can’t wait to go back and hopefully stay here again. We would recommend them again and again. Thank you for a great experience!!!”

“Great location! Rosa was very communicative and provided some awesome recommendations of where to eat and things to do. Highly recommend staying at their place!”

Josh Stecker

From: jspencer.burke@yahoo.com
Sent: Monday, February 13, 2023 10:54 AM
To: Josh Stecker
Subject: City of Gig Harbor - Short Term Rentals / AirBnB's

To Whom it May Concern,

I am a resident of the city of Gig Harbor. I am writing this in support of short-term rentals within the city.

I travel often for business and appreciate the privacy and amenities that short-term rentals have to offer. I do NOT wish that you restrict short term rentals from our city. They are a welcome addition to our small town.

Contact info:
Joseph Spencer Burke
3324 Rosedale St
Gig Harbor WA, 98335

From: [Sarah Kowash](#)
To: [Mayor & Council](#); [Josh Stecker](#); [CityClerk](#)
Subject: Short Term Rentals
Date: Monday, February 13, 2023 11:04:26 AM

Dear Mayor and City Council,

I am a Gig Harbor resident and wish to express my support for short-term rentals. I believe that the city should implement reasonable and fair regulations. Please do not require short term rentals to be owner occupied, require that the owners live in the city, and require owners to stay in their property for a specified time. These rules would essentially make short term rentals non-existent in the Harbor and inflict on property rights.

My sister owns one of the licensed short-term rentals on Ross Ave. She and her family are not a corporation, but a single family investing in their retirement and future. This is her only short-term rental property. She has worked very hard to be a good neighbor and provide a very high-quality experience for her guests. She promotes Gig Harbor restaurants and businesses by providing a detailed directory in the home, posting downtown event posters from the Downtown Waterfront Alliance, and she is always available to her guests when they ask for business/restaurant recommendations and/or any accommodations. When guests arrive, they receive a welcome gift that includes items from our local businesses. She even provides shopping bags to enjoy the weekly, seasonal, Water Front Farmer's Market. She cares about the Gig Harbor community and regularly demonstrates this support through her donations to our local school's fundraising auctions/events and the Fish Food Bank. She does not reside at this short-term rental, nor does she live in Gig Harbor. She is a "Super-Host" and has a five-star rating on both Airbnb and Vrbo for her short-term rental. This is only achieved by being an incredible host and providing a high-quality experience for her guests. Please do not let fear keep her from her goal of one day retiring in this home. I know she is not the only person that would be impacted by these proposed regulations.

I hope you will focus on regulations that are fair, inclusive, and reasonable to Gig Harbor's current situation with Short Term rentals, which I have understood to only be positive.

Sincerely,
Sarah Kowash
7797 Beardsley Ave.
Gig Harbor, WA 98335

City Council, Gig Harbor Washington

Re: Proposed Ordinance 1507

I would like to have my thoughts regarding proposed ordinance 1507 made a matter of public record. While my mailing address is Gig Harbor, I do not live within the city limits. However, I am still concerned about ordinances like this one because I believe they tend to be referenced by other jurisdictions as justification for creating similar regulations of their own.

My wife and I operate two Short Term Rentals in Tacoma. The only requirements there, are to obtain a permit to operate rental property and comply with existing zoning, safety and health laws. It should be noted that only one permit is required regardless of the number of rentals owned. There are no other restrictions. I believe Tacoma's regulations are reasonable. I think proposed ordinance 1507 is not.

Please consider a simple scenario:

I own a house in Gig Harbor but will be traveling and will not be home for a month. I have a brother who is married and has two children. I choose to let him and his family stay in my house for two weeks while I am not there.

Should the City of Gig Harbor be able to tell me this is illegal? How is this any different from offering my home to the public as a short-term rental? The impact to the neighborhood and the city will be exactly the same in either case.

Additionally, I do not understand why this type of business (Short Term Rental) is being singled out for a restriction as to the number of businesses that may be operated. Gig Harbor Municipal Code 5.10.010 states that "Adult entertainment facilities are detrimental to the public health, safety and welfare." Yet based on existing Gig Harbor city ordinances, it appears there is no restriction on the number of "Adult Entertainment" businesses I could operate in Gig Harbor. However, proposed ordinance 1507 would limit me to operating only one Short Term Rental. This does not seem fair or logical.

The city has done some research and cited concerns about loss of affordable housing, parties and parking. Assuming these issues even exist in Gig Harbor, proposed ordinance 1507 will have no impact on solving them.

While it is tempting to try to formulate rules that will solve all of life's problems, property ownership and various living situations are far too complex to anticipate all of the unintended consequences that ordinance 1507 would cause while property owners are simply trying to enjoy their property rights. This ordinance would just make existing city ordinances more complicated, add cost to city operations, strip rights from property owners and do nothing to improve the lives of citizens.

Proposed ordinance 1507 should not be adopted.

Respectfully,

Richard Moser

46 Point Fosdick Dr NW

Gig Harbor, Wa 98335

February 11, 2023

Dear Planning Commission, Mayor and City Council members,

Please read this letter into the records.

As stated in previous letters addressed to the council back in May and July of 2022, we currently own an STR located at 3507 Ross Ave in the Millville District of Gig Harbor, a few blocks from where we currently reside full time.

Based on the current Proposed Ordinance 1507 and STR FAQ document from the City of Gig Harbor, we would like to follow up on a couple of our previous concerns.

~ Given the fact that it can take the city well over a year to move simple permitting through the city how would short term permits move through the system in a timely manner? What sort of timeline would the application procedure have? The director of permit approvals needs to have a deadline in place to approve or ask for revisions of permits otherwise this process could go on for months.

~If a new city ordinance goes into effect 5 days after posting, would you honor current rental bookings until an STR permit can be obtained? If so, how far out into the future?

~If there is a permit procedure in place to obtain an STR permit and all application criteria is met, why the need for a Type II Permit? What would cause an application for an STR permit that met clear criteria to be appealed? Ordinance 1507 lacks a simplified, clear, and streamlined process for permitting. Using Land Use Code is not the answer.

~ An Ordinance that does not follow Land Use Code as an STR is Residential Use. A residence, no matter how long a person resides, is used for the following and more:

A place to sleep

A place to consume a meal

A place to use the restroom

Please see attached link:

https://brandtlawgroup.com/short-term-rentals-are-a-residential-use-in-most-washington-community-associations/?fbclid=IwAR0DvdSUqhTod4duIC4EqvtnabTQv9qzPkS5DNWAf8p5NerJAppXH9p_i7l&mibextid=Zxz2cZ#:~:text=In%20summary%2C%20Washington%20law%20has%20held%20that%20a,prevent%20covenants%20from%20prohibiting%20short-term%20rentals%20of%20homes

~Again, according to the City of Gig Harbor Council Guidelines & Procedures (Revised 4/25/2022), we believe the same council member continues to post inappropriate information and opinions regarding council business on their personal Facebook page.

Respectfully,

Christy and Mike Dowd
3519 Harborview Drive #1
Gig Harbor, WA 98332
Dowdhouse@gmail.com
253-381-5323

To: Mayor T. Markley and Gig Harbor City Council

From: Glenn Peterson - 1821 Franklin, GH, WA.

Re: STR Proposed Reg's.

Good afternoon Mayor Markley and Gig Harbor City Council,

Many of us concerned citizens and businesses appreciate your willingness to dig into the STR issue beyond the surface and have been able to see beyond the hype and hysteria that's been heaped on you by anti-STR interests, some of the most vocal coming from within our own city government.

Past

We need to have a quick look back before we can look forward because in many cases, the best indicator of a future result is to look at what happened in the past. In our case, this started with the **emergency** moratorium. We heard cries that STR's were exploding and causing more crime, businesses were buying up STR's, while reducing housing affordability, availability, harming city character, and causing other community ills. We never heard that STR's helped in any way with tourism, local business, improved neighborhoods, and City taxes.

We learned that some with influence were able to use false narratives, partial truths and limited information to stoke fear in citizens. We live here and this false-framing of the issue would cause me concern/fear as well if I didn't have an understanding of the issues. I don't believe this has been the intent of the Mayor and the majority of our City Council.

When we looked into the alleged STR problems, the data told the truth and exposed anti-STR talking points as having no basis in fact or reality. We provided a voluminous amount of objective public and private data, offered to work with the Planning Commission and City Planners for fair and reasonable STR reg's, we even provided sample reg's that met City objectives and constitutional requirements. But at all turns, we were truly ignored by City Planners.

Before and after each hearing, I and others shared responsive information and brought forth regulatory options that met stated City objectives. Each time this occurred, we saw City Planners regroup, ignore the information provided and recommit efforts to essentially regulate STR's out of our community. I appreciate those on the Planning Commission, the Mayor and City Council for slowing down, asking relevant questions to understand the underlying issues, and resisting pressure to shut down the debate. This is how the legislative process should work.

The commitment by special interests to shut down STR's remains impressive. However, I and others believe the energy and focus in this area is misplaced. So why is there all of this anti-STR focus and propaganda regarding 25 or so STRs in the shoreline area? For Gig Harbor, this appears to be about 3 things:

- Eliminating 25 STR's in the Millville and Finholm areas by a few influential citizens that don't want them in the tourist areas (does this make sense?)
 - Other special interests that want to maintain the status quo and eliminate housing diversity.
 - Using distant policy arguments to justify the eliminating and over-burdening property rights. The cause and effect of public policy arguments and STR's doesn't exist - this has been demonstrated by the data.
-

Present

Much information has already been shared on how we got here with STR reg's. The reason most of us have supported fair and reasonable STR regulations from the beginning is that we live here in the community, this is our home and we get it - our interests with the City, local business and community are the same.

The proposed reg's appear fair and reasonable in text - this is a very good thing. But there is a lack of clarity and simplicity within the reg's that can allow for subjective application. This is a concern based on prior experience with some City Staff in how information is shared and applied.

By making STR regulatory rules complex enough to add subjectivity in application and approval, timelines for approval can be extended, reporting demands on permit holders can be onerous, the complexity and cost of the process may increase to the point that having an STR in Gig Harbor will be impossible for middle-class families. You'll notice there are '3' separate enforcement titles used in the sample reg's - makes it very hard to understand how the different provisions of the GHMC work together to regulate STR's.

We encourage the Mayor and Council to insist on greater specificity - when the requirements of the permit are met, the permit should be issued timely i.e., 10-days. Some broad themes we would like to be clarified include:

- Permits - can we get timelines, cost's, can we cure problems in submitted permits and licenses.
- Enforcement details will help, what are the timelines for action, any warnings, is there a fine structure, if there's suspension and revocation of permits, can we cure them
- 3rd is the Process - can we ensure it's simple and prevent onerous demands, extended timelines and increased costs, if so, we're all the better for it.

Details from the proposed reg's include:

WHEREAS, the City Council desires that that the permit process for STR's should include public notice, an administrative decision by the Community Development Director or their assigns, and an appeal process; and . . . **(P2)**

- o **Issue:** potentially creates a neighbor against neighbor environment, what if a neighbor doesn't want the STR? Can we get an objective permit process where a permit is issued once requirements are met; how long does this process take. What is the process for public notice; how quickly does it occur and who pays for it? Appears very similar to the CUP process. This process should not be an 'administrative decision', it should be objective. The current Community Development Director has been leading the STR reg process from the beginning.

· **WHEREAS**, the City Council finds that a Type II permit, as defined in GHMC, provides for the desired permit process; and . . . **(P2)**

- o **Issue:** Is a Type II permit appropriate for an STR? The Type II permit process and ultimate approval rest with the Community Development Director, is this subjective?

· **WHEREAS**, the City Council, consistent with their research, finds that the permitted STR should be reviewed annually to confirm consistency with GHMC and any other applicable laws . . . **(P2)**

- o **Issue** - can a renewal occur with a simple affirmation of compliance from the permit holder?

· **WHEREAS**, those STR operations that meet the criteria established within the adopted

regulations will have the opportunity to receive permits after undergoing the approved permit process; and . . . (P3)

- o **Issue** - Permits should be automatic once conditions of the permit are met, it should be issued timely and not affect the operator's ability to run their STR during the processing time.

· **WHEREAS**, the City Council finds that a public web site concerning STR date and a quarterly City Staff report back to City Council, during the first year of administering these regulations, will ensure public awareness and the adequacy of this action . . . (P3-4)

- o **Issue** - Is creation of a public website consistent with other businesses; what will be on the website? Potentially divisive (neighbor v. neighbor), but also may put the STR at risk if the actual address is open to the public i.e., having the location publicized may allow targeted vandalism/theft as the STR will not always be occupied.

· **Section 5.** Gig Harbor Municipal Code Section 17.04.726 is hereby added to the GHMC as follows: 17.04.726 Short-Term rental "Short-term rental" means a legally established dwelling unit . . . (P4-5)

- o **Issue** - What happens in the interim if the permit process is not timely; can the STR owner continue to operate until the permit is received? Or does this relate also to the building permits on the structure i.e., someone added a sink and stove back in the 70's; is this now not 'legally established'?

Chapter 17.85 Short-term Rentals

17.85.010 Intent (Page 5)

- **Issue:** is legally established defined?

17.85.020 Applicability (Page 5)

- **Issue:** is legally established defined?

17.85.030 Short-term rental (Page 5-6) . . . obtain an approved short-term rental permit . . .

- **Issue:** can we get a copy of the permit to evaluate?

A. Application Procedure

1. A short-term permit application shall be a Type II procedure and processed consistent with Title 19 GHMC.

- **Issue:** Is Title 19 GHMC project permits consistent with use of STRs? Under this title, the Type II permit procedure is determined by the Director and the Final decision is made by the Director. The current Director has been leading the STR process from the beginning, is the decision subjective? . Is the process objective?

<https://gigharbor.municipal.codes/GHMC/19.01.001>

B. Complete application. A complete short-term rental permit application shall include . . .

1. Completed short-term rental permit application

. . .

6. A completed Good Neighbor Policy form
7. Short-term rental permit fee as established . . .

- **Issue:** can we get a copy of the rental permit and Good Neighbor Policy form to evaluate. What is the fee, should be reasonable; timeline to process (i.e., 10-days) will the permit be processed; ability to cure defects; can the STR owner continue to operate while the permit is
-

being processed?

C. Criteria for approval

- **Issue:** permit should be automatically issued once criteria met to remove subjectivity.

D. Annual business license renewal. . .

- **Issue:** can the renewal be extended beyond 1-year; Is this consistent with other GJMC provisions regarding renewal?

17.85.040 General regulations (Page 6-7)

...

B. The approved STR permit number and City of GH business license shall be posted on every listing advertising or offering the STR, including listings on STR platforms.

- **Issue:** clarification, no actual addresses should be available to the public prior to renting. STR's may be targeted for vandalism/theft if locations are known and not being used.

C. A STR permittee is allowed **only one (1) STR permit** in the city of Gig Harbor.

- **Issue:** constitutional issue regarding property rights; 2-3 STR's may be a good compromise for the few that have more than one already.

...

F. A Good Neighbor Policy, in a form provided by the City, shall be posted in a visible location within the main living space of the STR. It shall be the responsibility of the applicant to ensure that their guest comply with the policy.

- **Issue:** agree with being a good neighbor, what happens if the renter doesn't comply? If the STR owner works to get the renter removed; what penalty to the innocent STR owner?

17.85.050 Enforcement (Page 7-8)

A. Enforcement

- **Issues:** 3 different GHMC codes listed for enforcement, but no specificity for enforcement. Enforcement should be consistent with other similar uses. What are the warning, fines, are they stair stepped, what is the burden of proof if a neighbor complains to remove the STR for subjective reasons? Is there an appeal process for complaints; ability to cure?

Future

Thank you for your work to date, you recognized some were trying to bull-rush you with anti-STR's reg's, at best thinking they knew better than the Mayor and City Council, or at worst, thinking you would abdicate the issue to them for resolution. You haven't let that happen. By supporting the legislative process, you're supporting GH citizens, businesses, tourism, the city, and those wanting to not just retain the character of GH, but improve it where we can. We appreciate you finding compromise to protect basic property rights from those special interests that want to maintain the 'status quo'.

We hope the application of the new STR reg's aligns with your intentions of being fair and reasonable in application. As always, let me and others know if we can provide any further information.

Sincerely,

Glenn Peterson

From: [Ann Jolie](#)
To: [Josh Stecker](#)
Subject: Support of Short Term Rentals in Gig Harbor
Date: Monday, February 13, 2023 11:57:52 AM

First let me say that we Love Gig Harbor, It is our town. We shop, eat and play in Gig Harbor. Four of our children work in the city of Gig Harbor as does our Niece. We support many of the small businesses in Gig Harbor and support our local Hotels and Restaurants.

Our family households in Gig Harbor total 5. We have 7 grandchildren who attend schools and churches in Gig Harbor.

We have supported your Police Department with Financial Donations to their Christmas Fund and meals for the entire Department to show our Gratitude.

We also have supported the Gig Harbor Fire Department along with The Fish Food Bank and many other of your organizations.

We are active and involved in the Community.

We support Short Term Rentals in the City. We do NOT own any short term rentals in your city but understand the value they bring to the community.

It seems the big concern is “ Investors buying up property for Short term Rentals”

Gig Harbor would not be the first choice for a Short Term Rental Investor. Your season is short , your home prices are high and Return on Investment is not anywhere as good as it would be if those same funds where invested in a STR in an area that had year around activity such as skiing in winter and warm summers, or year around sunny weather.

The folks who own STR's in this area are going to more likely be those who have family homes they do not want to sell . Having their home as an STR will help them offset the high cost of property taxes and maintenance on a home they wish to keep in the family.

The more Short Term Rentals you allow in your city, the lower the nightly prices will be due to competition. This will further drive out any investor who is just in it for the money.

Quick Example

The market up here for Short Term Rentals is Maybe 40 percent occupancy . I will figure this example at 60% occupancy just for the sake of argument . 219 days at an average of 275 per night is 60,225. Property taxes are an easy 8000.00 per year leaving 52k. If you do not manage the property your self(investors will not manage themselves), you will pay a MIN of 20 percent management fee which is 12,045.(most management companies are 25 to 30%) You now have 39,955 left. The STR owners pay all utilities including internet, trash, electric, gas, cable, gardening, (unlike long term renters). These costs are an easy 600 per month totaling 7,200 per year. Now you have 32,795 left over. You must also pay for all supplies like Toilet paper, shampoo, laundry detergent, paper towels, bar soap, replacement sheets, towels, washcloths, bedding. This is another 300 per month when occupied so 2100 per year. We now have 30,695. You will pay 3% to Airbnb for your listing which is 1,806 and you will pay a cleaning person for 73 cleans (based on a average 3 day stay) at an average of 140.00 per stay. This is 10,220.00. You now have 16,863.00 left. Again, this does not include upkeep like carpet shampooing and repairs, bookkeeping, tax prep, business license fees or the cost of all the furnishings you have put in the home.

Hopefully you did not finance your home because you will still need to make a house payment with interest on your purchase.

In this example you have 16,000.00 left. 2% return on investment if you are lucky.

If your average home in waterfront Gig Harbor is 800,000. (this may be low) your return on your investment is horrible.

What most people forget is that STR owners have to manage or pay to manage the property. They also pay for all monthly utilities, cleaning and upkeep of the home.

From: [The Lee Team](#)
To: [CityClerk](#)
Subject: Please include in public hearing for mayor and council
Date: Monday, February 13, 2023 12:03:39 PM
Attachments: [image001.png](#)
[image002.png](#)

Janet Lee
Windermere Professional Partners
253-851-7653
Welcome2gigharbor.com

Begin forwarded message:

From: The Lee Team <leeteam@windermere.com>
Date: February 10, 2023 at 5:04:00 PM PST
To: cdsunharbor@yahoo.com
Subject: Short Term Rentals

Dear Community Development Department,

I am writing to express my concern for the direction that the city's short term rental process is going.

I am a resident/homeowner in the city since 2004 and a resident of Gig Harbor for almost 40 years. I am a local realtor of 34 years and am also an owner of a rental property in city limits that my daughter and I have turned into a short term rental. It has helped to supplement my daughter's income, as she manages it. She depends on the extra income that the STR brings in, as she is a single mom, living in another state. One of her children lives here, so she loves to come back home to a house that feels like home to her children. She books it out for herself throughout the year, so she can spend time with her children and family, ensuring she will always have a place to stay.

When I look at Gig Harbor, I see an undersupply of lodging. We have three hotels/inns in town, with about 130 rooms total. Gig Harbor is billed as a destination, and I believe the STRs really do add to the tourist experience by allowing people to come and stay in Gig Harbor. STR's provide the extra rooms that are necessary throughout the year when the hotels are filled. We all probably experience peak times in the late spring through early fall and holidays, and it is so very important to keep our tourists IN GIG HARBOR, instead of them staying in Tacoma and spending their tourist dollars there. Our guests love to shop at the local businesses and eat at the restaurants, which provides needed revenue to them.

We really cannot be compared to other cities that have lots of hotels, i.e. Olympia,

Seattle, Walla Walla, Bellingham, Lake Chelan. They are all cities with many more hotels than Gig Harbor has. I believe we are more like Snohomish and LaConner. I like their approaches to the STRs in their respective towns. Cannon Beach, Oregon has STR's, and their many hotels are usually booked. As far as complaints go, Cannon Beach has kept track, and STR complaints are under 3% in comparison with all the other complaints. No one seems to be as stringent as what the Council is now proposing.

Snohomish has kept it simple. They didn't have a problem to begin with (Gig Harbor doesn't either), and apparently has been working fine since the city Council passed an ordinance allowing the City to regulate them.

My concerns about the proposed ordinance are:

- #1 - I think the Council needs to simplify what they expect from the STR owners and tie everything back to the business.
- #2 - It is being put under the Land Use code, which doesn't make sense. STRs are residential, not land use. I think the Council has to go back and make sure they are in the proper code category. The Land Use is too harsh.
- #3 Enforcement seems to be discretionary – it leaves a lot of power to one person, the administrator, and it would need to be objective, not subjective.
- #4 We SHOULD NOT have a public website with addresses and open to visitors seeing any violations, infractions, addresses, notes, etc. This is definitely not safe. In our present crime-ridden state, how easy would it be for someone to go "check out" the STR and determine if it was vacant, thus leaving it open for break-ins and theft??

I honestly think what is proposed is an overreach. I would like to see #1 happen right away, back to the drawing board. I do appreciate all the hours and time you may have spent, but let's get it right the first time. We can always revisit it down the road after a trial period.

Thank you.

Blessings,
Janet Lee
253-851-7653



Janet Lee | MCNE, CRS, Premier Properties Director, CLHMS, Luxury
Marketing Specialist
(253) 851-7653

leeteam@windermere.com

Welcome2gigharbor.com



The Lee Team | **Windermere Professional Partners**

2727 Hollycroft St #210, Gig Harbor, WA 98335

Office: 253-235-4036

From: [Susan Higgins](#)
To: [Josh Stecker](#)
Subject: Staying in Gig Harbor
Date: Monday, February 13, 2023 12:06:52 PM

Hello City of Gig Harbor.

I am not a resident of your city. I live in California. I come to Gig Harbor about twice a year to visit my family. While we are there, we rent a short term rental in downtown Gig Harbor. We love your little town. When we stay, we shop at your little businesses along the harbor. We have been to Beach Basket, the little shop that sells kitchenware on the water. We have purchased jewelry at the store on the corner across from Heritage Brewery. We eat at Tides Tavern, Brix and Devoted Kiss. We have also had meals in the shopping center by Fred Meyer and purchased lots of toys from the Learning Toy Store by Marshall's for our niece and nephew. My husband and I are the guests you would be pushing to another city if you ban short term rentals in your town. We are business professionals who like to stay in high end properties when we travel. Please consider all of those who will be affected by your new regulations.

Sincerely
Frank and Susan Coniglio

Sent from my iPhone

UPCOMING GIG HARBOR CITY MEETINGS
ALL AGENDA ITEMS TENTATIVE – SUBJECT TO CHANGE
Please see the meeting agenda for specific details on how to attend.

Day	Date	Time	Group	Agenda Items
TH	Feb. 9	3:00pm	City Council Study Session	LTAC Appointee Introductions Sports Complex Naming Rights Climate Action Plan Update Active CIP Schedule Update
TH	Feb. 9	5:00pm	Design Review Board	Devita Single-Family Residential – Continued from 01/26/2023
SA	Feb. 11	9:00am	City Council Retreat	<i>To be held at Harbor History Museum</i>
M	Feb. 13	5:30pm	City Council	See Agenda
TH	Feb. 16	5:30pm	Planning Commission	Housing Needs Assessment Update Review consultant scope of work for Comprehensive Plan Periodic Update
TH	Feb. 23	5:00pm	Design Review Board	CANCELLED
M	Feb. 27	5:30pm	City Council	Presentations: Red Cross Month Proclamation Consent: - Contract Extension with Uptown Animal Hospital - Council Committee Assignments - Approval of Collective Bargaining Agreement with Police Union (Teamsters 117) - Civic Center HVAC Investment Grade Audit Proposal - Professional Services Contract for Wollochet Dr./Wagner Way Intersection Improvements - Professional Services Contract Amendment #3 for Burnham Dr. Half-width Street Improvements Phase 1A - Resolution XXXX Amending Fee Schedule Old Business - Second Reading of Ordinance 1507 Related to Short-term Rentals - Second Reading of Ordinance 1508 Amending Parks Code New Business - Amendments to Leases with Gig Harbor BoatShop and Skansie Netshed Foundation - Pierce County Conservation Futures Stewardship Agreement and Agreement to Fund/Lyons Property - Professional Services Contract for North Creek Culvert Replacement Design and Permitting
W	Mar. 1	5:30pm	Parks Commission	
TH	Mar. 2	3:00pm	City Council Study Session	Proposal for Above-Ground Fuel Storage Tanks at the Operations Center Wastewater Comp Plan Tech Amendments: - Jarzynka SFR - Mallards Landing Lot 7 - Rosedale Preliminary Plat - Harbor Run Commercial Fishing Pavers at Ancich Park

UPCOMING GIG HARBOR CITY MEETINGS
ALL AGENDA ITEMS TENTATIVE – SUBJECT TO CHANGE
Please see the meeting agenda for specific details on how to attend.

Day	Date	Time	Group	Agenda Items
				Parks Bond Impact Fee Reports
TH	Mar. 2	5:30pm	Planning Commission	Urban Forestry
W	Mar. 8	10:00am	Arts Commission	Election of Chair/Vice Chair Creative Endeavors Grant
TH	Mar. 9	5:00pm	Lodging Tax Advisory Committee	
TH	Mar. 9	5:00pm	Design Review Board	
M	Mar. 13	5:30pm	City Council	New Business: - First Reading of Ordinance 1509 Stormwater Manual Adoption - Agreement to Replace Commercial Fishing Pavers at Ancich Park
TH	Mar. 16	3:00pm	City Council Study Session	Arts Commission Appointee Introductions Parks Commission Appointee Introductions Masonic Lodge Structural Analysis Presentation from Junior Sail Program
TH	Mar. 16	5:30pm	Planning Commission	Climate Action
TH	Mar. 23	5:00pm	Design Review Board	
M	Mar. 27	5:30pm	City Council	Consent: - Parks Commission Appointments - Arts Commission Appointments - Professional Services Contract for Arc Flash Analysis at WWTP and Lift Stations - Professional Services Contract for Lift Station 1A Rehabilitation - Professional Services Contract for Wollochet Dr./SR16 Eastbound Off-Ramp Right Turn Lane Old Business: - Second Reading of Ordinance 1509 Stormwater Manual Adoption New Business: - Resolution XXXX Approving the Mallards Landing Wastewater Technical Amendment - Resolution XXXX Approving the Rosedale Preliminary Plat Wastewater Technical Amendment - Resolution XXXX Approving the Harbor Run Wastewater Technical Amendment - Resolution XXXX Approving the Jarzynka Wastewater Technical Amendment - Professional Services Contract for Soundview Drive Water Main Replacement - Public Works Construction Contract Award for Public Works Operations Center
TH	Mar. 30	3:00pm	City Council Study Session	Review Utility Payment Program Financial Support Options
M	Apr. 10	5:30pm	City Council	

UPCOMING GIG HARBOR CITY MEETINGS

ALL AGENDA ITEMS TENTATIVE – SUBJECT TO CHANGE

Please see the meeting agenda for specific details on how to attend.

Day	Date	Time	Group	Agenda Items
TH	Apr. 13	3:00pm	City Council Study Session	
M	Apr. 24	5:30pm	City Council	New Business: • Adoption of the City's Water Use Efficiency Goals • Adoption of the Water System Plan
TH	Apr. 27	3:00pm	City Council Study Session	WWTP Nutrient Optimization Update

City of Gig Harbor Two-Year Strategic Plan 2022-2023

Vision Statement: *The City of Gig Harbor leads the way in livability, environmental stewardship, economic vitality, and municipal services.*

Priorities	Goals	Actions – Routine/Annual	Actions - Project
Foster a healthy City organization	- Be an exceptional employer - Retain existing workforce - Attract qualified applicants - Ensure safe work environment - Encourage staff training - Encourage and obtain employee feedback	- Fill all vacancies in a timely manner - Maintain effective procedures to respond to ADA, FMLA, etc. issues and situations - Maintain collaborative relationships with union representatives - Re-qualify for AWC Well City designation	- Develop a staff retention and attraction program* - Review and update the City's DEI program* - Develop an employee recognition and appreciation program - Update Personnel Policies Manual - Update Safety Manual and Accident Prevention Program - Conduct employee satisfaction survey - Revise employee evaluation process - Develop management training for all new supervisors*
Ensure sustainable future for public services and facilities	- Provide more efficient and effective municipal services - Improve public outreach on capital projects - Increase communications between the City and residents - Better understand community needs and service expectations - Make city meetings more accessible to residents online - Source funding and implement plans for City Parks & Rec, streets/transportation options, utilities - Ensure adequate infrastructure to support community needs	- Update utility rates as needed - Support free vessel pump-out service - Continue implementing permit and land use approval process improvements - Continue and when possible, increase resources dedicated to capital improvement projects - Review/amend TIP to improve motorized and non-motorized transportation	- Develop an online citizen comment/reporting form - Conduct a citizen satisfaction survey* - Create a City-wide Communications Plan* - Update Public Works Standards - Conduct HOA fair - Implement hybrid Court system/electronic case management - Implement hybrid city meetings platform - Develop neighborhood traffic calming policy
Maintain small town character and historic preservation while growing responsibly	- Promote responsible growth in keeping with small town character - Address infrastructure issues to relieve traffic issues - Ensure adequate affordable housing - Focus on character retention and historic preservation - Foster safe, livable and attractive community - Decrease distance to get to a park or open space - Enhance walkability and pedestrian/cyclist safety	- Annually docket specific priorities in the Comprehensive Plan - Provide funding support for Harbor History Museum - Monitor State legislative activity - Provide funding support for Senior Center programming - Maintain/expand support for the Arts Commission and the arts in the city - Implement and support Sister City program* - Continue to fund Creative Endeavor Grants - Implement pedestrian and bicycle projects consistent with adopted Transportation Element	- Revise Municipal Code for short term rentals - Prepare 2024 Comprehensive Plan Periodic Update - Provide funding for Harbor History Museum Maritime Gallery project - Provide funding for Senior Center permanent home - Complete annexation study - Review Design Manual - Develop Housing Needs and Action Plan - Create Historic Preservation Committee - Review parking requirements for businesses and off-street parking - Support funding for youth and teen activities*
Promote environmental sustainability and preserve Gig Harbor's natural beauty	- Address climate change - Preserve tree canopy - Preserve and enhance natural character - Add undeveloped land to parks inventory	- Support free vessel pump-out service - Annually review Climate & Sustainability Action Plan (once developed)*	- Adopt Climate & Sustainability Action Plan* - Incorporate climate change into the City's Comprehensive Plan - Form Climate Action Committee* - Adopt Urban Forest Management Plan and update tree retention policies* - Develop recycling program in City parks - Install Civic Center electric vehicle charging station - Pursue opportunities to buy conservation parcels* - Annex parcels in City's park system - Update Stormwater Management and Site Development Manual - Assess gaps in public charging stations in the ROW for electric vehicles
Promote and enhance a dynamic and robust economy	- Develop a plan to increase promotion of our local business community - Increase vitality of the city's small businesses - Attract larger business to industrial zone - Maintain and enhance commercial fishing	- Support Downtown Waterfront Alliance and Chamber of Commerce - Promote tourism-related activities through lodging tax grants - Promote downtown businesses and events to bring in visitors - Continue collaboration with Pierce Transit for downtown trolley service - Produce annual Visitor's Guide - Annually evaluate effectiveness of tourism promotion and lodging tax - Continue supporting visitor-oriented media relations	- Design and construct Fishermen's Home Port - Create a Business Retention and Attraction Plan* - Evaluate and amend (if necessary) development regulations and fees - Develop and implement a small business fair*