AGENDA
GIG HARBOR CITY COUNCIL MEETING
Monday, February 27, 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 sxʷəbabč 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 - February 9, 2023.pdf
   City Council Minutes - February 13, 2023.pdf

2. **Professional Services Contract Amendment #3 – Burnham Drive Half-Width Improvements Phase 1a**

   Documents:

   AGENDA BILL PSC Amendment 3 for Burnham Drive Improvements.pdf

3. **Second Reading of Ordinance 1508 Amending GHMC 9.24 Relating to Alcohol in Parks and Park Operating Hours**

   Documents:

   AGENDA BILL Ordinance 1508.pdf

4. **Professional Services Contract – Wollochet/Wagner Intersection Improvements**

   Documents:

AGENDA BILL PSC for Wagner Way Wollochet Improvements.pdf

5. **Collective Bargaining Agreement and MOU for Involuntary Overtime with Teamster Local Union No. 117 for Police Employees**

   Documents:

   AGENDA BILL Police Union CBA.pdf

6. **Approval of Vouchers**

   Check numbers 99841 through 99979 in the amount of $1,020,868.73.

PRESENTATIONS

1. **Red Cross Month Proclamation**

   Presented to Larry Bleich

   Community Volunteer Leader | Elected Officials Liaison

   American Red Cross - South Puget Sound and Olympics

   Documents:

   Red Cross Month Proclamation.pdf

2. **Police Detective Recognition**

   Police Chief Kelly Busey

MAYOR'S REPORT

CITY ADMINISTRATOR'S REPORT

PUBLIC COMMENT ON NON-AGENDA ITEMS

OLD BUSINESS

1. **Second Reading of Ordinance 1507 Related to Short-term Rentals**

   Suggested Motion: Move to approve Ordinance 1507.

   a) Report: Community Development Director Carl de Simas

   b) Clarifying questions from Council

   c) No public comment will be accepted on this agenda item. The public hearing was closed on February 13, 2023.

   d) Council deliberation and action

   Documents:

   AGENDA BILL Ordinance 1507.pdf

NEW BUSINESS

1. **Resolution 1270 Amending City Fee Schedule**

Suggested Motion: Move to approve Resolution 1270.

a) Report: City Clerk Josh Stecker

b) Clarifying questions from Council

c) Public comment

d) Council deliberation and action

Documents:

AGENDA BILL Resolution 1270.pdf

2. **Pierce County Conservation Futures Agreement to Reimburse and Stewardship Agreement/Restrictive Covenants for the Lyons Property.**

Suggested Motion: Move to approve and authorize the Mayor to sign the following Pierce County Conservation Futures documents related to the City's recently acquired Lyons property: Agreement to Reimburse; and Stewardship Agreement and Declaration of Restrictive Covenants.

a) Report: Public Works Director Jeff Langhelm

b) Clarifying questions from Council

c) Public comment

d) Council deliberation and action

Documents:

AGENDA BILL Pierce County Futures Agreements.pdf

3. **Resolution 1271 Expressing the City's Support of the Pierce County Village Project**

Suggested Motion: Move to approve Resolution 1271

a) Report: City Clerk Josh Stecker

b) Clarifying questions from Council

c) Public comment

d) Council deliberation and action

Documents:

AGENDA BILL Resolution 1271.pdf

4. **First Reading and Adoption of Ordinance 1509 Amending the City's Personnel Salary Schedule**

Suggested Motion: Move to approve Ordinance 1509.

a) Report: HR Director Shannon Costanti

b) Clarifying questions from Council

c) Public comment

d) Council deliberation and action

Documents:

AGENDA BILL Ordinance 1509.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, February 9, 2023 – 3:00 p.m.
Community Rooms or Virtual Link

CALL TO ORDER / ROLL CALL: Mayor Markley called the meeting to order at 3:03 p.m. Councilmembers Barber, Henderson, Lykins, Martin, Rodenberg, Storset, and Woock were present.

DISCUSSION ITEMS:

1. **Introduction of Lodging Tax Advisory Committee Appointees –** Mayor Markley introduced Patsy Irwin, Carrianne Ekberg, and Miriam Battson. Each appointee addressed Council and spoke briefly about themselves.

2. **Sports Complex Naming Rights –** Parks Manager Jennifer Haro introduced Jessie Palmer with the YMCA, who spoke on the agenda item and answered questions from Council.

   General Council consensus was not supportive of the proposal.

3. **Climate Action Plan Update –** Senior Planner Roxanne Robles provided Council with a PowerPoint presentation regarding the status of the Climate Action Plan, answered questions, and requested feedback from Councilmembers.

   At 4:09 p.m., Council took a break and returned at 4:17 p.m.

4. **Active CIP Schedule Update –** Public Works Director Jeff Langhelm provided Council with an update on the Capital Improvement Project schedule and answered questions.

ADJOURN: The meeting adjourned at 5:03 p.m.

Tiffany Aliment
Assistant City Clerk

MINUTES FOR GIG HARBOR CITY COUNCIL MEETING
Monday, February 13, 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, Martin, Rodenberg, Storset and Woock were present.

CONSENT AGENDA:

1. City Council Minutes: City Council Study Session Minutes - January 19, 2023; City Council Minutes - January 23, 2023; City Council Study Session Minutes - January 26, 2023
2. Small Public Works Contract Award for Well #5 & #6 Maintenance Project
3. Professional Services Contract Amendment #2 for 38th Ave Half-Width-Roadway Improvements Phase 2– 56th Street Intersection
4. Interagency Agreement with Dept. of Commerce for Middle Housing Grant
5. Professional Services Contract for 2024 Comprehensive Plan Update
6. Professional Services Contract with the Gig Harbor Chamber of Commerce for Publication of the 2023 Visitors' Guide
7. Appointment of Patsy Irwin, Miriam Battson, and Carrianne Ekberg to the Lodging Tax Advisory Committee
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.

MOTION: Move to approve the Consent Agenda (Barber/Henderson).
VOTE: Unanimously approved

MAYOR'S REPORT: Mayor Markley reported on the Night to Shine event and the return of the Gig-A-Byte podcast.

CITY ADMINISTRATOR'S REPORT: City Administrator Katrina Knutson reported on the upcoming Peninsula Emergency Preparedness Coalition Emergency Fair.

PUBLIC COMMENT ON NON-AGENDA ITEMS: Vicky Tracy commented on issues related to feeding wildlife.

NEW BUSINESS:

1. **First Reading of Ordinance 1508 related to Alcohol in Parks** – Parks Manager Jennifer Haro introduced the ordinance. The ordinance will return for second reading on February 27, 2023.

2. **Public Hearing: First Reading of Ordinance 1507 Related to Short-term Rentals** – Community Development Director Carl de Simas introduced the ordinance.

Council entered into recess at 6:30 p.m. Council reconvened at 6:38 p.m.

Public Hearing: The following individuals provided comments during the public hearing:

- Mary Anderson
- Doug Peterson
- John Anderson
- Lynn Stevenson
- Robin Carter
- Carols Davis
- Dan Smith
- Kimberly Andonian
- Edward Nadler
- Carrie Westover
- Vicky Alsaker
- Cecilia Claudio
- Griffin Doan
- Carolyn Allen
- Michelle Bailey
- Glenn Peterson
- David Mumper
- Janet Leigh
- Nancy Quayle
- Tim Simas
- Richard Moser
- Jackie O. (last name unintelligible)
- Lynn Gonzlaez
- Bonnie O'Malley
- Bob Himes
- Steve Chatman
- Cara Sandek
- Steven Andonian

MOTION: Move to direct staff to amend Ordinance 1507 to allow the short-term rental units per business (Storset/Rodenberg).
VOTE: Motion failed, 5-2 (Storset and Rodenberg in support).

The ordinance will return for second reading on February 27, 2023.

COUNCIL REPORTS / COMMENTS: Councilmember Henderson reported on a Black History month event at Key Center. Councilmember Rodenberg reported on the Chamber Intergovernmental Affairs Committee meeting and his appointment to the PenMet Senior Center board and a Sister City board.

ADJOURN: The meeting adjourned at 8:26 p.m.

Joshua Stecker, CMC
City Clerk

City of Gig Harbor
City Council Meeting Agenda Bill

Meeting Date: February 27, 2023

SUBJECT: Professional Services Contract Amendment #3 – Burnham Drive Half-Width Improvements Phase 1a

SUBMITTED BY: Marcos McGraw, Project Engineer
DEPARTMENT: Public Works / Engineering Division **PHONE:** 253-853-2647

SUGGESTED MOTION: Authorize the Mayor to execute Amendment #3 to the Professional Services Contract with David Evans and Associates for environmental coordination plus preparation of specifications and drawings for construction in an amount not to exceed $45,739.00.

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BACKGROUND INFORMATION: City council approved a professional services contract with David Evans & Associates (DEA) to provide preliminary engineering services for improvements to the east side of Burnham Drive. These services consisted of investigation, studies, and exhibits for three roadway cross-section alternatives for improvements along one side of the street. City council, during the regular meeting on November 9, 2020, selected the preferred alternative as number 3 "combined-use path" with replacement of the failed culvert near 96th Street.

Amendment #1 to the professional services contract directed DEA to proceed with design and permitting that are required to prepare plans, specifications, and estimates to advertise the work.

Amendment #2 to the professional services contract directed DEA to prepare documents requested by the US Army Corps of Engineers describing mitigation measures due to project impacts to adjacent wetlands.

This amendment to the professional service contract directs DEA to provide services for design updates to comply with current city standards, perform a cultural resource study, and appraise adjacent property.

FISCAL CONSIDERATION: The project is included in the 2023-24 Budget, under the Street Capital Fund as objective 2 "Burnham Drive Half-Width Roadway Improvement Phase 1a." A budget summary is shown in the table below:

2023-24 Budget Project Funding:	
Design and Permitting	$50,000.00
Construction (Contract/Testing/Change Order Authority)	$4,900,000.00
Total 2022 Budget:	**$4,950,000.00**
Total Project Expenses:	
2023/2024 Professional Services Contract Amend. #3	($45,739.00)

Available 2023-24 Budget for Construction:	**$4,904,261.00**

Expenditure Required: $45,739.00	Amount Budgeted: $4,950.000.00	Appropriation Required: $0.00

BOARD/COMMISSION/COMMITTEE RECOMMENDATION:

ATTACHMENTS: Professional Services Contract Amendment #3 with David Evans and Associates

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

THIRD AMENDMENT
TO
PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
DAVID EVANS AND ASSOCIATES, INC.

THIS THIRD AMENDMENT is made to that certain Professional Services Contract dated April 13, 2020 (the "Agreement"), as amended on January 25, 2021, and again on June 27, 2022 by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and David Evans and Associates, a Washington Corporation organized under the laws of the State of Washington (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in completing the Burnham Drive Half-Width Improvements Phase 1A 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 Forty-Five Thousand, Seven Hundred Thirty-Nine and No Cents ($45,739.00), 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

By:_____
Its Principal

CITY OF GIG HARBOR

By:_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

TASK 1 Project Management

DEA will provide additional Project Management Services to oversee a cultural resource sub and appraisal sub along with PM oversight of revised sidewalk design.

It was anticipated the project would be bidding this spring (2023), in anticipation of bidding late this year or early next year after permits are obtained additional PM time will be needed to oversee the contract.

TASK 12B Bid Ready Roadway

Design work to revise the roadway section and associated details for the sidewalk to comply with the City Public Works Standards (COGH PW Standards). Work includes revising applicable roadway sections and plan views to ballasted cement concrete sidewalk. Revise effected specifications to describe the elements of the ballasted cement concrete sidewalk. Revise estimate to standard sidewalk that complies with COGH PW Standards.

Revised the drainage design, as necessary, in the plans. Utilize the City of Gig Harbor Public Works Standard **2-47** (Ballasted Cement Concrete Sidewalk) to minimize overall stormwater redesign. This will also include revising the drainage report and associated calculations along with issuing a revised drainage report or an amendment to the existing report.

Plus, design work effort needs to be added to respond to unanticipated review comments from federal, state, and local permit agencies.

TASK 5 Environmental

Task 5 is amended to include preparation of a programmatic consultation form for NMFS per Corps of Engineers' instructions. Task also includes additional time for coordination with permit agencies, including the Corps and WDFW. Other items that are also included in this task include additional site visit to conduct a WDFW-requested pebble county (attended by 2 DEA staff) and additional site visits to the offsite mitigation area to delineate wetlands and map trees.

New TASK 14 Appraisal Services

Consultant will hire a sub-consultant Barb Hines (SH&H Valuation and Consulting) to conduct an appraisal for a temporary construction easement on parcel 0221062006,. It is anticipated the appraisal will be completed 3 -4 weeks after NTP. It is assumed the City will negotiate with the property owner and no additional right-of-way services will be provided. One meeting with the city and appraiser will occur.

New TASK 15 Cultural Resources Survey

DEA will subcontract with Cultural Resource Consultants (CRC) to conduct a cultural survey of the project area including the proposed mitigation site. DEA activities under this new task will be limited to management of the subconsultant and review of the cultural survey deliverable.

CRC will provide the following project components as part of this cultural resources assessment:

- Background Research
- Tribal Contact

- Field Identification
- Documentation of Findings
- Cultural Resources Assessment Report

See attached scope from CRC for more detailed description of these tasks and associated assumptions.

FEE ESTIMATES
City of Gig Harbor
Burnham Drive & Harborview Drive Improvements -Amend 3
CSP2003-Design Services

David Evans and Associates, Inc.

	Classification	Hrs.	x	Negotiated Rate	=	Cost
1	QA/QC	0		$ 320.25		$0
2	Project Manager	54		$ 259.25		$14,000
3	Engineer V	6		$ 204.35		$1,226
4	Engineer IV	48		$ 185.29		$8,894
5	Designer I	40		$ 126.58		$5,063
6	Sr. Bridge Engineer	0		$ 179.65		$0
7	Graphics Designer	0		$ 132.68		$0
8	Landscape Architect	0		$ 178.43		$0
9	Landscape Designer	0		$ 122.61		$0
10	Survey Manager	0		$ 257.73		$0
11	Field Survey Manager	0		$ 150.98		$0
12	Survey Party Chief	0		$ 141.83		$0
13	Survey Technician V	0		$ 141.52		$0
14	Survey Technician III/IV (SVT3/4)	0		$ 111.33		$0
15	Survey Instrument	0		$ 85.40		$0
16	Hydrographic/Hydraulic Engineer	0		$ 169.64		$0
17	Sr. Biologist	0		$ 204.35		$0
18	Environmental Planner	32		$ 204.35		$6,539
19	Environmental Planner	0		$ 169.64		$0
20	GIS Analyst	0		$ 135.08		$0
21	Editor/Formatting	0		$ 109.95		$0
22	Account Manager	10		$ 140.30		$1,403
23	Admin/Project Coordinator	8		$ 106.75		$854
	Total Hrs.	198				

Salary Cost					**$ 37,979**
Salary Escalation Cost (estimated)					
Escalation - % of Labor Cost	0%	per year @	0	year(s)	$0
Total Salary Cost					**$ 37,979**

Direct Expenses	**Cost**
Reproduction, Printing, Postage, Express Delivery Costs	$0
Mileage	$0

Subtotal	**$ -**
David Evans and Associates Total	**$ 37,979**

Subconsultants	UDBE		**$ Total**
CRC (Cultural Resources Consultants)	Yes		$ 3,860
SH&H (Strickland, Heishman, & Hoss Consulting)		0	$ 3,900
Subconsultant Total			**$ 7,760**

Direct Expenses Sub-Total (including Subconsultants)	**$ 7,760**
Total Costs	**$ 45,739**
Management Reserve Fund	**$ -**
Total Costs with Management Reserve Fund	**$ 45,739**
Anticipated UDBE Percentage	17%

Note: Ott-Sakai is included for potential future work.

FEE ESTIMATES
City of Gig Harbor
Burnham Drive & Harborview Drive Improvements -Amend 3
CSP2003-Design Services

David Evans and Associates, Inc.

Work Element #	Work Element	Project Manager	Engineer V	Engineer IV	Designer I	Environmental Planner	Account Manager	Admin/Project Coordinator	DEA	DEA
		2	3	4	5	18	22	23		
	negotiated rates:	$228.75	$204.35	$185.29	$126.58	$204.35	$140.30	$106.75		Dollars
		Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total $ w/ separate esc.
	Work Element 1A Total	**230.8**	**207.4**	**189.2875**	**131.575**	**222.4**	**162.3**	**129.8**		
1A	**PROJECT MANAGEMENT AND QUALITY CONTROL - CULVERT**									
1A.3	Prepare and Submit Invoices	5					5		10.0	1,845.25
1A.5	Proejct Management/Team Coordination	8						4	12.0	2,257.00
	Work Element 1A Total	**13**					**5**	**4**	**22.0**	**4,102.25**
1B	**PROJECT MANAGEMENT AND QUALITY CONTROL - ROADWAY**									
1B.3	Prepare and Submit Invoices	5					5		10.0	1,845.25
1B.5	Proejct Management/Team Coordination	8						4	12.0	2,257.00
	Work Element 1B Total	**13**					**5**	**4**	**22.0**	**4,102.25**
5.0	**ENVIRONMENTAL DOCUMENTATION CULVERT**									
5.2	Additional Environmental Coordination	8				32			40.0	8,369.20
	Work Element 5.0 Total	**8**				**32**			**40.0**	**8,369.20**
12B	**BID READY PSE - ROADWAY**									
12B.1	Bid Ready Plans (includes Drainage report revisions)	4	2	48	32				86.0	14,267.90
12B.2	Bid Ready Specs	8	2						10.0	2,238.70
12B.3	Probable Construction Cost Estimate	8	2		8				18.0	3,251.30
	Work Element 12B Total	**20**	**6**	**48**	**40**				**114.0**	**19,757.90**
	Work Element 13B Total									
	CRC									3,860.00
	SH&H									3,900.00
	EXPENSES									
	SALARY ESCALATION									
PROJECT WORK ELEMENTS TOTALS		**54**	**6**	**48**	**40**	**32**	**10**	**8**	**198.0**	**45,739**

City of Gig Harbor
City Council Meeting Agenda Bill

Meeting Date: February 27, 2023

SUBJECT: Second 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: Move to approve Ordinance 1508.

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 prior to the ordinance going into effect. 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 forward for a vote, and at the first reading of the ordinance on February 13.

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:

_____
Daniel Kenny
City Attorney

Attest:

_____
Joshua Stecker, CMC
City Clerk

City of Gig Harbor
City Council Meeting Agenda Bill

Meeting Date: February 27, 2023

SUBJECT: Professional Services Contract – Wollochet/Wagner Intersection Improvements

SUBMITTED BY: Marcos McGraw, Project Engineer
DEPARTMENT: Public Works / Engineering Division **PHONE:** 253-853-2647

SUGGESTED MOTION: Authorize the Mayor to execute a Professional Services Contract with DKS Associates for preparation of specifications and drawings including support for grant application in an amount not to exceed $117,025.00.

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BACKGROUND INFORMATION: Improvements at the intersection of Wollochet Drive and Wagner Way consisting of a new signal system, new pedestrian safety improvements, new asphalt, and new streetlights has been a goal of the city for several years. This scope of work will update a previous design to current standards and add new pedestrian safety elements to the intersection.

FISCAL CONSIDERATION: The project is included in the 2023-24 Budget, under the Street Capital Fund as objective 13 "Wollochet Dr/Wagner Wy Intersection Improvements". A budget summary is shown in the table below:

2023-24 Budget Project Funding:	
Design and Permitting	$150,000.00
Construction (Contract/Testing/Change Order Authority)	$1,150,000.00
Total 202-24 Budget:	**$1,300,000.00**
Total Project Expenses:	
2023-24 Professional Services Contract for Design – DKS Associates	($117,025.00)
Available 2023-24 Budget for Construction:	**$1,182,975.00**

Expenditure Required: $117,025.00	Amount Budgeted: $1,300,000.00	Appropriation Required: $0.00

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: N/A

ATTACHMENTS: Professional Services Contract with DKS Associates

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

PROFESSIONAL SERVICES CONTRACT BETWEEN THE CITY OF GIG HARBOR AND DKS ASSOCIATES

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and DKS Associates, a State of Washington corporation (the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in Updating the Sewer Model Update and desires that the Consultant perform services necessary to provide the following consultation services; and

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work including any addenda thereto as of the effective date of this Agreement, all of which are attached hereto as **Exhibit A – Scope of Work**, and are incorporated by this reference as if fully set forth herein;

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

TERMS

1. Retention of Consultant - Scope of Work. The City hereby retains the Consultant to provide professional services as defined in this Agreement and as necessary to accomplish the scope of work attached hereto as **Exhibit A** and incorporated herein by this reference as if set forth in full. The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this Agreement.

2. Payment.

A. The City shall pay the Consultant an amount based on time and materials, not to exceed One Hundred Seventeen Thousand Twenty-Five Dollars and No Cents ($117,025.00) 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 – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit 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 March 1, 2024; 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 attorney's 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.
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. <u>Ownership and Use of Work Product</u>. Any and all documents, drawings, reports, and other work product produced by the Consultant under this Agreement shall become the property of the City upon payment of the Consultant's fees and charges therefore. The City shall have the complete right to use and re-use such work product in any manner deemed appropriate by the City, provided, that use on any project other than that for which the work product is prepared shall be at the City's risk unless such use is agreed to by the Consultant.

10. City's Right of Inspection. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

11. Records.

A. The Consultant shall keep all records related to this Agreement for a period of three years following completion of the work for which the Consultant is retained. The Consultant shall permit any authorized representative of the City, and any person authorized by the City for audit purposes, to inspect such records at all reasonable times during regular business hours of the Consultant. Upon request, the Consultant will provide the City with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the Consultant, but the Consultant may charge the City for copies requested for any other purpose.

B. Consultant acknowledges that the City is an agency governed by the public records disclosure requirements set forth in chapter 42.56 RCW. Consultant shall fully cooperate with and assist the City with respect to any request for public records received by the City concerning any public records generated, produced, created and/or possessed by Consultant and related to the services performed under this Agreement. Upon written demand by the City, the Consultant shall furnish the City with full and complete copies of any such records within ten business days. Consultant's failure to timely provide such records upon demand shall be deemed a material breach of this Agreement. To the extent that the City incurs any monetary penalties, attorneys' fees, and/or any other expenses as a result of such breach, the Consultant shall indemnify and hold harmless the City as set forth in Section 7. For purposes of this section, the terms "public records" and "agency" shall have the same meaning as defined by chapter 42.56 RCW, as construed by Washington courts.

C. The provisions of this section shall survive the expiration or termination of this Agreement.

12. Work Performed at the Consultant's Risk. The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and subconsultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

13. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver

or relinquishment of said covenants, agreements, or options, and the same shall be and remain in full force and effect.

14. Resolution of Disputes and Governing Law.

A. Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City Engineer or Director of Operations and the City shall determine the term or provision's true intent or meaning. The City Engineer or Director of Operations shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

B. If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the City Engineer or Director of Operations determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

15. Written Notice. All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth below. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

CONSULTANT:
ATTN: Jerry Liu, P.E.
DKS Associates
719 Second Ave, Suite 1250
Seattle, WA 98104

City of Gig Harbor
ATTN: Aaron Hulst, P.E.
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-6170

16. Subcontracting or Assignment. The Consultant may not assign or subcontract any portion of the services to be provided under this Agreement without the express written consent of the City.

17. Entire Agreement. This Agreement represents the entire integrated agreement between the City and the Consultant, superseding all prior negotiations, representations or agreements, written or oral. This Agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto. If extending the duration of the Agreement only, the parties may agree to such duration extension by written instrument approved and signed by the Consultant and by the Department Director if all other terms of the Agreement are unchanged and remain in full force and effect for the entire new duration of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 20____.

CONSULTANT

By:_____
Its:_____

CITY OF GIG HARBOR

By:_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT A
SCOPE OF WORK

CITY OF Gig Harbor
Wollochet Drive NW/ Wagner Way Intersection Improvement
Feb. 15, 2023

PROJECT DESCRIPTION

The City of Gig Harbor (City) is upgrading the Wollochet Drive and Wagner Way intersection. The project was surveyed and designed to 90% level PS&E by another consultant team in 2013.

The DKS team (CONSULTANT) will provide professional services for reviewing and validating the previous design, revising the project design to the current city needs and standards, and preparing the final Plan, Specification, and Construction Cost Estimate for bid.

1. Project Management

The estimated project design duration is twelve (12) months. The project is planned to start construction in the spring 2024.

The CONSULTANT will provide project management and administration services, prepare and submit invoices and progress summaries once per month.

The CONSULTANT will attend the project kickoff and up to three (3) design review meetings with the City. All project meetings will be held online.

Deliverables:

- Monthly invoices and progress reports (7).

2. DATA COLLECTION AND REVIEW

The CONSULTANT will review as-built plans, previous design plans, cost estimates, specifications, design documentation, City's comments on the previous design, and aerial photos.

The CONSULTANT will visit the project site for existing conditions and sight distance.

3. TIB grant application support

The CONSULTANT will support the City with the TIB grant application support by providing design data, cost estimates, and other technical information. The City will lead the application

documentation and process.

The CONSULTANT will analyze the PM peak traffic operation for before and after project scenarios for the project opening year and design year. The City will provide current traffic counts and a typical traffic growth rate to project the traffic volumes in future years. The traffic operation analysis will be performed using Synchro software.

The traffic operation analysis results will be summarized in a traffic memo to support the City's TIB grant application.

Deliverables (by July 2023):

- Traffic operation analysis memo
- Engineering cost estimate for TIB grant application

4. Crosswalk Analysis

The CONSULTANT will analyze the three existing crosswalks on Wagner Way just north of the Wagner Way and Wollochet Dr intersection. The analysis will be based on pedestrian demand, ADA elements, sight distance, safety analysis, and potential enhancement like RRFBs. Safety analysis shall include considerations for existing or needed lighting as well.

Deliverables:

- Crosswalk analysis memo (Draft and final in MS Word format). A licensed PE will stamp the final memo

5. 90% PS&E

The CONSULTANT will discuss with the City on design revisions, address City's comments on the previous design, and update the design plan, specifications, and cost estimates to the current design standards and WSDOT standard specs. The majority of the current design is not expected to change.

The Shell gas station's eastern driveway will be replaced with a concrete driveway at the roadway level. The office complex driveway on the east and west side of Wagner will be replaced with a concrete driveway at sidewalk level.

Additional full-depth pavement repair will be added within the grinding and overlay limits shown in the previous design. The City will identify and provide the full depth pavement repair limits and pavement structure. The westbound pavement was recently overlayed by the City.

The CONSULTANT will provide AutoTurn exhibits at the intersection for the design vehicle. It is assumed the curb radii will not change from the current design.

The new traffic signal controller cabinet will be moved to the northeast quadrant of the intersection. The traffic signal cabinet will have a UPS unit/ cabinet. The traffic signal cabinet will be interconnected with the signals at the SR 16 eastbound offramp intersection and the Hunt St intersection, as shown on the current design plan. No design revision and detail will be required for the interconnect. The new traffic signal will use video detection, as shown on the current plan. No detection loop will be installed.

The CONSULTANT will perform street lighting analysis using AGI32 for the intersection. The street lighting should meet the City of Gig Harbor 2018 Public Works Standards.

The CONSULTANT will prepare 90% complete design plans in AutoCAD format following the City of Gig Harbor's standard formats.

The project specification was written per WSDOT 2013 standard specifications. The CONSULTANT will update the specification to the current (2023) WSDOT standard specifications.

The CONSULTANT will add traffic control plans to 90% design plans. The traffic control plan will be typical plans and have up to six plan sheets.

ASSUMPTIONS:

This scope of work is based on the following assumptions:

- No traffic operational analysis is required.
- No site changes from the last topographical survey, and no additional topographical survey will be required. The current topographical survey covers all project limits and is sufficient for all design elements.
- No major design revision to the current curb ramp design and layouts; no new curb ramp design will be required.
- No stormwater and hydraulic analysis/ design will be required.
- No significant design changes are required, and no new plan sheet will be needed other than traffic control plans.
- No geotechnical analysis is needed. The City will provide geotechnical information for the traffic signal pole foundation design.
- No retaining wall is needed.
- Plans will be prepared using AutoCAD 2020.

The City will provide the following items and services to the CONSULTANT. The CONSULTANT is entitled to rely upon the accuracy and completeness of the data furnished by the City:

- AutoCAD files for the topo map and all current design plan sheets and x-refs files from previous design work.

- Previous 90% cost estimates in Excel format with backup calculation.
- Previous 90% project specifications in MS Word format.
- Full-depth pavement repair limits and pavement structure.
- A copy of as-built drawings for the recently upgraded signal at Hunt St and Wollochet intersection.
- Geotechnical information for the signal pole foundation design.
- Utility coordination.
- Right-of-way coordination, negotiation, and acquisition, if needed.
- Any pertinent record drawings, plans, reports, and information on the current project and on public works and/or private projects within the immediate vicinity.
- Existing as-builts in PDF and CAD format (if available) for projects at or around the project site.
- Timely reviews of all work at mutually agreed upon times and consolidation of all review comments onto one set before sending to the CONSULTANT.
- Field review of proposed improvements with the CONSULTANT.
- Project specifications front ends and section 1.
- Advertisement for bids.
- Public involvement coordination and meeting, if needed.
- Environmental permit applications, if required.
- Stakeholder coordination. The consultant will assist as needed.
- City of Gig Harbor electronic CAD standard and details.

The CONSULTANT will prepare 90% specifications for sections 2-9 based on the current 90% specifications. The City will prepare the front end and section 1 of the specification.

The CONSULTANT will perform quantity takeoffs and prepare the 90% estimate of probable construction costs.

Deliverables:

- Street lighting analysis memo.

- 90% PS&E design package (PDFs).

6. 100% DESIGN SUBMITTAL

The CONSULTANT will review and address the City's comments on the 90% design submittal and prepare 100% design plans.

The CONSULTANT will prepare 100% complete design plans in AutoCAD format following the City of Gig Harbor's standard plan preparation formats.

The CONSULTANT 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 the design submittal.

The CONSULTANT will prepare 100% specifications for sections 2-9. The City will prepare the front end and section 1 of the specification.

The CONSULTANT will update quantity takeoffs and prepare a 100% estimate of probable construction costs.

The CONSULTANT will attend the 90% design review meeting online to clarify and address review comments if needed. The meeting will be up to one hour long, and the CONSULTANT will document responses.

Deliverables:

- 100% Plans, Specification & Estimate in electronic format.
- 90% comment and resolution documentation.

7. Final DESIGN SUBMITTAL

The CONSULTANT will review and address the City's comments on the 100% design submittal and prepare final design plans.

The CONSULTANT will attend the 100% design review meeting online to clarify and address review comments if needed. The meeting will be up to one hour long, and the CONSULTANT will document responses to ensure that all comments are addressed.

The CONSULTANT will prepare the final PS&E packages per City's comments. The City will prepare the bid packages.

Deliverables:

- Final Plans, Specification & Estimate in electronic format.
- 100% comment and resolution documentation.

8. BID SUPPORT

The CONSULTANT will provide bid support for the project and answer the contractor's questions on the design.

9. Management Reserve Fund

A Management Reserve Fund (MRF) (dollar amount per contract) is to be utilized only for unforeseen added work that is not included in this AGREEMENT. The CONSULTANT shall obtain written authorization from the CITY before doing any work under MRF.

OPTIONAL TASKS:

May be added at a future date if requested by the City.

10. CONSTRUCTION SUPPORT

DKS Associates
Summary of Estimate for Services
Gig Harbor Wollochet/ Wagner Intersection Improvement

Title	PIC	PM	Senior Engineer	Safety Engineer	Project Engineer	CAD Technician	Admin	Hours	Labor
Grade	49	36	27	29	23	O	X		
Rate	$ 315.00	$ 255.00	$ 190.00	$ 210.00	$ 180.00	$ 150.00	$ 155.00		
Task									
1 - Project Management	**1**	**30**	**3**		**2**		**12**	**48**	**$10,755**
General PM and invoicing	1	22					12		
Meetings and coordinations		8	3		2				
2. Date Collection and review	**4**	**4**	**18**		**14**			**40**	**$8,220**
As-build and Design reviews	1	4	12		8				
Site Visit	3		6		6				
3. TIB Grant Application Support	**1**	**10**	**14**		**20**	**0**		**45**	**$9,125**
Project cost estimate and other info	1	6	6		8				
Traffic Operation Analysis		4	8		12				
4. Crosswalk Analysis	**8**	**2**		**24**				**34**	**$8,070**
5. 90% PS&E	**2**	**18**	**48**		**92**	**80**		**240**	**$42,900**
Traffic Control Plan		6	16		40	40		102	
90% Design and lighting analysis	2	12	32		52	40		138	
6. 100% PS&E	**1**	**12**	**20**		**34**	**20**		**87**	**$16,295**
100% Design	0	8	16		24	20		68	
90% City Comments review.	1	4	4		10			19	
7. Final PS&E	**1**	**6**	**8**		**14**	**8**		**37**	**$7,085**
Final bid package	1	4	4		10	8		27	
100% City Comments review.		2	4		4			10	
8. Bid Support	**1**	**6**	**4**		**4**			**15**	**$3,325**
9. Management Reserve									**$11,000**
Total Hours by Classification	19	88	115	24	180	108	12	546	**$116,775**
Millage, ferry, parking, and car rental.									**$250**
							TOTAL:		**$117,025**

City of Gig Harbor
City Council Meeting Agenda Bill

Meeting Date: February 27, 2023

SUBJECT: Collective Bargaining Agreement and MOU for Involuntary Overtime with Teamster Local Union No. 117 for Police Employees

SUBMITTED BY: Shannon Costanti, Human Resources Director
DEPARTMENT: Human Resources **PHONE:** 851-5039

SUGGESTED MOTION: Move to authorize the Mayor to sign the Collective Bargaining Agreement and MOU for Involuntary Overtime with Teamster Local Union No. 117 for Police Employees

BACKGROUND INFORMATION: City administration and Teamsters Local Union No. 117 have reached accord on a Collective Bargaining Agreement and an accompanying MOU for involuntary overtime. These agreements are before Council for ratification.

FISCAL CONSIDERATION: None.

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: None.

ATTACHMENTS:
1. Collective Bargaining Agreement with Teamsters Local Union No. 117 (Police Employees)
2. MOU for Involuntary Overtime with Teamsters Local Union No. 117 (Police Employees)

STRATEGIC PLAN PRIORITY: Foster a healthy City organization

AGREEMENT
By and Between

City of Gig Harbor
and
Teamsters Local Union No. 117
January 1, 2023 through December 31, 2025

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AGREEMENT
By and Between

City of Gig Harbor
and
Teamsters Local Union No. 117

This Agreement is made and entered into by and between the City of Gig Harbor, hereinafter referred to as the "Employer," and Teamsters Local Union No. 117, hereinafter referred to as the "Union." The purpose of this Agreement is to set forth the entire understanding reached between the parties with respect to wages, hours of work and conditions of employment for employees of the Employer who are represented by the Union as set forth in Article I herein.

This agreement contains all the terms and conditions agreed upon by the parties, and any and all rights concerned with the management and operation of the Department in accordance with its responsibilities and the powers and authority, which the Employer possesses, are exclusively that of the Employer unless expressly limited by this Agreement**.**

ARTICLE 1 - RECOGNITION

The Employer recognizes the Union as the exclusive bargaining representative for employees employed by the Employer as certified by the state of Washington, Public Employees Relations Commission in Case No. 130758-C-18 issued July 27, 2018. This Agreement shall include those employees working full time as fully commissioned uniformed personnel for the Employer, but shall not include the Police Chief and Police Lieutenant.

ARTICLE 2 - MEMBERSHIP

2.1 All employees working in the bargaining unit shall have the right to become a member of the Union. Members' rights within their Union are governed by the Teamsters Local Union No. 117 Constitution and Bylaws.

2.2 The Employer agrees to deduct initiation fees, assessments, and monthly dues from employees who voluntarily execute a wage assignment authorization form according to the terms of the signed wage assignment authorization form and RCW 41.56.110. The Employer shall transmit such deduction to the Union by check payable to its order. Upon issuance and transmission of such deduction the Employer's responsibility shall cease with respect to such deductions.

The Union and each employee authorizing the assignment of wages for payment of Union dues hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits, or other forms of liability that may arise against the Employer for or on account of any deduction made from wages of such employee.

An employee may cancel payroll deduction for Union fees and/or dues by written notice to the Union in accordance with terms of the employee's signed wage assignment authorization form. The Union will provide the Employer with a monthly list of all employees who are eligible for cancellation. The cancellation will be effective the first payroll after the Employer's receipt of

the notice from the Union. An employee leaving paid status in the bargaining unit should notify the Union and receive a withdrawal card for the duration of the absence from paid status.

2.3 The Employer shall notify the Union electronically within seven (7) business days of the hiring of a new employee. The notification shall provide the Union with the hiring date, name, home address, home phone number, starting pay step, and classification of the new employee. A Union representative will be allowed up to thirty (30) minutes during the first week of employment to speak with a new employee on matters concerning the rights of employees, responsibilities of the Union, and services available to Union members, without loss of pay.

2.4 **DRIVE.** The Employer agrees to deduct from the wages of any employee who is a member of the Union a DRIVE deduction as provided for in an authorization signed by the employee. Such authorization may be revoked by the employee at any time by giving written notice to the Employer. The beginning and termination of DRIVE deductions will coincide with the payroll cycle. The Employer agrees to remit DRIVE deductions to the Union with a report showing the employee name and amount deducted. The Union hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits, or other forms of liability that may arise against the Employer for or on account of any deduction made for DRIVE.

2.5 **Probationary Periods.** Probationary periods upon promotion shall be one year. Probationary periods for lateral employees who have completed an accredited state Law Enforcement Academy (LEA) shall be one year. Probationary periods for non-lateral employees upon initial hire shall be one year beginning on the hire date. A probationary period shall be extended for the number of workdays equal to the number of workdays an employee was absent for any reason in excess of 10 workdays during the probationary period. In addition, the probationary period and Field Training Officer (FTO) period for employees upon initial hire can be extended by the Employer for up to six (6) months. During an employee's initial probationary period he/she may be discharged by the employer at will and such discharge shall not be subject to the grievance procedure. During a promotional probationary period an employee may be reverted to his/her former classification and such reversion shall not be subject to the grievance procedure.

ARTICLE 3 - NONDISCRIMINATION

3.1 The Employer and the Union agree that the administration and application of this Agreement shall be consistent with applicable state and federal laws regarding nondiscrimination in employment.

3.2 No employee covered by this Agreement shall be discriminated against because of his/her membership or non-membership in the Union, or activities on behalf of the Union; provided, however, that such activity shall not be conducted during working hours nor be allowed to interfere with the Employer's operations.

3.3 Complaints of unlawful discrimination will not be processed as grievances. Such complaints may be pursued by an employee to the appropriate government agency.

ARTICLE 4 - HOURS OF WORK AND OVERTIME

4.1 The normal work week consists of three (3) consecutive 12.5-hour shifts on duty followed by four (4) consecutive days off. Additionally, Police Department administration will schedule each officer for one (1) 10-hour shift per 28-day cycle (the "10-Hour Shift") with sixty days' notice. The 10-Hour Shift will be scheduled contiguous to the officer's regular schedule, unless mutually agreed otherwise, except that the Employer may schedule up to four 10-Hour Shifts in a non-contiguous manner per year for training (with sixty days' notice). The 10-Hour Shift will not be scheduled contiguous to an officer's vacation if the vacation was approved prior to the publication of the monthly schedule. The 10-Hour Shift will ordinarily fall within the officer's normal work hours unless it is utilized to schedule the officer for an emergency or for mandatory training outside those work hours on that day. The average number of regularly scheduled annual hours of work on the 12.5-hour shift is 2080.

The 12.5-hour schedule does not apply to Detectives, who will continue to work a 4/10 schedule. The 12.5-hour shift also does not apply to newly hired officers, who will work a 40-hour week as determined by the Employer, until the end of their second week of Field Training.

The City retains the right to modify the normal work week described above during an emergency. Upon the Union's request, the City will bargain with respect to the impacts of a schedule change and any other matter for which bargaining is by law required. Schedule changes or special work schedules for individuals may be carried out upon the mutual agreement of the City and the Union; PROVIDED, HOWEVER, that nothing herein shall be interpreted to prohibit the employer from adjusting work schedules as required by law, including but not limited to meet the requirements of the WLAD, ADA and FMLA. An emergency shall be defined as a "spontaneous or unplanned occurrence that could present a significant public hazard requiring additional staffing,"

4.1.1 Hours of Work. Except for the provisions in this agreement to the contrary, the regular hours of each workday shall be consecutive.

4.1.2 Work Period. The work period shall consist of a seven (7) consecutive day cycle and repeating each consecutive seven (7) day period. The seven (7) day periods shall be defined as 0600 hours on Monday of each week to 0559 hours the following Monday. The FLSA work period is 28 days, however the FLSA work period does not limit overtime required by this contract.

4.1.3 Monthly Work Schedules. A tentative monthly work schedule shall be posted at least sixty (60) calendar days in advance of the beginning of the work period.

The Employer may adjust the work schedule of any employee with sixty (60) days' notice. Any shifts adjusted with less than sixty (60) days' notice shall be compensated at one and one half (1-1/2) times the employee's regular rate of pay for those hours worked outside the previously scheduled shift EXCEPT in the following instances:

- Emergency (as defined in Article 4.1)
- Administrative Assignment (e.g. light duty, pending investigation, accommodation, probationary employee)

- Mandatory Training or Recertification (and accompanying transition day, i.e. transitioning night shift officer to day shift training)
- Significant shift imbalance (i.e. only one officer assigned to shift) due to Extended Leave of Another Employee for greater than 14 days (e.g. FMLA, light duty)
- Employee under Performance Improvement Plan
- Employee under Discipline (nexus to shift and just cause required)
- Mutual Agreement of the Employee and Employer
- A Shift Rebid, consistent with current practices

4.1.4 Shift Trades. Subject to approval by the Sergeant, Lieutenant or Police Chief, employees may voluntarily trade shifts. The employer will not incur any overtime liability as a result of a shift trade. A Sergeant and an Officer/Detective are not authorized to trade shifts if it results in reduced supervisory hours. Shift trades will ordinarily not be approved if it results in an officer working a scheduled period of greater than 13 consecutive hours or greater than 75 hours in one week. A Sergeant's shift trade must be approved by a Lieutenant or the Police Chief.

4.1.5 Day Off Trade. Subject to approval by the Sergeant, Lieutenant or Police Chief, employees may voluntarily trade days off. The employer will not incur any overtime liability as a result of such trades. Sergeant's day off trades must be approved by a Lieutenant or the Police Chief.

4.1.6 Supplanting. A non-Union member shall not be used to supplant Union scheduled work or departmental overtime opportunities, unless the work is first offered to Union members by electronic communication.

4.1.7 Shift Bidding. The Employer shall post the annual schedule by September 15th each year for bidding by solo-qualified employees by seniority. Bidding will be completed by October 31st and posted. Sergeants shall bid by rank based on date of promotion. In the event of a shift opening due to hiring, termination, promotion, or discipline, or for any other reason, the opening will be filled by seniority-based shift bidding within thirty (30) days after the opening occurs, unless exceptional circumstances apply. Certain shifts may be designated as supervisory shifts to be filled by Sergeants only.

4.2 Overtime. Overtime as used in this Agreement shall mean that time an employee works in excess of the Employee's regularly scheduled shift. Compensation for overtime shall be as provided in section 4.2.2. The use of vacation, holiday, sick leave and compensatory time shall, for the purposes of overtime calculation, constitute hours worked.

4.2.1 All overtime must be authorized in advance by the City Administrator, Chief of Police, or, as standard operating procedures dictate, except in cases of emergency.

4.2.2 Overtime shall be compensated at the rate of one and-one half (1-1/2) times the employee's regular rate of pay. The Employer and the Union agree that for the purpose of overtime compensation the regular rate of pay includes holiday, shift differential, college, detective incentive pay on-call pay, and any other amounts required by the Fair Labor Standards Act.

Call-outs, court appearances (relating to or arising out of the performance of police duties), and training meetings which are outside the employee's normal work day shall be compensated at one and-one half (1-1/2) times the employee's regular rate of pay and for a minimum of three (3) hours, unless a call-out, court appearance (relating to or arising out of the performance of police duties), or training meeting is within three (3) hours of the start of a Union member's shift, in which case the member will be compensated only for those hours worked. Also, if a call-out, court appearance, or training meeting concludes within three (3) hours after the end of a Union member's shift, then the member will be compensated only for those hours worked. If a court appearance outside of the normal work shift to which an employee has been subpoenaed for is cancelled by notice to the employee after 5:00 PM the day before the court appearance, the employee shall be compensated for three (3) hours at the overtime rate.

Except when an officer temporarily works overtime for the City as court security, employees may choose to accrue equal compensatory time in lieu of payment for authorized overtime work up to a maximum balance of eighty (80) hours. Employees with accumulated compensatory time may use such time off by submitting a leave request form to their supervisor. The employer will approve requests for compensatory time off provided that the employee gives seven (7) days' notice of their intent to use said time off, except that compensatory time off will not be granted on Maritime Gig Day, and during exigent circumstances. Once approved, a compensatory time request may not be cancelled except in case of emergency.

If an employee exceeds the maximum numbers of compensatory time hours of eighty (80) then additional hours accrued shall be converted to cash.

4.3 For purposes of this Article, an employee will be deemed to have been "notified" of schedule changes or "offered" work if he/she has been called or texted at the home or cellular phone number provided to the department. Speaking to the employee in person is not required, but a voice message or text must be left. An employee may leave up to two (2) home or cellular phone or numbers where he/she can be reached. An employee who fails to respond to an offer of work within two (2) hours shall be deemed to have refused the work offer.

4.4 Employees called into work while on approved vacation or holiday off will be compensated at the appropriate overtime rate for hours worked and given credit for hours worked on their vacation/holiday time accounts.

4.5 Employees required by the City to work off-duty for more than a "de minimis" amount of time in a manner that does not require reporting in person (for example, a telephone call that lasts more than eight minutes) shall be compensated a minimum of fifteen minutes at the overtime rate for each hour or fraction of an hour spent working. Routine communications such as for overtime opportunities or assignments, and contacts necessary to correct errors or problems caused by the employee, shall not be eligible for compensation under this provision.

4.6 Voluntary and Mandatory Overtime.

a. Overtime opportunities will be solicited from all officers and sergeants in a voluntary manner via email and/or text messages. When time allows, a reasonable period of time shall be allowed that affords all officers and sergeants to answer any voluntary requests. Such voluntary overtime shall be assigned in a manner that distributes the voluntary

overtime opportunities in as balanced manner as practical. In the case of same-day overtime necessities, overtime will be assigned to the first person to volunteer for the vacancy.

b. If no officer (or sergeant) volunteers to work the required period, involuntary recall of officers shall be in order of least mandated overtime hours, with a tie determined by reverse seniority. Officers, detectives, and sergeants will be placed on a single list.

c. Selection for mandatory overtime shall begin at the bottom of the list and work upward. If the need for a mandatory overtime shift is a day shift (or occurs mostly during dayshift hours), only officers who are assigned a day shift will be considered; a graveyard officer will be skipped. If the need for a mandatory overtime shift is a graveyard shift (or occurs mostly during graveyard hours), only officers who are assigned a graveyard will be considered; a day shift officer will be skipped. If the need for a mandatory overtime shift is a swing shift (or occurs mostly during swing hours), any officers will be considered.

d. If an officer has been recalled involuntarily during the last six weeks for 6 hours or more OR if the officer has already volunteered for any overtime shift of 6 hours or more during the last six weeks, that officer will be bypassed and any subsequent recall will be the next least senior officer.

e. The list will be maintained and resume from the next officer on the list. Once the list has been exhausted, selection will resume from the least senior officer.

f. Officers will not be mandated to work overtime shifts of less than six hours unless mutually agreed-upon by the officer and the City. Overtime shift extensions per Department policy to complete ongoing work are acceptable. An overtime shift extension to cover a staffing shortage will not be mandated to exceed sixteen (16) continuous hours, absent extenuating circumstances.

g. An officer will not be involuntarily recalled when on a pre-approved vacation or comp time, including the days off contiguous to the vacation or comp time as long as the vacation or comp time is at least two days in duration.

h. Nothing in this Section 4.6 shall prohibit the exchange of straight time to fill the needed shift when mutually agreed-upon by the officer and the City.

i. Failure to report for assigned duty shall be a violation of department policy.

ARTICLE 5 - WAGE RATES

5.1 Effective January 1, 2023, the wage rates in effect on December 31, 2022 shall be increased by 7.5%%. Employees must be on the payroll at the time retroactive pay is paid to be eligible to receive retroactive pay.

5.2 Effective January 1, 2024, the wage rates in effect on December 31, 2023 shall be increased by 100% of the CPI-W Seattle-Tacoma-Bellevue from June 2022 to June 2023 with a minimum of 2% and a maximum of 4.5%.

5.3 Effective January 1, 2025, the wage rates in effect on December 31, 2024 shall be increased by 100% of the CPI-W Seattle-Tacoma-Bellevue from June 2023 to June 2024 with a minimum of 1% and a maximum of 4%.

5.4 Movement within each salary range shall be as described in Attachment B to this contract.

5.5 Mileage shall be paid as prescribed by City Ordinance Chapter 2.28.010.

5.6 When an officer is appointed to the position of Acting Sergeant for a period of more than one consecutive scheduled shift, he/she shall be compensated at the rate of five percent (5%) above the current salary for hours worked as Acting Sergeant.

5.7 Longevity Premium. Longevity Premium shall be paid as follows:

Each Union member shall receive longevity pay as a percentage of base wages as set forth below.

Months of Service	Longevity Premium
From the start of the 25th full month to and including the 60th full month of continuous employment	2.5%
From the start of the 61st full month to and including the 120th full month of continuous employment	5%
From the start of the 121st full month of continuous employment	6.5%

5.8 Night shift differential is not paid on a per shift basis. When an employee is assigned a shift that starts on or after 12 p.m. for a week or longer, the employee is entitled to receive a shift differential for the entire shift. The shift differential shall equal five percent (5%) of the employee's base salary as defined on Attachment A to this agreement. Nothing herein shall be interpreted to prohibit the establishment of additional shifts by the mutual agreement of the parties. The hours of work schedule can be modified by mutual agreement of the Union and the Police Chief.

ARTICLE 6 - VACATIONS

Vacations with pay shall be granted annually to all full-time employees based upon the following schedule:

Earned working Months of Service	Hours per Month	Working Days Per Year Max.
0-12	6.67	10
13-24	7.33	11

25-36	8.33	12.5

After each succeeding year of service, .67 additional hours of vacation hours per month (eight (8) additional hours per year) shall be accumulated up to a maximum of two hundred forty (240) hours per year. Upon termination or retirement the employee will receive accrued vacation in cash. Probationary employees are not eligible to use accrued vacation for the first three (3) months of employment or at any time while they are attending the Basic Law Enforcement Academy (BLEA.)

Effective January 1, 2023, employees hired as a lateral under Civil Service Rules shall receive service credit for vacation accrual purposes consistent with their consecutive uninterrupted years of active service as a Criminal Justice Training Commission (CJTC)-recognized commissioned law enforcement officer. This provision shall be applied to current employees, with any increase adjustment to accrual effective January 1, 2023.

Vacation requests will be approved or denied within a reasonable period of time. Vacation requests may not be submitted more than twelve months in advance.

ARTICLE 7 - HOLIDAYS

An employee shall be compensated for the thirteen (13) holidays recognized by the Employer as set forth in subsections 7.1 and 7.2.

7.1 Each employee shall receive two (2) paid holidays commonly referred to as "floating holidays" (City personnel rules). These shall be mandatory time off and shall be paid at the regular rate of pay, at ten (10) hours per holiday or such other hours as reflect the employee's regularly scheduled shift. The scheduling of these shifts shall be by mutual agreement between the Employer and the Employee. Floating holidays do not carryover from one year to the next and are not cashed out.

7.2 In lieu of the other eleven (11) holidays, employees will be paid an additional 9.17 hours pay per month based on the current full time base rate of pay for the position classification. Such pay shall be equivalent to one hundred and ten (110) hours of pay on an annualized basis. In lieu of receipt of pay, employees can choose to have an equivalent number of hours placed in their sick leave, or vacation banks. An election to place leave in the vacation bank, or to alter an election, may be made twice a year, January 1st or July 1st, for the following six (6) month period.

7.3 Worked Holiday — Employees who are required to work a shift that begins on New Year's Day, July 4, Labor Day, Thanksgiving Day, or Christmas Day shall receive one and one-half (1½) times the employee's regular rate of pay for the shift worked. For purposes of this section, the holiday is the calendar date of the holiday regardless of whether it is a Saturday or Sunday.

ARTICLE 8- BENEFITS

8.1 The Employer agrees to pay to the Washington Teamsters Welfare Trust, c/o Northwest Administrators, Inc., for each member of the bargaining unit the following:

a. Health and Welfare – Ninety-five percent (95%) of the monthly premium for the Medical Plan A. In 2023, the full monthly premium is $1567.60, therefore, the Employer's share is $1,489.22. The Employer is authorized to deduct the remaining five percent (5%) of the premium from each employee's paycheck.

b. Dental – One hundred percent (100%) of the monthly premium for the Dental Plan A. In 2023, this amount is $120.50.

c. Vision – One hundred percent (100%) of the monthly premium for the Vision Plan EXT. In 2023, this amount is $17.10.

The Trustees of the Washington Teamsters Welfare Trust may modify benefits or eligibility of the plans identified above (i.e., for the purpose of cost containment, cost management, or changes in medical technology and treatment.) If the full monthly premium of any plan identified above increases by 8% or more from one calendar year to the next, the portion of the increase that exceeds 8% will be paid by Employees via payroll deduction.

8.2 Education reimbursement. Upon satisfactory completion of a job related educational course, when the employee who desires to take the course has prior written approval from the City Administrator, the City shall reimburse the employee for the educational course up to a maximum rate of one hundred sixty ($160.00) dollars per credit hour for undergraduate courses and two hundred fifty ($250.00) dollars per credit hour for graduate courses. The City agrees to reimburse reasonable expenses for textbooks required for such course and will retain such textbooks in the department at the discretion of the Chief.

8.3 Long Term Disability Insurance. For all LEOFF II Union members, the amount of premium the City pays for each member for long term disability (LTD) insurance will be paid directly to the Standard Insurance through the Trustee Plan Services Corporation, through a post-tax payroll deduction. If the Standard Plan becomes unavailable, then employees shall revert back to the City-sponsored LTD plan.

8.4 Voluntary Employees' Beneficiary Association (VEBA). The Voluntary Employees' Beneficiary Association (hereinafter VEBA) plan, under Section 501 (c) (9) of the Internal Revenue Code, is available for each eligible employee of the Union. Eligible employees shall make monthly contributions equal to a flat dollar amount to said account as voted upon on an annual basis by the Union in accordance with plan rules, with written notice provided to the City at least 45 days prior to any change in the amount.

Effective each month employees are enrolled in Teamsters Medical Plan A, the City shall contribute to each employee's VEBA account the amount of $200, prorated for partial months of employment, which amount shall be reduced by the RWT-Plus Plan premium as described in the paragraph below. The Union recognizes that $200 represents premium savings by the City between Teamsters Medical Plan A and the medical plans offered to other City employees. In the event these savings are reduced in the future, the City reserves the right to reopen Article 8.4.

Effective the first month employees are enrolled in Teamsters Medical Plan A and each month thereafter during the period this collective bargaining agreement is in effect, the City will remit

to the Retiree's Welfare Trust c/o Northwest Administrators Inc. for each employee who received compensation for eighty (80) hours or more in the previous month, the contribution amount for the Retiree Welfare Trust Plus (RWT-Plus) Plan. Employees shall pay for the RWT-Plus Plan payments as follows:

> The City shall deduct from the City's monthly VEBA contribution the full amount required for the RWT-Plus Plan premium. In 2020, this amount is $94.85 per month. If the City's VEBA contribution is insufficient to pay the RWT-Plus Plan premium, any remaining amount will be paid by the employee via payroll deduction.

Effective January 1, 2023, employees will move to the RWT-XL Plan. The City shall deduct from the City's monthly $200 VEBA contribution the full amount required for the RWT-XL Plan premium. In 2023, this amount is $175.00 per month. If the City's VEBA contribution is insufficient to pay the RWT-XL Plan premium, any remaining amount will be paid by the employee via payroll deduction. *Retroactive contributions into the RWT-XL Plan for any month prior to the execution of this Agreement in 2023 will be deducted from employees' retroactive wage increase.

Contributions to the VEBA will not exceed the Affordable Care Act excise tax threshold.

The parties acknowledge that the Retiree's Welfare Trust does not accept contributions directly from employees and that the obligation to contribute directly to this Trust under this agreement rests with the City. The parties further agree that in any case a covered employee who meets the hour threshold listed above, and there is insufficient VEBA and/or payroll deduction earnings available, the City will make the required contribution in full and may recover the payment from the employee through any legal means.

8.5 If a health plan offered to the employees is going to be eliminated or will trigger the Affordable Care Act excise tax, the parties will meet and bargain new plans. If no agreement is reached in time to ensure employees' continuous insurance coverage, the City will move employees to the next available plan that does not trigger the excise tax pending the conclusion of negotiations.

ARTICLE 9 - SICK LEAVE

9.1 Full-time employees shall accrue sick leave at the rate of eight (8) hours per calendar month for each month compensated. Sick leave is accumulated to a maximum carryover from one calendar year to the next of 1,000 hours. Sick leave may be used for time off with pay for bona fide cases of incapacitating illness, injury or disability or as provided by state or federal law. Dishonesty related to use of sick leave may be grounds for suspension or dismissal.

9.2 A verifying medical statement may be requested by the Employer, at its option, whenever an employee claims sick leave on more than three (3) consecutive work days.

9.3 Upon separation of employment due to disability, or death, an employee, the employee's attorney in fact or personal representative may elect to receive 100% of accrued sick leave in cash or have the cash value of the leave deposited in the employee's 457 deferred compensation account. Upon separation due to a LEOFF retirement or layoff, the employee may elect to receive 100% of the first 240 hours of sick leave in cash or have the cash value of the leave

deposited in the employee's 457 deferred compensation account and twenty-five percent (25%) of the remaining sick leave balance, if any in cash or in the employee's 457 deferred compensation account. No additional payout over that generally provided for City employees under the Personnel Policies shall be available to an employee who voluntarily resigns, is terminated for cause, or who resigns in lieu of termination. Deposits into the employee's 457 deferred compensation account are subject to IRS limits and any other applicable legal restrictions.

9.4 The Employer will pay the Employer's share of the Washington State Paid Family Medical Leave premium and employees will pay the employee's share via payroll deduction.

ARTICLE 10 - RETIREMENT AND DISABILITY PLAN

10.1 The Employer shall participate in the state-wide system for pension, relief, disability and retirement for qualified employees as provided in RCW 41.44.050.

10.2 An employee who applies for worker's compensation benefits may use accrued sick, vacation and/or compensatory time to maintain salary pending receipt of worker's compensation benefits. An employee who has utilized leave for this purpose shall pay over time loss compensation to the City promptly upon receipt from L&I. To the extent that vacation, sick leave or compensatory time was utilized, the employee's leave banks shall be restored upon receipt of the payments.

10.3 The City will match up to $200 per month to each employee's 457(b) deferred compensation account, effective the first month after ratification of this Agreement by both parties.

ARTICLE 11 - COLLEGE PREMIUM PAY

An employee who holds a college degree from an accredited college or university shall receive a premium pay equal to two percent (2%) of his/her base salary for an associate degree, and three percent (3%) of his/her base salary for a bachelor degree.

ARTICLE 12 – STAND-BY PAY

If an employee is directed to "stand-by" for duty the employee shall receive a stipend of twelve dollars ($12) for each full hour of "stand-by" assignment . An employee shall not be directed to standby for more than thirty (30) hours within any month unless the Chief of Police declares it necessary for the public's safety. The method of scheduling personnel and the determination of period for stand-by assignments shall be directed by the Chief of Police. Stand-by is defined as the employee being available to respond to any call for City service during those hours within a certain amount of time and in such a manner as designated by the Police Chief.

ARTICLE 13 - PREMIUM PAYS

13.1 Field Training Officer. At any time an employee is assigned to the position of Field Training Officer and is actively serving in a training capacity, he/she shall be compensated at a rate of pay five percent (5%) above the current salary during that time period. A member will be

determined to be actively serving in a training capacity only when he/she is actively training a non-solo qualified paid commissioned officer. Field Training Officers shall be paid for each hour or part of an hour in excess of 15 minutes in which the Union member is actively serving in a training capacity.

13.2 Detective Incentive Pay. At any time an employee is assigned to the position of Detective and is actively serving in that capacity, he/she shall be compensated at a rate of five percent (5%) above the current salary range. The incentive pay shall be applicable only to a regular assignment of eight (8) or more hours and more than four (4) consecutive work days, and shall not be paid to an employee who is assigned to assist a Detective in connection with a light duty period. An employee receiving Detective incentive pay will not also receive shift differential pay at the same time.

ARTICLE 14 – SENIORITY

14.1 Definitions. Seniority shall be defined as the length of continuous service with the Employer including the employee's probationary period. Any bargaining unit employee promoted to a position outside of the bargaining unit shall not continue to accrue seniority for purposes of this Article. Approved leaves of absence will not interrupt continuous service for purposes of seniority. Periods of layoff will not count toward the computation of continuous service.

14.2 Seniority List. The Employer shall establish and provide to the Union a seniority list which shall be brought up to date on an annual basis prior to shift bidding. The order of seniority shall be based on date of promotion and the hire date (or rehire date of employment, if later.) For example, seniority between two Sergeants will be based on length of service in the Sergeant classification regardless of initial hire date. Seniority between two Officers will be based on initial hire date (or rehire date, if later). The Union will have thirty (30) calendar days following receipt of the annual seniority list to protest the placement of any employee on the list. The term "rehire" for purposes of this Article means the rehire of an employee after separation from employment for any reason other than layoff or disability and the recall of any laid off or disabled employee at any time after the applicable period of recall set forth in Section 14.5 below.

14.3 Layoffs. When the Employer decides to eliminate a job position or positions in a classification, the layoff of employees in the affected job position shall be determined strictly by the order of the seniority list by classification with the employee with the least seniority affected first. Employees who have previously held other classifications shall have the right to return to such classification if their seniority is greater than the other employees in such classification. Employees shall not accrue seniority while on layoff; seniority lists shall be adjusted accordingly.

14.4 Recall Rights. Laid off employees shall be recalled strictly on the basis of seniority to any previously held classification if a vacancy occurs. A laid-off employee who is not recalled within two (2) years shall lose recall rights.

14.5 Disability - Return and Accommodation. A disabled employee shall have the right to return to his or her prior position in accordance with the provisions of state or federal law.

14.5.1 In the event that a newly created or funded position becomes available and the position is sought by an individual on a layoff list and a disabled former employee, the individual with the most seniority shall be given preference in the hiring process.

14.5.2 In the event that a court of competent jurisdiction holds that seniority rights do not prevail over statutory disability rights, Paragraph 14.5.1 shall be void.

14.6 Loss of Seniority. An employee shall lose seniority and the right to return to work subject to the grievance procedure, for any of the following reasons:

14.6.1 Voluntary resignation;

14.6.2 Discharge for just cause;

14.6.3 Failure to report for work within five (5) working days after receipt of notice of recall from layoff unless mutually extended by the Employer and the Employee;

14.6.4 Unauthorized leave of absence;

14.6.5 Giving a false reason for obtaining a leave of absence;

14.6.6 Accepting employment while on leave of absence unless agreed to in writing by the Employer, with a copy of such writing to be sent to the Union;

14.6.7 Exceeding laid off employee's recall rights.

14.7 Rehire. An individual who seeks to be rehired from a lay off or disability rehire list, shall meet all minimum qualifications for the position. An employee who has been terminated for three (3) or more months, shall successfully complete a background check, polygraph, psychological evaluation and any and all other processes and criteria applied to a new hire. "Successfully complete" means to meet those standards normally applied by the Chief of Police when exercising discretion to hire under the Civil Service rules of the City.

ARTICLE 15 - RIGHT OF ACCESS - UNION REPRESENTATIVE

15.1 Duly authorized representatives of the Union shall be permitted to enter upon the Employer's premises at reasonable times for the purpose of observing working conditions and transacting Union business that cannot be transacted elsewhere; provided, however, that the Union representative first secures approval from the designated Employer representative as to the time and place, and that no interference with the work of the employees or the proper operation of the Employer shall result.

15.2 The Union agrees that Union business conducted by Union members, including the investigation of grievances, shall occur during nonworking hours (e.g., rest breaks, lunch period and before and after shift). However, Union representatives will be allowed to attend contract negotiations and other meetings between the Union and the City (e.g., grievance hearings,

labor/management meetings) during working hours subject to the emergent needs of the department.

15.3 The following guidelines for release time for Union activities will be the resource for the decision making by Union and departmental management when a Union official is participating in:

1. Joint Union/management meetings during normal work hours;
2. Joint Union/management meetings during non-work hours;
3. Grievance investigation or preparation activities;
4. Grievance meetings with management in one of the specified steps of the grievance procedure;
5. Union meetings during work hours; or
6. Approved Union sponsored training programs.

1. Participating in a joint Union/management meeting during an employee's regular work shift.

   Union officers will be released from their regular work shift without loss of pay to attend joint Union/management meetings. They will work within their departments prior to and following the meeting, allowing for normal travel time.

2. Participating in a joint Union/management meeting during hours outside the employee's regular work shift.

   When a joint meeting is scheduled during hours outside the regular hours of the work day of a participant for a Union officer, the person shall either:

   a. receive the same amount of time to take off during that week, or

   b. have that workday adjusted to permit either a late arrival or early departure for the same amount of time.

   The policy on change in work schedules will not apply in these cases.

3. Participating in disciplinary investigation or preparation activities.

   If this release time is during the regular work shift of those involved, it will be with pay. If the time is during the hours outside the regular hours of the work day of a participant, the time is without pay.

4. Participating in grievance meetings with management in one of the specified steps of the grievance procedure.

   Since grievance meetings are scheduled by management, the grievant and Union official representing the grievant will be considered in pay status. If the meeting is during the hours outside the regular hours of the work day

of either the grievant or the official, they will receive either an equivalent amount of paid time off to be taken that week or will have the starting or ending time for that workday adjusted an equivalent amount of time.

The policy on change in work schedules will not apply in these circumstances.

5. Participating in approved Union-sponsored training programs.

   If approved in advance by the administration, Union officers will be allowed time away from work without pay for up to 25 hours per Union Officer per year to participate in Union sponsored training programs that deal with enforcement of the contract (e.g. internal affairs, labor law etc.) If such programs occur during non-schedule work days of a participant, the time shall also be without pay for that participant.

   These guidelines are not intended to replace or supersede any provisions concerning the payment of overtime by state or federal laws. The above mentioned provisions will not cause additional costs to the City.

6. The Union will appoint up to two Union officers/representatives. The Union will notify the City within seven business days of the appointment of a new Union officer/representative.

ARTICLE 16 - EMPLOYEE RIGHTS

16. 1 Just Cause. Disciplinary action shall be imposed upon an employee only for just cause.

16.1.1 Disciplinary actions. Disciplinary action shall generally include only the following:

i. Written Reprimand
ii. Suspension
iii. Demotion
iv. Discharge

Disciplinary action will normally be progressive in nature, but the level of discipline administered may depend upon the seriousness of the offense. Discipline for vehicle-related offenses per Department policy may include temporary loss of vehicle privileges when just cause exists. Employees may be removed from a specialty unit assignment as a disciplinary consequence when just cause exists. “Counseling and Documentation” forms do not constitute discipline.

16.2 Union and Employee Rights. The Union shall have the right to process any disciplinary action as a grievance through the grievance procedure, except for a verbal reprimand, and except for employees serving an initial probationary period, or any extension of an initial probationary period. The suspect employee shall be entitled to Union representation and/or Union legal representation at all meetings attended by the suspect employee where discipline is being considered for that suspect employee. All written reprimands will not be used for purposes of

progressive discipline two (2) years after the date of the reprimand if the employee has not been subject to any additional discipline within the two (2) years. Suspensions will not be used for purposes of progressive discipline five (5) years after the suspension was imposed if the employee has not been subject to any additional discipline within the five (5) years and if the suspension is for less than forty (40) hours. Except for vehicle collisions, employees with a sustained internal investigation resulting in a suspension or above within the prior two (2) years are ineligible for promotion. Any files maintained by the City will be maintained in accordance with the State guidelines. A summary of all sustained Internal Investigation files will be retained in accordance with the Washington State Archivists retention schedule.

16.3 Notice and Opportunity to Respond. Prior to a pre-disciplinary meeting involving a potential suspension without pay, demotion or discharge, the Chief of Police or designee shall provide the employee and the Union with the following:

a. An opportunity to view and/or copy of all materials a part of or related to the investigation upon which the allegation(s) or charge(s) are based;

b. The directives, policies, procedures, work rules, regulations or other order of the City that allegedly was violated and how these were violated;

c. What disciplinary action is being considered.

16.4 Pre-Disciplinary Meeting. If discipline involving a loss of pay is anticipated, an opportunity to respond to the allegation(s) or charge(s) shall occur at a Pre-Disciplinary meeting conducted and presided over by the Chief of Police or designee, who shall have the authority to impose or to recommend the proposed disciplinary action. Reasonable advance notice of this meeting, its time and place shall be given the employee and the Union. This meeting shall be informal. The employee shall be given reasonable opportunity to be heard, to respond to the allegation(s) or charge(s), and to have the responses considered prior to the imposition of discipline.

16.5 Employer's Decision. Within a reasonable time, but not beyond thirty (30) calendar days from the date of the Pre-Disciplinary meeting, the Chief of Police or designee shall issue a written decision imposing discipline, exonerating the employee or taking such other action deemed appropriate.

16.6 Non-Criminal Investigative Interviews/Internal Affairs Investigations. The non-criminal interview of a suspect employee concerning action(s) or inaction(s) which, if proved, could reasonably lead to a suspension without pay, demotion or discharge for that employee, shall be conducted under the following conditions and procedures:

a. If an employee is considered a suspect, at a reasonable time in advance of the investigative interview, the suspect employee shall be informed in writing, with a copy to the Union, of the nature of the investigation; the specific allegations related thereto; and the policies, procedures and/or laws that form the basis for the investigation; and shall be advised that an opportunity to consult with a Union representative and/or legal representative will be afforded prior to the interview.

b. The suspect employee shall have the right to have a Union representative present during any interview which may reasonably result in a suspension without pay, demotion or discharge of the suspect employee. The opportunity to have a Union representative present at the interview or the opportunity to consult with a Union representative shall not unreasonably delay the interview. However, if the interview begins with the consent of the suspect employee in the absence of a Union representative, but during the interview the suspect employee concludes that assistance is required by reason of increasing seriousness of the disciplinary problem, the suspect employee shall be allowed a reasonable time in which to obtain a Union representative.

c. To the extent reasonably possible, all interviews under this Section shall take place at Police Department facilities.

d. The City may schedule the interview outside of the employee's regular working hours; however, in that event the appropriate overtime rate of payment shall be made to the employee. An employee on administrative leave with pay may be questioned between 8:00 AM and 5:00 PM, Monday through Friday, at the regular rate of pay.

e. The employee shall be required to answer any question concerning a non-criminal matter under investigation and shall be afforded all rights and privileges to which the employee is entitled under State or Federal laws.

f. The employee shall not be subject to coercion, nor shall interrogator(s) make promises of rewards or threats of harm as inducements to answer questions.

g. During an interview, the employee shall be entitled to such reasonable intermissions as the employee may request for personal physical necessities.

h. All interviews shall be limited in scope to activities, circumstances, events and conduct that pertain to the action(s) or inaction(s) of the employee that is the subject of the investigation. Nothing in this Section shall prohibit the Employer from questioning the employee about information that is developed during the course of the interview.

i. All internal affairs interviews shall be recorded, and the Union may record the interview. A copy of the transcribed interview and/or copy of the recording shall be made available to the Union and employee.

j. Interviews and Internal Affairs investigations shall be concluded without unreasonable delays.

k. The employee and the Union shall be advised within a reasonable period of time, in writing, of the results of the investigation and what future action, if any, will be taken regarding the matter investigated.

l. Internal affairs investigations that could potentially lead to a significant property loss such as demotion, termination, or multi-day suspension shall ordinarily be conducted by an outside police agency or neutral investigative agency. This Article is not intended

to limit the Police Department's ability to conduct a fair and comprehensive investigation nor impose unreasonable time limits upon the conduct of such investigation**.**

16.7 When the City receives a request for public records under the Public Records Act, Chapter 42.56 RCW for a Union member's personnel records, disciplinary records, or that identifies a Union member by name and is not connected to a criminal case, the City will provide timely notice of the request to the affected member and the Union. "Timely notice" shall mean personal notification (telephone call, voicemail, or electronic mail) to the member within two business days of the date of the request or five days prior to the scheduled date of release, whichever occurs first.

16.8 Accident Review Board. Accidents involving damage to City vehicles may be (a) acted upon by the Chief of Police if further investigation is unnecessary or (b) reviewed by the Accident Review Board. Review by the Accident Review Board shall be conducted as set forth in the Gig Harbor Police Department Manual. Investigations of other policy violations will be conducted as an internal affairs (IA) investigation.

ARTICLE 17 – MANAGEMENT RIGHTS

17.1 The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers and authorities which the Employer possesses, except as specifically limited by this Agreement or by State law.

17.2 The Employer has the authority to adopt rules for the operation of the Department and conduct of its Employees provided the City recognizes its obligation to bargain adoption of any rule affecting wages, hours, and working conditions.

17.3 The Employer has the right to schedule overtime work as required in a manner most advantageous to the Employer and consistent with the requirements of municipal employment and the public interest.

17.4 Every incidental duty connected with operations enumerated in job descriptions is not always specifically described, nevertheless, it is intended all such duties shall be performed by the Employee.

17.5 The Employer reserves the right to discipline, demote, or discharge for just cause. The Employer reserves the right to lay off for lack of work or funds, or the occurrence of conditions beyond the control of the Employer.

17.6 The Employer shall have the right to assign work and to determine the duties of Employees; to schedule hours of work; to determine the number of personnel to be assigned at any time and to direct and perform all other functions not limited by this Agreement.

ARTICLE 18 - NO STRIKES

18.1 It is recognized that the Employer is engaged in a public service requiring continuous operation, and it is agreed that recognition of such obligation of continuous service is imposed upon both the employee and the Union. Neither the Union nor its members, agents, representatives, employees or persons acting in concert with them, shall incite, encourage, or

participate in any strike, walkout, slowdown, or other work stoppage of any nature whatsoever for any cause whatsoever. In the event of any strike, walkout, slowdown, or work stoppage or a threat thereof, the Union and its officers will do everything within their power to end or avert the same.

18.2 Any employee authorizing, engaging in, encouraging, sanctioning, recognizing or assisting any strike, slowdown, picketing or other concerted interference, or who refuses to perform service duly assigned to him, shall be subject to immediate dismissal.

ARTICLE 19 - GRIEVANCE PROCEDURES

19.1 Grievance Defined. A grievance is defined as an alleged violation of express terms and conditions of this Agreement. Only one appeal and/or grievance (either through this grievance procedure or through the Civil Service Rules but not both) may be maintained with respect to any individual disciplinary action. Grievances involving performance evaluations shall only be processed through step 2 of the grievance procedure.

Time limits in the following steps may be extended only by mutual written consent of the parties hereto.

19.2 Step One - Police Chief. The grievance in the first instance will be presented to the Police Chief, in writing, within fourteen (14) calendar days of the alleged breach of the express terms and conditions of this Agreement. The Police Chief shall respond to the grievance in writing within fourteen (14) calendar days of receipt of the grievance. Every effort shall be made to settle the grievance at this Step One.

19.3 Step Two – City Administrator. If the grievance is not resolved at Step One, then the grievance may be presented to the City Administrator or his/her designee within fourteen (14) calendar days of receipt of the Chief's response. The grievance shall be presented to the City Administrator or his/her designee in writing, setting forth detailed facts concerning the nature of the grievance, the contractual provisions allegedly violated, and the relief requested. Upon receipt of the written grievance, the City Administrator or his/her designee shall, within fourteen (14) calendar days, meet with the grievant and/or the representative of the Union in an attempt to resolve the grievance. Within fourteen (14) calendar days after such meeting, the City Administrator or his/her designee shall send to the Union a written answer stating the Employer's decision concerning the grievance.

19.4 Step Three - Arbitration. A grievance may be submitted within thirty (30) calendar days following the decision rendered in Step Two to arbitration for resolution. For a grievance as defined by RCW 41.58.070, the arbitrator shall be assigned by PERC in accordance with state law. For other grievances, the parties will attempt to select a mutually agreeable arbitrator. Should the parties be unable to agree upon an Arbitrator they shall request a list of names of eleven (11) Arbitrators with offices in Oregon or Washington from the Public Employment Relations Commission. The parties shall alternatively strike names until one name remains on the list. The remaining person shall be the arbitrator. The order of striking names shall be determined by coin toss.

The decision of the Arbitrator shall be final and binding on both parties. The authority of the Arbitrator is limited to ruling on the correct interpretation or application of the Articles of this Agreement and shall not add to, take away from, alter, change or modify the terms of the Agreement.

Each party shall bear the cost of its own representation, legal fees and presentation of their case.

ARTICLE 20 - PERSONNEL POLICIES

All employees of this bargaining unit, in addition to being governed by this Agreement, shall also be subject to the Personnel Policies published by the Employer and any subsequent personnel policies, rules and regulations that may be promulgated in the future, so long as they do not conflict with this Agreement. The parties agree to abide by collective bargaining laws with respect to policies, rules and regulations affecting or impacting mandatory subjects of bargaining. In case of any conflict, this Agreement shall be the controlling policy for the employees covered by this Agreement.

ARTICLE 21 – UNIFORMS AND EQUIPMENT

At the time of employment, the following uniform and equipment items shall be provided by the City. The City may withhold issuance of some of the equipment items while a member is assigned to the BLEA Academy. In such case, the remainder of the required equipment will be issued upon successful completion of the BLEA Academy. After initial issue of clothing /equipment, officers shall have available an annual $600 a year clothing allowance upon being removed from initial probationary status commencing at the beginning of the following calendar year. Uniform items or equipment which require replacement through the normal course of business will be replaced by the City, subject to availability of budgeted funds. Officers newly assigned to the Bicycle, Marine Services, or Metro Co-op Cities specialty unit(s) will initially be provided the appropriate uniform and equipment items for performance of duties within that unit and will thereafter receive a $200 a year clothing allowance for specialty uniform and equipment (regardless of how many specialty units the officer is assigned to). Additional specialty unit replacement uniform items will be charged against the annual clothing allowance.

The City will issue one patrol jumpsuit every two (2) years to those employees who are not assigned to the Detectives unit. Jumpsuits will be staggered so that not all eligible employees receive it the same year.

A. Uniform

1. Class A long sleeved uniform shirt
2. Class A trousers
3. Two (2) Class B uniform shirts (long and/or short-sleeved)
4. Two (2) Class B uniform pants
5. One (1) tie and one (1) tie bar
6. Two (2) patrol jumpsuits (one winter/one summer)*
7. One (1) duty ball cap and one (1) watch cap
8. One (1) pair shoes or boots
9. One (1) all-season jacket
10. Two (2) badges (uniform and flat) and required name tag(s)

11. Required BLEA Academy clothing and equipment (Academy attendees only)

* Ordered after successful completion of FTO Phase 1

B. Equipment

1. One (1) duty gun belt
2. One (1) uniform pants belt
3. One (1) department-approved holster
4. One (1) department-authorized duty weapon with three (3) magazines.
5. One (1) double handgun magazine holder
6. One (1) patrol rifle and three (3) magazines
7. One (1) Taser and belt holster
8. One (1) double handcuff case
9. Two (2) sets of handcuffs and one (1) large handcuff key
10. One (1) key holder (if desired)
11. One (1) expandable baton and belt holder
12. One (1) ASR canister and belt holder
13. One (1) rechargeable flashlight and one (1) traffic wand
14. One (1) belt flashlight holder
15. One (1) portable radio with charger and belt holder with optional ear piece
16. One (1) bullet-resistant vest
17. Four (4) belt keepers
18. One (1) glove holder

The uniform shall meet the approval of the Police Chief and all purchases shall be through the department's established procedures. The employee agrees to maintain and keep all uniform and equipment items in good and clean condition, repair all parts of the uniform, and will have his or her complete uniform available for inspection on due notice.

The employer shall be responsible for laundering uniforms. Frequency of laundering uniforms shall be established by employer management policy. Uniform clothing damaged as a result of unforeseen circumstances in the line of duty shall be repaired or replaced by the employer. Equipment issued under this Article which is damaged through the gross negligence of the employee shall be replaced at the employee's cost.

The employer shall reimburse officers assigned as full time detective up to a maximum of $600 per year for special job-related clothing purchases, provided such purchases must have approval by the Police Chief or Lieutenant prior to purchase.

The employer shall reimburse officers up to $50 for any watch destroyed in the line of duty.

ARTICLE 22 - TRAINING

The City agrees to provide training to employees through the Washington State Criminal Justice Training Commission, their Satellite Training Programs, and other sources approved by the Department. The City, in its sole discretion agrees to provide funding for such training as it determines is reasonable to increase the employee's knowledge, skills and abilities to perform the

job. For such training, the City agrees to pay all fees and tuition, lodging, travel, and meals (if applicable) incurred by attending such training, according to applicable City policy.

The Chief of Police or his/her designee within the Police Department shall approve or deny all training requests.

Employees who request voluntary training may be asked to adjust their work schedule to minimize payment of overtime. If an officer attends voluntary approved training on a regularly scheduled day off, and can take another day off within the same FLSA work period, the time shall be considered an equal trade and no overtime or compensatory time shall result. If the day off cannot be taken within the same FLSA work period, the training day shall be compensated at overtime rates (pay or compensatory time). The scheduling of the day off is subject to mutual agreement between the City and the officer with the object being to schedule the day off so no additional overtime expenditure is incurred.

Employees may request to be released from duty early on a training day in consideration of factors including the amount of duty time remaining and Department staffing needs. Police Department administration has discretion to approve or deny such requests.

ARTICLE 23 - LIGHT DUTY

An injured employee will be provided a light-duty assignment when released to perform light duty by the employee's health care provider and when there are light duty assignments available in the Police Department, as reasonably determined by the Chief of Police. An on-the-job injury takes precedence for a light duty assignment over an off-duty injury.

ARTICLE 24 - SUBSTANCE ABUSE FREE WORK PLACE

24.1 Statement of Principle. The City of Gig Harbor and the Union, in keeping with the provisions of the Drug-Free Workplace Act of 1988, are committed to providing and maintaining a substance abuse-free working environment for the safety, physical and mental health of all employees and the public whom we serve.

24.2 Any unlawful manufacture, distribution, dispensation, possession, use or working under the influence of an illegal drug or controlled substance in or on any City facility, vehicle or while on City business is strictly prohibited. Consumption of alcohol is prohibited for employees while on duty (including any breaks, lunches, etc.) or while in a designated "on-call" status or two (2) hours following an accident or incident (unless a breath alcohol test has already been performed). In addition, a violation of law by an officer relating to illegal drugs, controlled substances or alcohol may result in appropriate discipline.

24.3 The City has established a drug awareness program which includes, but is not limited to, the following confidential employee services:

a. Drug counseling and rehabilitation available through the City's medical insurance plans.

b. Employee Assistance Program (EAP) that may assist in counseling employees with substance/alcohol abuse problems.

24.4 Any employee found to be in violation of the City's Substance Abuse Free Workplace Policy or law may be subject to a requirement to participate satisfactorily in an abuse assistance or rehabilitation program approved for such purposes by a federal, state, local health, or appropriate agency approved by the City, and/or discipline up to and including termination.

24.5 Covered Classifications. All classifications within the Union's bargaining unit are covered by this Article.

24.6 Drug or Alcohol Tests Required

24.6A Reasonable Suspicion. To be conducted when a supervisor becomes aware of specific indicators characteristic of prohibited drug (including alcohol) use or possession which may include:

i. Direct observation of drug use or possession

ii. Direct observation of the physical symptoms of being under the influence of a drug, such as motor functions or speech, abnormal conduct or erratic behavior which may or may not be preceded by:

a. An on-the-job accident resulting in an injury to the employee or others requiring medical attention beyond first aid and/or results in significant property damage to City or others' property.

b. An on-the-job unsafe practice that endangers the employee or others or risks significant property damage to the City or others' property.

c. An arrest for a drug-related offense.

d. Information that is provided by reliable and credible sources and has been independently corroborated.

e. Evidence that the employee tampered with a previous drug test.

f. The opinion of a medical/substance abuse/chemical dependency professional employed at the worksite that an employee is using an illegal controlled substance.

24.7 The supervisor will request another supervisor's (management and/or HR) opinion (both supervisors must agree) prior to requesting an employee to take a reasonable suspicion drug/alcohol test. At this time, the employee shall be informed of the right to Union representation. This will not be construed as an opportunity for an employee to delay testing. Employees may not operate City motor vehicles or equipment after being notified that a reasonable suspicion test is warranted. Additionally, employees believed to be under the influence or impaired for any reason shall be transported to the testing site. Following the

testing, the employee will be transported home via a local cab company, at the City's expense, or provided the opportunity to contact a non-duty-employee or non-employee for a ride. The employee will be informed that the law enforcement authorities shall be notified of his/her vehicle license number if the employee insists on driving. In no case will a supervisor or other on-duty employee transport the employee.

24.8 Testing shall take place as soon as practicable. An employee subject to such testing is expected to remain readily available to undergo the tests. However, this should not be construed to require the delay of necessary medical attention for injuries or to prohibit an employee from leaving the scene of an accident or incident if necessary to obtain assistance to respond to the accident or incident or to obtain emergency medical care. In all circumstances the employee will be transported to the testing site. An employee waiting to be tested will remain in paid status from the time of the accident/incident until testing is completed.

24.9 Employees who test negative will be transported back to the duty station and remain on paid status for the completion of the shift or if normal work hours are exceeded, until leaving the normal place of work. Employees whose tests are not immediately available will be transported from the test site to their residence via a local cab company at the City's expense. Employees, who leave the scene of an accident or incident inappropriately, will be considered to have refused to test and will be subject to discipline up to and including termination.

24.10 Refusal to Test. Refusing or failing to submit an adequate specimen for drug or alcohol testing or specimen tampering during specimen collection constitutes insubordination and will be treated as if the employee has tested positive. The employee will be evaluated by a Substance Abuse Professional (SAP) or Chemical Dependency Professional (CDP) and will be subject to discipline up to and including termination. Refusal to test includes:

a. Refusal to take a drug or alcohol test;

b. Tampering with or attempting to adulterate the specimen or collection procedure;

c. Not reporting to the collection site in the time allotted;

d. Leaving the scene of an accident or incident without a valid reason before testing; or

e. Providing false or inaccurate information.

24.11 Drug/Alcohol Testing Processes. Drug and alcohol testing shall be conducted in strict accordance with federal regulations to ensure accuracy, reliability, and confidentiality. Testing records and results will be released only to those authorized by the federal drug and alcohol testing rules to receive such information. The City will make every appropriate effort to protect the employee's privacy and dignity during the sample collection, testing and notification process.

24.12 Drug Testing. Specimen collection for drug testing will conform to the standards of 49CFR part 40 to maintain documented chain of custody and assure sample reliability. Drug test collections will be conducted at a qualified medical facility. The specific procedure used for testing is as follows:

a. The collection site personnel will obtain the appropriate urine custody and control forms and inspect the collection room.

b. The donor will be asked to present picture identification to the collection site person.

c. The donor will check belongings and remove unnecessary outer garments.

d. Donor will wash hands, take the collection cup and enter the privacy enclosure to collect at least forty-five (45) milliliters of specimen unobserved.

e. The collector records the temperature of the specimen.

f. The collector will split the specimen into two bottles.

g. The collector will label and seal both bottles in front of the donor.

h. The custody and control form will be completed, transferring custody from the donor through the collector to the laboratory courier.

i. The split specimen will be placed in secure storage until shipped for analysis.

24.13 The integrity of the testing process is ensured through a variety of methods. The collection site is secured when not in use, access to the site is restricted during specimen collection, water sources are controlled to discourage specimen adulteration, trained site collection personnel carefully follow prescribed procedures, specimens are labeled and sealed in front of the donor, custody and control forms are used, specimens are left in locked storage, and the laboratories used for analysis must meet strict standards to be certified by the Substance Abuse and Mental Health Services Administration (SAMHSA).

24.14 The initial drug screen shall use the Immunoassay (EMIT) process and the confirmatory test will be by gas chromatography/mass spectrometry. The drug testing results will be reviewed and positive tests interpreted by the MRO. The following tests and positive test levels shall be used:

	Initial	**Confirmation**
Marijuana and metabolites	50 ng/ml	15 ng/ml
Cocaine and metabolites	300 ng/ml	150 ng/ml
Amphetamines and metabolites	1000 ng/ml	500 ng/ml
Opiates	2000 ng/ml	2000 ng/ml
Phencyclidine (PCP)	25 ng/ml	25 ng/ml

24.15 Alcohol Testing. The alcohol test will be performed using an Evidential Breath Testing (EBT) device that is approved by the National Highway Traffic Safety Administration (NHTSA) and administered by a trained Breath Alcohol Technician (BAT). The alcohol testing process will consist of the following steps:

a. Upon arrival, the employee will be shown to the testing site. The site will afford the employee privacy during the process.

b. The employee will provide picture identification to the BAT for inspection.

c. The BAT will explain the test process and will, with the employee, complete the Alcohol Testing Form.

d. The BAT will open a sealed disposable mouthpiece in view of the employee and attach it to the EBT device for a screening test.

e. The employee will blow forcefully into the mouthpiece and be shown the result.

f. Before the confirmatory test is conducted, the BAT shall conduct an airblank test which must read 0.00 to proceed.

g. The result of the confirmatory test is considered to be the final result.

24.16 The integrity of the alcohol testing process is ensured through the external calibration checks required on the EBT device, the security of the testing site and EBT device, and the strict testing procedures required to produce a valid test.

24.17 Positive Test Results.

a. An employee who tested positive for alcohol or fails to pass a drug test will be removed from the performance of his/her job, placed on administrative leave and required to be evaluated by a substance abuse professional. An employee may substitute any available vacation, floating holiday or comp time for the non-pay status.

b. An employee who tests positive for illegal drugs or controlled substances will be removed from the performance of his/her job, placed on administrative leave and required to be evaluated by a Substance Abuse Professional (SAP) or Chemical Dependency Professional (CDP).

c. An employee who tests positive for drugs shall have the right to challenge the accuracy of the test results. The employee may request that the original split sample be analyzed. Such request must be made within 72 hours of when the City made the employee aware of the original test results.

24.18 Pay Status.

a. If an employee is removed from his/her job prior to or during an investigation, they shall be on administrative leave pending outcome of the investigation and/or disciplinary action. Employees shall be advised of their right to Union representation during any investigatory interview or meeting which could reasonably be expected to lead to disciplinary action.

b. Employees who have satisfied any disciplinary action and who are in a recognized treatment program for a drug or alcohol problem may use available sick leave, floating holiday, accrued vacation or comp time for counseling and treatment.

24.19 Employee Rights and Responsibilities.

a. The City will keep confidential all testing results.

b. If at any point the results of the testing procedures specified in the Drug & Alcohol Testing Processes section of this is negative, all further testing shall be discontinued. The employee will be provided a copy of the results, and all other copies of the results (including the original) will be maintained by the Human Resources Department.

c. An employee, who voluntarily seeks assistance concerning a drug or alcohol problem, prior to reasonable suspicion, shall not be disciplined by the employer and will be immediately referred to the City's EAP. Employees may use available sick leave, floating holiday, accrued vacation or comp time for counseling and treatment. An employee may also be required to undergo a “fit for duty” test prior to return to work.

d. An employee not designated "on-call" and requested to report to work shall inform their supervisor of any inability to work due to the consumption of alcohol or drugs which may impair the employee’s ability to safely perform his/her job. Under this Section, an employee will not be subject to discipline for advising the employee’s supervisor of his/her inability to work.

e. All employees who must use a prescription drug that causes or results in adverse side effects (e.g., drowsiness or impaired reflexes or reaction time) shall inform their supervisor that they are taking such medication according to the advice of a physician. Such employees are responsible for informing their supervisor of the possible effects of the drug and their performance and expected duration of its use. If the prescription drug use could cause productivity or safety problems, a supervisor may grant the employee sick leave or temporarily assign the employee different duties, if available.

f. Employees are required, in compliance with this Substance Abuse Free Workplace Policy, to notify the City of any criminal statute conviction for a substance abuse or alcohol-related violation occurring in the workplace no later than five (5) working days after such conviction.

24.20 All Union and non-represented police officers will receive a copy of this Section, informational materials about the effects of controlled substances/alcohol in the workplace and rehabilitation services available.

24.21 Record Retention. The drug and alcohol records will be maintained by the Human Resource Analyst in a secure location with controlled access, in accordance with legal guidelines. The following records shall be maintained for at least five (5) years:

a. Records of verified positive alcohol test results.

b. Records of verified positive drug test results.

c. Documentation of refusal to take a required alcohol/drug tests.

d. Drug and Alcohol related evaluations and referrals.

The City may provide copies of these records to other employers when former City employees have applied for employment with those employers and have written and signed a release form authorizing the City to release such information.

24.22 Laws & Regulations. Should the federal or state government requirements change, the parties agree either party can request to negotiate the impact of the change on mandatory subjects of bargaining.

ARTICLE 25 - SAVING CLAUSE

If any article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement shall continue in full force and effect. The article and section held invalid shall be modified as required by law or the tribunal of competent jurisdiction, and the parties shall meet to negotiate a substitute provision.

ARTICLE 26 - COMPLETE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had an unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercises of that right and opportunity are set forth in this Agreement.

Therefore, the parties for the life of this Agreement voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement.

ARTICLE 27 - TERM OF AGREEMENT

This Agreement is effective January 1, 2023, and shall continue in full force and effect to and including December 31, 2025.

Notice to negotiate a new agreement shall be given within ninety (90) days prior to the expiration date.

IN WITNESS WHEREOF, we attached our signatures this _____ of _____, 2023.

CITY OF GIG HARBOR

By: _____
Tracie Markley, Mayor

By: _____
Katrina Knutson, City Administrator

ATTEST:

_____
Molly Towslee, City Clerk

TEAMSTERS LOCAL NO. 117

By: _____
John Scearcy, Secretary-Treasurer

ATTACHMENT "A"

2023 Wages

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5
Police Officer	$7,068	$7,422	$7,793	$8,182	$8,591
Sergeant	$9,334	$9,801	$10,291	$10,806	

ATTACHMENT "B"

PERSONNEL SALARIES

PERFORMANCE PAY

Each year on their anniversary date, employees who have yet to reach the top of their salary range shall be eligible for a step increase according to the wage scale below, provided the employee receives a satisfactory performance evaluation and has not been disciplined during the rating period. An employee's anniversary date will reset upon promotion or demotion.

**MEMORANDUM OF UNDERSTANDING BETWEEN
CITY OF GIG HARBOR AND
TEAMSTERS LOCAL UNION NO. 117**

Affiliated with the
International Brotherhood of Teamsters

Re: Mandatory Overtime

The City of Gig Harbor ("City") and Teamsters Local No. 117 ("Union") enter into this Memorandum of Understanding ("MOU") regarding mandatory overtime shifts.

WHEREAS, the Gig Harbor Police Department faces unique and current law enforcement staffing challenges; and

WHEREAS, mandatory overtime is currently paid at the rate of time and one-half the regular rate of pay; and

WHEREAS, the parties agree to a higher rate of pay for mandatory overtime under the terms of this 12-month MOU;

NOW THEREFORE it is agreed by and between the parties hereto, in consideration of the mutual promises contained herein, that:

1. Involuntary overtime mandated on a scheduled day off with less than 24 hours' notice will be paid at the rate of two times the regular rate of pay for the actual time worked. This shall not pyramid with any other premiums.

2. This MOU is effective when signed by both parties and will terminate 12 months later. When this MOU expires, involuntary mandatory overtime will revert to being paid at time and one-half the employee's regular rate of pay.

3. The parties agree to review the impact of this MOU after six months.

4. The City reserves the right to terminate this MOU if the City reasonably determines that this MOU significantly changes employees' availability for voluntary overtime and/or this MOU causes an unexpected and significant cost burden on the Police Department.

5. This MOU applies to mandatory overtime shifts and does not apply to schedule changes.

IN WITNESS WHEREOF, we have set our hands on the dates indicated.

CITY OF GIG HARBOR

_____

**TEAMSTERS LOCAL
UNION NO.117/IBT**

_____

TRACIE MARKLEY, MAYOR
CITY OF GIG HARBOR

_____
Date

JOHN SCEARCY
SECRETARY-TREASURER

_____
Date

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, in 1881, Clara Barton founded the American Red Cross, turning her steadfast dedication for helping others into a bold mission of preventing and alleviating people's suffering; and

WHEREAS, today, more than 140 years later, we honor the kindness and generosity of Red Cross volunteers here in Gig Harbor, who continue to carry out Clara's lifesaving legacy. They join the millions of people across the United States who volunteer, give blood, donate financially, or learn vital life-preserving skills through the Red Cross; and

WHEREAS, the contributions of local Red Cross volunteers give hope to the most vulnerable in their darkest hours — whether it's providing emergency shelter, food, and comfort to families devastated by local disasters; donating essential blood for accident and burn victims or heart surgery and organ transplant patients, and those receiving treatment for leukemia, cancer, or sickle cell disease; supporting service members and veterans, along with their families and caregivers, through the unique challenges of military life; helping to save the lives of others with first aid, CPR, and other skills; or delivering international humanitarian aid;

NOW, THEREFORE, BE IT RESOLVED THAT, I, Tracie Markley, Mayor, City of Gig Harbor, do hereby declare the month of March, 2023 as

RED CROSS MONTH

in the City of Gig Harbor and dedicate the month of March to all those who continue to advance the noble legacy of American Red Cross founder Clara Barton, who lived by her words, "You must never think of anything except the need, and how to meet it." I encourage all residents of Gig Harbor to reach out and support this humanitarian mission.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 27th day of February, 2023.

Mayor Tracie Markley
City of Gig Harbor

City of Gig Harbor
City Council Meeting Agenda Bill

Meeting Date: February 27, 2023

SUBJECT: Second Reading of Ordinance 1507 Related to Short-term Rentals

SUBMITTED BY: Carl de Simas/Jeremy Hammar
DEPARTMENT: Community Development **PHONE:** 253-853-7628

SUGGESTED MOTION: Move to approve Ordinance 1507

BACKGROUND INFORMATION: This is the second reading of an ordinance related to short-term rentals.

At the first reading and public hearing of this ordinance on February 13, 2023, the City Council directed Staff to bring the ordinance back on February 27 for a second reading. They also asked Staff to be prepared to address both the issue of limiting LLCs from operating more than one STR; and determining the City's policy around concurrency related to traffic impacts. Staff will address these items during the Staff Report portion of the second reading proceedings.

Staff has amended 17.85.030(A)(3)(b) within the ordinance to provide for more clarity. Additionally, staff has added a section repealing Ordinance No. 1497 relating to the moratorium on the acceptance of Lodging, Level 1 permit applications.

As provided previously, 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 has prepared a resolution recommending an amendment to the City's Permit Fee Schedule.
- The City 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 it gives the guest and the public some certainty that the STR is legal.

FISCAL CONSIDERATION: N/A

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: N/A

ATTACHMENTS: Ordinance 1507

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

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; REPEALING ORDINANCE 1497; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on September 7, 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. City Council hereby repeals Ordinance 1497.

Section 2. 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 3. Gig Harbor Municipal Code Section 17.14.020 "Land use matrix" is hereby amended as shown in Exhibit A.

Section 4. Gig Harbor Municipal Code Section 19.01.003 "Project permit application framework" is hereby amended as shown in Exhibit B.

Section 5. 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 6. 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 7. 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 8. 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. A valid Business License associated with the permit no longer exists.

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 9. 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 10. 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 11. 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 12. 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:

_____
Daniel Kenny
City Attorney

Attest:

_____
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
Short-term Rental[32]	-	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	Short-term rental permit	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.

City of Gig Harbor
City Council Meeting Agenda Bill

Meeting Date: February 27, 2023

SUBJECT: Resolution 1270 Amending City Fee Schedule

SUBMITTED BY: Josh Stecker, City Clerk
DEPARTMENT: Administration **PHONE:** 853-7613

SUGGESTED MOTION: Move to approve Resolution 1270

BACKGROUND INFORMATION: City departments annually review the fee schedules for various City services and recommend changes to the City's fee schedule which is adopted by Council resolution.

Staff is proposing one addition to the fee schedule:

- Section B-26 on Page 11 is modified to include: "Short-term Rental Permit - $650.00." *This revision fulfills the establishment of a short-term rental permit fee required by Ordinance 1507.*

FISCAL CONSIDERATION: None.

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: None.

ATTACHMENTS: Resolution 1270

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

RESOLUTION 1270

A RESOLUTION OF THE CITY OF GIG HARBOR, WASHINGTON, ESTABLISHING FEES FOR POLICE SERVICES, LAND USE APPLICATIONS AND PERMITS, BUILDING PERMIT FEES, ENGINEERING FEES, COPY SERVICE FEES, AND PUBLIC RECORDS REQUEST FEES; AND REPEALING RESOLUTION 1256.

WHEREAS, the City of Gig Harbor has established police services, land use, engineering, building permit, other development review fees, and copy service fees by Resolution; and

WHEREAS, the Gig Harbor City Council has requested that all departments evaluate fees on an annual basis and, as necessary, propose adjustments to the fee schedule; and

WHEREAS, the last update to the Fee Schedule was approved on July 25, 2022 in Resolution 1256; and

WHEREAS, the revised fee schedule adds a fee for a new land-use permit type known as Short-term Rental Permit and corrects an error related to additional submittal review fees for land-use permits; and

WHEREAS, the proposed fee schedule adjustments are deemed necessary to maintain fair and equitable service and application fees;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Gig Harbor:

Section 1. The City Council hereby repeals Resolution 1256 and adopts the Administration, Police, Land Use, Engineering, Building, and Public Records Fee Schedule attached as Exhibit A.

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

_____
Tracie Markley
Mayor

Attest:

_____
Joshua Stecker, CMC
City Clerk

EXHIBIT A

CITY OF GIG HARBOR
FEE SCHEDULE

A. ADMINISTRATION

1) PUBLIC RECORDS REQUEST FEE SCHEDULE

a)	Inspection of records at Civic Center	No fee
b)	8-1/2 x 11", 8-1/2" x 14" & 11" x 17" B&W Copies No charge for first 50 pages	$0.15 per page
c)	Scanned copies No charge for first 50 pages	$0.10 per page
d)	Scanned documents: greater than 11" x 17"	$0.50 per page
e)	Electronic Files or attachments to an email If the number of files is 80 or less, the fee will be waived. 84 files = $1.05	$0.05 per every 4
f)	Records transmitted in electronic format	$0.10 per gigabyte
g)	Digital Storage Media Device (CD/DVD, flash drive)	actual cost
h)	Outside Vendor	actual cost
i)	Envelope / Postage	actual cost
j)	Customized Service Charge *****	actual cost
k)	Police body camera or dash camera video redactions (redacting, altering, distorting, pixelating, suppressing, or Otherwise obscuring) per RCW 42.56.240(14) **	$60.25 per staff hour

In the event a request is estimated to exceed $25, the City may require a deposit in an amount not to exceed 10% of the estimated cost prior to the duplication of record(s).

***** When the request would require the use of IT expertise to prepare data compilations or when such customized access services are not used by the agency for other business purposes. The agency may charge actual cost.

****** Unless otherwise exempted from such fee by applicable RCW.

2) DOG LICENSE FEES

Dog license are issued and current for one year from date of original licensing.

a)	Senior Citizens	$5.00
b)	Altered Dogs	$7.00
c)	Unaltered Dogs	$17.00
d)	Dangerous Dogs	$100.00

3) CIVIC CENTER ROOM RENTAL

The city is pleased to share its facilities with the public. Rental rates are per day unless otherwise noted.

Weekdays:

a) City Council Chambers	$ 150.00
b) Lobby Area	$ 75.00
c) Community Room A	$ 75.00
d) Community Room B	$ 75.00

Weekends:

a) City Council Chambers	$ 75.00
b) Lobby Area	$ 50.00
c) Community Room A	$ 50.00
d) Community Room B	$ 50.00

Custodial charges: Custodial charges will be required for weekend, holiday and after-hours building use or if the City Administrator or designee has determined the need. Cost for custodial services will be calculated at the time of the rental with a minimum charge of 2 hours including ½ hour before, duration of the event, and the ½ hour after (total 3 hours).

4) PARK RENTALS

a) Reservations at the Crescent Creek Park Shelter can be made for the following time blocks:

(8 am – 12 pm) (1 pm – 5 pm) (6 pm – 9 pm)

Fees for reservations at the shelter are:

$50 for parties of under 30 people

Refer to the Special Events fees for parties of 30 people or more

b) The Pavilion at Skansie Brothers Park falls under the Special Events regulations

5) SPECIAL EVENTS

Special Events held on public land.

a)	City Sponsored Event	$ 0.00
b)	City Co-Sponsored Event	$ 50.00
c)	Not for Profit Sponsored Event	$ 150.00
d)	Profit/Commercial Event	$ 500.00

An Electrical Inspection Fee may apply to a Special Event Permit (if required by Labor & Industries) $ 100.00

6) BUSINESS LICENSE

Business Licenses are processed through Business License Services a Division of the Washington state Department of Revenue.

a) Annual Business License Fee
(for those who meet the $2000 threshold) $ 40.00
The Washington State Fee is $19.00 plus $5.00 per Trade Name.

Cabaret License are processed through the City. Cabaret is defined as a

place that serving the public that incudes various forms of live entertainment.

a)	Annual Cabaret License		$ 25.00

Peddlers Licenses are processed through the City of Gig Harbor and are good for ninety days. Licenses can be reapplied for multiple times.

a)	90 Day Peddler License		$ 50.00

Adult Entertainment Business License

a)	Original license		$ 500.00
b)	Renewal		$ 100.00
c)	Adult Entertainer / Manager	yearly	$ 100.00

7) <u>FINGERPRINTING AND WEAPON PERMITS</u>

The Police Department processes fingerprints and Concealed Pistol License.

a) Fingerprinting

1)	Each Card	$ 15.00

b) Concealed Pistol License – Fees are set according to RCW: 9.41.070

1)	New	$ 49.25
2)	Renewal	$ 32.00
3)	Late Renewal	$ 42.00
4)	Replacement of Lost Permit	$ 10.00

B. <u>LAND USE PERMIT APPLICATION FEES</u>

When a development proposal involves two or more permits listed in 3 through 14 below being consolidated and processed concurrently, the highest cost land use permit shall be charged the full fee and all other land use permits charged 50% of the applicable fee. Specified engineering fees, building/fire fees, third party review fees and the fees listed in 1 and 2, and 15 through 26 below are not subject to the 50% reduction. The fees below are paid at submittal of application and include public notice fees; see section "G" for required deposits and fees incurred during the review process.

1) Amendment to Comprehensive Plan

a) Map Amendment	$4,129.00
b) Urban Growth Area Adjustment	$4,129.00
c) Text Amendment	$4,129.00

2) Amendments to Municipal Code

a) Zoning District Boundary	$4,020.00
b) Text	$4,108.00
c) Height Restriction Area Amendment	$4,020.00

3) Conditional Use Permit

a) Single-family / Accessory Dwelling Unit	$1,082.00
b) Nonresidential/Multiple-family in existing building	$1,706.00

c) New Nonresidential / Multiple-family Dev. $4,051.00
*Above fees include $130.00 for Building/Fire review

4) Variance/Interpretation

a) Single-family Variance $1,056.00
b) Non-Single-family Variance $1,560.00
c) Administrative Variance $ 645.00
d) Interpretation $ 676.00
*Above variance fees include $98.00 for Building/Fire review

5) Site Plan Review and Landscape Plans

a) Major Site Plan Review
New use or building – Combined Total $5,297.00
Planning $3,937.00
Building/Fire $ 260.00
Engineering $1,100.00
Existing/approved site plan modifications/expansions – Combined Total $3,337.00
Planning $ 2,507.00
Building/Fire $ 130.00
Engineering $ 700.00
Modification of conditions of approval – Combined Total $2,057.00
Planning $ 1,477.00
Building/Fire $ 130.00
Engineering $ 450.00
Regional stormwater ponds – Combined Total $1,927.00
Planning $ 1,477.00
Engineering $ 450.00

b) Minor Site Plan Review
Change in use $ 115.00
Changes to GFA/impervious surface – Combined Total $ 1,178.00
Planning $ 630.00
Building/Fire $ 98.00
Engineering $ 450.00
Changes to landscaping/common areas/vegetation retention areas/parking lot layout with no impervious surface change $ 630.00
Demolition $ 115.00
Changes to stormwater facilities – Combined Total $ 1,080.00
Planning $ 630.00
Engineering $ 450.00
Changes to Conditions of Approval $ 630.00
Rapid Charging Stations $ 115.00
c) Alternative Landscape Plan $ 630.00

6) Planned Residential District (PRD)

(Exclusive of Subdivision fees)

a) Preliminary PRD – Combined Total		$ 4,415.00
Planning	$ 3,765.00	
Building/Fire	$ 325.00	
Engineering	$ 325.00	
b) Final PRD		$ 1,280.00
c) Major PRD Amendment – Combined Total		$ 2,130.00
Planning	$ 1,300.00	
Engineering	$ 700.00	
Building/Fire	$ 130.00	
d) Minor PRD Amendment – Combined Total		$ 1,078.00
Planning	$ 630.00	
Building/Fire	$ 98.00	
Engineering	$ 350.00	

7) Planned Unit Development (PUD)

(Exclusive of subdivision fees)

a) Preliminary PUD – Combined Total		$ 4,415.00
Planning	$ 3,765.00	
Building/Fire	$ 325.00	
Engineering	$ 325.00	
b) Final PUD		$ 1,280.00
c) Major PUD Amendment – Combined Total		$ 2,130.00
Planning	$ 1,300.00	
Building/Fire	$ 130.00	
Engineering	$ 700.00	
e) Minor PUD Amendment – Combined Total		$ 1,078.00
Planning	$ 630.00	
Building/Fire	$ 98.00	
Engineering	$ 350.00	

8) Performance Based Height Exception $ 1,658.00

Planning	$ 1,560.00
Building/Fire	$ 98.00

9) Transfer of Density Credit Request $ 630.00

10) Subdivisions

a) Preliminary Plat – Combined Total		$ 6,425.00 + $ 55.00/lot
Planning	$ 4,025.00 + $ 55.00/lot	
Engineering	$ 2,075.00	
Building/Fire	$ 325.00	
b) Minor Preliminary Plat Revisions – Combined Total		$ 1,807.00
Planning	$ 1,259.00	

Building/Fire	$ 98.00	
Engineering	$ 450.00	
c) Final Plat – Combined Total		$3,789.00 + $ 55.00/lot
Planning	$ 2,164.00 + $ 55.00/per lot	
Engineering	$ 1,625.00	
d) Plat Alterations/Vacations – Combined Total		$ 2,358.00
Planning	$ 1,560.00	
Building/Fire	$ 98.00	
Engineering	$ 700.00	

11) Short Subdivisions and Boundary Line Adjustments

a) Preliminary Short Plat Approval – Combined Total		$ 2,287.00
Planning	$ 1,477.00	
Engineering	$ 550.00	
Building/Fire	$ 260.00	
b) Final Short Plat Approval – Combined Total		$ 830.00
Planning	$ 630.00	
Engineering	$ 200.00	
c) Boundary Line Adjustment – Combined Total		$ 853.00
Planning	$ 630.00	
Engineering	$ 125.00	
Building/Fire	$ 98.00	

12) Binding Site Plans

a) Binding Site Plans – Combined Total		$ 3,779.00
Planning	$ 2,106.00	
Engineering	$ 1,575.00	
Building/Fire	$ 98.00	
b) Amendment/Modification/Vacation – Combined Total		$ 866.00
Planning	$ 801.00	
Building/Fire	$ 65.00	

13) Shoreline Management Permits

a) Substantial Development (based upon actual costs or fair market value, whichever is higher)	
< $10,000	$ 1,560.00
> $10,000 < $100,000	$ 2,793.00
> $100,000 < $500,000	$ 4,020.00
> $500,000 < $1,000,000	$ 6,511.00
> $1,000,000	$ 9,626.00
b) Variance	$ 4,020.00
c) Conditional Use	$ 4,020.00
d) Revision	$ 1,519.00
e) Request for Exemption	$ 661.00

14) Communications Facilities Application Review

a) General Application Review – Combined Total		$ 955.00
Planning	$ 890.00	
Building/Fire	$ 65.00	
b) Special Exception		$ 630.00
c) Conditional Use		$ 4,020.00

15) Wetlands/Critical Areas Analysis

a) City staff review:	
Steep Slopes/Erosion Hazard/Landslide Hazard	$ 630.00
Critical Habitat/Streams	$ 630.00
Aquifer Recharge Hydrogeologic Report	$ 630.00
Critical Areas Preliminary Site Investigation	$ 630.00
Critical Areas Report/Mitigation Review	$ 630.00
Reasonable Use Permit	$ 1,904.00
Variance	$ 1,904.00
Flood Plain Development	
i) Flood Hazard Permit	$ 115.00
ii) Elevation Certificate Review	$ 515.00
b) Third Party review:	
Critical areas analysis report	Actual Cost
Critical areas mitigation/monitoring report	Actual Cost
Special flood hazard area habitat assessment	Actual Cost

16) Design Review

a) Administrative Approval/DRB Recommendation/Exceptions:	
Nonresidential and Multifamily	
Up to 10,000 sq. ft. gross floor area (GFA)	$ 104.00/each 1,000 sq. ft.
10,001-20,000 sq. ft. GFA	$ 136.00/each 1,000 sq. ft.
>20,000 sq. ft. GFA	$ 162.00/each 1,000 sq. ft.
Subdivision	$ 744.00
Site plans with no buildings/GFA	$ 744.00
Single-family/duplex dwelling	$ 172.00
b) Administrative Review of Alternative Designs:	
Single-family/duplex dwelling	$ 515.00 for first 2 alternatives requested + $ 162.00 for each additional.
Tenant Improvement	$ 822.00 for first 2 alternatives requested + $ 401.00 for each additional.

c) Amendments to existing or approved plans/buildings (Fees below are cumulative based on the type of revisions)

Minor Adjustment to Hearing Examiner Decisions	$ 822.00

Revisions to parking, landscaping, site amenities	$ 401.00*
Revisions to existing or approved building	25% of fees required by 16a above based on the GFA of the building being revised with a minimum of $401.00 for each building revised.
Revisions to single-family/duplex dwelling	$ 84.00
Revisions to subdivision	$ 401.00

* Fee for revisions to parking, landscaping, site amenities not collected if design review permit is processed concurrently with minor site plan review.

17) Sign Permits

a) All signs less than 25 sq. ft.	$ 52.00
b) Change of Sign, all sizes	$ 52.00
c) Request for Variance	$ 1,560.00
d) Projecting	$ 84.00
e) Wall Sign, non-illuminated:	
25-50 sq. ft.	$ 84.00
51-99 sq. ft.	$ 115.00
>100 sq. ft.	$ 136.00
f) Wall Sign, illuminated:	
25-50 sq. ft.	$ 104.00
51-99 sq. ft.	$ 125.00
>100 sq. ft.	$ 151.00
g) Ground Sign, non-illuminated:	
25-50 sq. ft.	$ 125.00
51-100 sq. ft.	$ 151.00
h) Ground Sign, illuminated:	
25-50 q. ft.	$ 151.00
51-100 sq. ft.	$ 177.00
i) Master Sign Plan Review and any revisions (per Building)	
1 - 5 Tenants	$ 125.00
6 - 12 Tenants	$ 188.00
13+ Tenants	$ 250.00

18) Development Agreements

a) Development Agreements – Combined Total	$ 3,986.00 + City Attorney fees
Planning	$ 2,996.00 + City Attorney fees
Engineering	$ 990.00

b) Development Agreements which include deviations from development standards other than extending the approval duration or phasing of projects

Combined Total	$ 8,994.00+ City Attorney fees
Planning	$ 6,864.00+ City Attorney fees
Engineering	$ 2,000.00
Building/Fire	$ 130.00

19) Special Use Permit

a) General		$ 128.00
Planning	$ 63.00	
Building/Fire	$ 65.00	
b) Food Truck		$ 136.00
Food Truck – Annual Renewal		75% of Initial Cost

20) Temporary Use Permit $ 128.00

Planning	$ 63.00
Building/Fire	$ 65.00

21) Land Clearing Permit $ 312.00

22) Nonconforming Use and Structure Review

a) Nonconforming use review	$ 801.00
b) Changes from one nonconforming use to another	$1,560.00
c) Nonconforming structure review	$ 801.00

23) Historic Preservation

a) Local Register Nomination/Removal	$ 125.00
b) Certificate of Appropriateness/Waiver	$ 125.00
c) Special Property Tax Valuation	$ 125.00

24) Appeals/Reconsideration

a) To the Hearing Examiner:

Reconsideration	$ 188.00
Administrative Variance	$ 312.00
Administrative Decision	$ 312.00
Notice of Violation	$ 312.00

Note: Appellants who substantially prevail on appeal or reconsideration as determined by the planning director will be refunded the above appeal fee and will not be billed hearing examiner fees. Appellants who do not substantially prevail on appeal or reconsideration, or whose appeal is dismissed for lack of standing will be billed for the hearing examiner costs. No hearing examiner deposit is required for appeals or reconsideration.

b) To the Building Code Advisory Board: $ 572.00

25) Danger/Hazard Tree Removal Review $ 250.00

26) Short-term Rental Permit $ 650.00

C. ENVIRONMENTAL REVIEW (SEPA)

1) Checklist $ 510.00

2) Environmental Impact Statement

a) Prepared by Staff Actual Cost

b) Prepared by Consultant Actual Cost

3) Appeals of Decisions

a) Administrator's Final Determination (DNS or EIS) $ 312.00

Note: Appellants who substantially prevail on appeal or reconsideration as determined by the planning director will be refunded the above appeal fee and will not be billed hearing examiner fees. Appellants who do not substantially prevail on appeal or reconsideration, or whose appeal is dismissed for lack of standing will be billed for the hearing examiner costs. No hearing examiner deposit is required for appeals or reconsideration.

D. ANNEXATION PETITION

1) Notice of Intent to Commence Annexation $ 520.00

2) Annexation Petition (once accepted by Council)

a) Less than 10 acres $ 1,503.00

b) 10 - 50 acres $ 2,512.00

c) 50 - 100 acres $ 3,656.00

d) 100 + acres $ 5,944.00

*Above fees include $195.00 for Building/Fire and $500 for Public Works review

3) Enumeration Actual cost with deposit

E. REQUESTS FOR INFORMATION

1) Land-use information, verbal (up to 15-minutes). Information exchange not requiring code interpretation, research or written/official response. (e.g. What is my zone? What are the requirements for tree retention?).
No Charge

2) Land-use information, verbal (more than 15-minutes). $ 130.00/hour

3) Land-use information, written response requested related to active permit.
No Charge

4) Land-use information, written response requested not related to active permit (e.g. zoning verification letter) $ 130.00/hour

F. PREAPPLICATION REVIEW

Staff Pre-Application Conference $ 635.00

(includes a written summary of the meeting)	
Planning	$ 375.00
Building/Fire	$ 130.00
Public Works	$ 130.00
DRB Pre-Application Meeting	
First meeting is free	
Subsequent pre-application meetings	$ 645.00 each

G. <u>INVOICED FEES AND DEPOSITS</u>:

1) Additional Submittal Review Fees: The costs above in section "A" include the review of the initial application and two revisions (three submittals total) plus the preparation of staff reports and administrative decisions. If a project requires staff review of more than three submittals, the applicant will be charged a rate of $104.00 per hour (minimum of eight hours) for the time the project planner spends reviewing each submittal thereafter. The applicant shall pay ~~$800.00~~ $832.00 prior to staff commencing review of each additional submittal.

2) Recording Fees: For those applications which require recording of the final document, the applicant shall bear the costs of all recording.

3) Hearing Examiner Fees: For those applications which require a public hearing, an appeal hearing, or a reconsideration decision, the applicant/appellant shall bear all the costs of the hearing examiner. The applicant shall deposit $1,000.00 at time of application to cover hearing examiner costs. Actual costs in excess of the deposit will be billed to the applicant. Actual costs below the deposit will be refunded. In the case of appeals or reconsiderations, appellants who do not substantially prevail on appeal or reconsideration, or whose appeal is dismissed for lack of standing will be billed for the hearing examiner costs. No deposit is required for appeals or reconsideration.

4) Development Agreement Attorney Deposit: For those applications for a development agreement, the applicant shall bear all the costs of the city attorney for review of the development agreement. The applicant shall deposit $2,000.00 at time of application to cover attorney costs. Actual costs in excess of the deposit will be billed to the applicant. Actual costs below the deposit will be refunded.

5) Critical Area Review Deposit: For those applications which require third-party consultant review of critical area reports, delineations and mitigation, the applicant shall bear all the costs of the third-party consultant review. The applicant will be required to submit a deposit for the anticipated review prior to the consultant starting review of the project.

6) Annexation Enumeration Deposit: An applicant shall pay for the actual cost of annexation enumeration if approved. Prior to adoption of an ordinance annexing property, the applicant shall deposit an amount determined by the Planning Director, based on the size and expected population, to be used for enumeration by the city.

Actual costs in excess of the deposit will be billed to the applicant. Actual costs below the deposit will be refunded. If the annexation petition is denied, the deposit will be refunded.

7) **Franchise Agreement / Master Use Permit Review Fees and Attorney Deposit:** For those applications for a franchise agreement / master use permit, the applicant shall pay the City's review fee of $2,080 and bear all the costs of the city attorney for review of the agreement. At the time of application, the applicant shall pay the fee and deposit $5,000 to cover attorney costs. Actual costs in excess of the deposit will be billed to the applicant. Actual costs below the deposit will be refunded.

8) **Cellular Facility Lease Agreement Siting Fee and Attorney Deposit:** For those looking to site a cellular facility, the applicant shall pay the City's review fee of $1,040 and bear all the costs of the city attorney to prepare a lease agreement. At the time of cellular facility application, the applicant shall pay the fee and deposit $5,000 to cover attorney costs. Actual costs in excess of the deposit will be billed to the applicant. Actual costs below the deposit will be refunded.

9) **Technical Feasibility Review of Wireless Communication Facilities:** For those applications looking to place wireless communications in the City, the applicant shall bear all costs for a third-party review to verify technical feasibility of the proposed wireless communication facilities. At the time of application, the applicant shall pay a deposit of $3,000 to cover the third-party review. Actual costs in excess of the deposit will be billed to the applicant. Actual costs below the deposit will be refunded.

10) **Wireless Technical Review Deposit:** For those applications which require third-party consultant review of technical reports, data, or emissions for proposed wireless services, the applicant shall bear all the costs of the third-party consultant review. The applicant will be required to submit a deposit for the anticipated cost of review prior to the consultant starting review of the project.

11) **On-call Arborist Review Deposit**: For those applications which require third-party consultant review of arborist reports – including, but not limited to, tree removal, hazardous tree determination, and landscape/replanting and mitigation plans – the applicant shall bear all the costs of the third-party consultant review. The applicant will be required to submit a deposit for the anticipated review prior to the consultant starting review of the project.

H. COPY SERVICES/ADDRESS LABELS

1)	Zoning Map/Comprehensive Plan Land Use Map (24" x 36")	$ 6.80
2)	Zoning Code	$ 35.00
3)	Comprehensive Plan	$ 15.00
4)	Shoreline Master Program	$ 39.00
5)	Critical Areas Map (24"x 36")	$ 6.80
6)	Visually Sensitive Area (24"x 36")	$ 6.80

7) Design Manual (GHMC 17.99) $ 10.00
8) Full Size Bond Reproduction (By Outside Service) Charge by outside service+$ 5.00
9) Full Size Bond Reproduction (In House) $ 6.80 per page
10) 8-1/2 x 11", 8-1/2" x 14" & 11" x 17" B&W Copies $ 0.15 per page
No charge for first 50 pages
11) 8-1/2" x 11", 8-1/2" x 14 & 11" x 17" Color Copies $ 0.20 per page
No charge for first 50 pages
13) Scanned documents for electronic records request $ 0.05 per page
8-1/2 x 11", 8-1/2" x 14" & 11" x 17" B&W
No charge for first 50 pages
14) Scanned documents $ 0.10 per page
8-1/2 x 11", 8-1/2" x 14" & 11" x 17" Color
No charge for first 50 pages
15) Scanned documents $ 0.50 per page
All sizes greater than 11" x 17"
16) Copy of existing CD or burning documents to CD $ 1.00 per CD
17) Address labels of property owners within 300 feet of project – included in permit fees

I. FEE REIMBURSEMENTS

Application fees may be reimbursed at the following rate (percent of total fee):

Request to withdraw application prior to any public notice issued 100%
Request to withdraw application after any public notice issued. 85%
Request to withdraw application after 1st comprehensive review of project 50%
Request to withdraw application after 2nd comprehensive review of project, issuance of staff report, or SEPA threshold determination 35%
Request to withdraw application after 3rd comprehensive review of project, or following a public hearing, or issuance of administrative decision 0%

Traffic report preparation fees, if addressed in a Hearing Examiner appeal, may be reimbursed to the extent directed by the Examiner in the Examiner's final decision.

J. UTILITY EXTENSION REQUEST $ 583.00

K. ENGINEERING FEES

1) Traffic Report Preparation

Traffic Report Preparation Fees shall be charged as follows based on the number of PM Peak Hour Trips:

Tier	PM Peak Hour Trips	Traffic Report Preparation Fee

I	>2 up to 50	$ 2,000	
II	51 - 150	$ 3,300	
III	151 - 300	$ 6,600	
IV	301 - 750	$ 10,000	
V	>750	$ 10,000	plus $28 per trip over 750

2) Engineering Permit Fees: (<u>For Civil Permits, see items 3 and 5)</u>

Public Works Variance		$ 2,098.00
Engineering	$ 2,000.00	
Building/Fire Review	$ 98.00	
Actual or Projected Sewer Use Review		$ 2,000.00
Sewer Exception Review		$ 2,000.00
Building Review-Single Family Residence (SFR)		$ 98.00
Building Review-Tenant Improvement w/Change in use		$ 180.00
Encroachment (Administrative and Inspection)		$ 250.00
Encroachment (Temporary)		$ 50.00
Right of way / Vacation		$ 2,098.00
Engineering		$ 2,000.00
Building/Fire		$ 98.00
Water CRC (Non-SFR)		$ 90.00
Sewer CRC (Non-SFR)		$ 90.00
Small Wireless Facility Permit		$ 135.00 per antenna
Transportation CRC (Non-SFR)		$ 90.00
Utility Comprehensive Plan Amendment		$ 2,000.00 (plus consultant fees)
Utility Comprehensive Plan Technical Amendment		$ 1,000.00 (plus consultant fees)
Utility System Consistency Review		$ 2,000.00 (plus consultant fees)
Planning - $900.00		
Engineering - $1,100.00		
Banner installation/removal fee		$ 100.00
(in addition to Encroachment (Temporary) fee)		
Fire Hydrant Indemnification Processing Fee		$ 1,428.00
Engineering		$ 1,330.00
Building/Fire Review		$ 98.00

3) Civil Permit Review Fees:

Water: linear feet	$ 165.00 for 1st 150 linear feet (lf) + $0.30/lf
Sewer: linear feet	$ 165.00 for 1st 150 linear feet (lf) + $0.30/lf
Street or street w/curb, gutter and sidewalk	$ 165.00 for 1st 150 linear feet (lf) + $0.40/lf
Curb, gutter and sidewalk only	$ 165.00 for 1st 150 linear feet (lf) + $0.40/lf
Storm: Number of catch basins	$ 120.00 for 1st + $16.28 for each additional
Storm: Retention and detention facilities	$ 165.00 for each facility
Lighting (per luminare)	$ 135.00 plus $10.85 per luminare

Signals	$ 555.00 per intersection
Encroachment Permit	$ 75.00
Civil Permit Review – Building/Fire	$ 325.00

Grading Plan Review Fees	
0 to 50 Cu. Yds	$ 130.00
51 to 100 Cu. Yds.	$ 240.00
101 to 1000 Cu Yds.	$ 510.00
1,001 to 10,000 Cu. Yds.	$ 760.00
10,001 to 100,000 Cu. Yds.	$1,000.00
100,001 Cu. Yds. or more	$1,240.00

4) Additional Resubmittal Review Fees: The fees above for Engineering Plan Review include the initial review of the plans and two revisions (three submittals total). If a project requires staff review of more than three submittals, the applicant will be charged a rate of $100.00 per hour (minimum of four hours) for the time the staff reviewer spends reviewing each submittal thereafter, and the minimum fee is due prior to start of review of the fourth submittal. Fees above the minimum resubmittal fee shall be billed to the applicant.

5) Civil Permit Inspection Fees:

Water: linear feet	$ 300.00 for 1st 150 linear feet (lf) + $1.63/lf
Sewer: linear feet	$ 300.00 for 1st 150 linear feet (lf) + $1.63/lf
Sewer: residential step system	$ 210.00 for each residence
Street	$ 300.00 for 1st 150 linear feet (lf) + $1.20/lf
Curb, gutter and sidewalk only	$ 300.00 for 1st 150 linear feet (lf) + $1.20/lf
Storm	$ 145.00 per retention area + $0.60/lf pipe
Lighting (per luminare)	$ 145.00 + $16.48 per luminare
Signals	$1,140.00 per intersection
Grease interceptor permit	$ 500.00

Grading Inspection Fees	
0 to 50 Cu. Yds. or less	$201.00
51 to 100 Cu. Yds. or less	$371.00
101 to 1000 Cu. Yds.	$1.155.00
1,001 to 10,000 Cu. Yds.	$1,938.00
10,001 to 100,000 Cu. Yds.	$3,237.00
100,001 Cu. Yds or more	$9,162.00

6) Water service special charges: The City shall impose special service charges for meter installations and street crossings as described in GHMC Section 13.04.070 Special Charges.

L. BUILDING PERMIT FEES

Table 1-1
Building Permit Fees

Total Valuation	Fee
$1.00 to $500.00	$34.00
$501.00 to $2,000.00	$34.00 for the first $500.00 plus $5.00 for each additional $100.00 or fraction thereof to and including $2,000.00
$2,001 to $25,000	$96.00 for the first $2,000.00 plus $21.00 for each additional $1,000.00 or fraction thereof, to and including $25,000.00
$25,001.00 to $50,000.00	$535.00 for the first $25,000.00 plus $15.00 for each additional $1,000.00 or fraction thereof, to and including $50,000.00
$50,001.00 to $100,000.00	$880.00 for the first $50,000.00 plus $11.00 for each additional $1,000.00 or fraction thereof, to and including $100.000.00
$100,001.00 to $500,000.00	$1,358.00 for the first $100,000.00 plus $9.00 for each additional $1,000.00 or fraction thereof, to and including $500,000.00
$500,001.00 to $1,000,000.00	$4,420.00 for the first $500,000.00 plus $8.00 for each additional $1,000.00 or fraction thereof, to and including $1,000,000.00
$1,000,001.00 and up	$7,666.00 for the first $1,000,000.00 plus $5.00 for each additional $1,000.00 or fraction thereof
Demolition Permit	$119.00
Residential Reroof, SFR or Duplex	$150.00
Building Permit Plan Review Fees	
Building permit plan review fees	The fee for review of building plans will equal 65% of the permit fee in addition to the permit fee.
Base Plan Fees	
Base Plan Application Filing Fee.	$55.00
New Base Plan Review Fee.	150% of plan review fee calculated under T. 1-1 for new construction.
Establish base plan from plan previously approved by the City.	100% of plan review fee calculated under T 1-1 for new construction.
Subsequent plan review fee for use of established base plan.	25% of the plan review fee calculated under T 1-1 for new construction.

Table 1-2
Square Foot Construction Costs[a,b,c]

Group (2018 IBC/IRC)		Type of Construction								
		IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1	Assembly, theaters, with stage	244.21	236.18	230.55	221.01	207.82	201.82	214.02	189.83	182.71
	Theaters, without stage	223.45	215.42	209.89	200.25	187.31	181.32	193.26	169.33	162.21
A-2	Assembly, nightclubs	190.08	184.73	180.34	172.99	163.33	158.82	166.99	147.83	142.92
	Restaurants, bars, banq. halls	189.08	183.73	178.34	171.99	161.33	157.82	165.99	145.83	141.92
A-3	Assembly, churches	224.47	216.44	210.82	201.27	189.73	183.73	194.28	171.74	164.62
A-3	General, comm. halls, libraries museums	188.77	180.74	174.11	165.57	151.59	146.63	158.58	133.64	127.52
A-4	Assembly, arenas	222.45	214.42	207.80	199.25	185.31	180.32	192.26	167.33	161.21
B	Business	195.88	188.76	182.90	173.98	159.08	153.13	167.31	139.76	133.67
E	Educational	207.44	200.32	195.11	186.22	173.62	164.85	179.83	151.63	147.30
F-1	Factory/Industrial, mod. Hazard	115.30	109.99	103.87	99.84	89.72	85.56	95.69	73.79	69.57

Group (2018 IBC/IRC)		Type of Construction								
		IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
F-2	Factory/Industrial, low hazard	114.30	108.99	103.87	98.84	89.72	84.56	94.69	73.79	68.57
H-1	High hazard, explosives	107.85	102.54	97.43	92.40	83.50	78.33	88.25	67.57	N.P.
H-2-4	High hazard	107.85	102.54	97.43	92.40	83.50	78.33	88.25	67.57	62.34
H-5	HPM	195.88	188.76	182.90	173.98	159.08	153.13	167.31	139.76	133.67
I-1	Institutional, supervised	194.98	188.36	182.90	175.20	161.40	157.01	175.29	144.58	140.08
I-2	Institutional, hospital	327.69	320.57	314.72	305.80	289.87	N.P.	299.12	270.56	N.P.
I-2	Institutional, nursing homes	227.45	220.33	214.47	205.56	191.65	N.P.	198.88	172.34	N.P.
I-3	Institutional, restrained	222.66	215.54	209.69	200.77	187.11	180.16	194.09	167.80	159.71
I-4	Institutional, day care	194.98	188.36	182.90	175.20	161.40	157.01	175.29	144.58	140.08
M	Mercantile	141.54	136.19	130.80	124.45	114.24	110.73	118.45	98.74	94.83
R-1	Residential, hotels	196.81	190.20	184.74	177.03	162.97	158.58	177.13	146.15	141.65

Group (2018 IBC/IRC)		Type of Construction								
		IA	**IB**	**IIA**	**IIB**	**IIIA**	**IIIB**	**IV**	**VA**	**VB**
R-2	Residential, multi-family	165.05	158.44	152.98	145.27	132.00	127.61	145.37	115.18	110.65
R-3	Residential, 1/2 family	154.04	149.85	145.98	142.32	137.11	133.50	139.93	128.29	120.75
R-4	Residential, care/asst. living	194.98	188.36	182.90	175.20	161.40	157.01	175.29	144.58	140.08
S-1	Storage, moderate hazard	106.85	101.54	95.43	91.40	81.50	77.33	87.25	65.57	61.34
S-2	Storage, low hazard	105.85	100.54	95.43	90.40	81.50	76.33	86.25	65.57	60.34
U	Utility, miscellaneous	83.66	79.00	74.06	70.37	63.47	59.32	67.24	50.19	47.80

a. Private garages use Utility, miscellaneous
b. Unfinished basements (all use group) = $22.45 per sq. ft.
c. N.P. = not permitted

Table 1-3
Plumbing Permit Fees

Permit Issuance

1.	For issuing each permit	$28.00

Unit Fee Schedule (in addition to item~~s~~ 1 above)

1.	For each plumbing fixture on one trap or a set of fixtures on one trap (including water, drainage piping and backflow protection therefore)	$10.00
2.	For each building sewer and each trailer park sewer	$21.00
3.	Rainwater Systems - per drain (inside building)	$10.00
4.	For each private sewage disposal system	$55.00
5.	For each water heater and/or vent	$10.00
6.	For each gas-piping system of one to five outlets	$ 8.00
7.	For each additional gas-piping system outlet (per outlet)	$ 3.00
8.	For each industrial waste pretreatment interceptor including its trap and vent, except kitchen-type grease interceptors functioning as fixture traps	$21.00
9.	For each installation, alteration, or repair of water piping and/or water treating equipment, each	$10.00
10.	For each repair or alteration of drainage or vent piping, each fixture	$10.00
11.	For each private landscape irrigation system on any one meter including backflow protection devices therefore.	$10.00
12.	For each atmospheric-type vacuum breakers not included in item 11:	$ 2.00
13.	For each backflow protective device other than atmospheric-type vacuum breakers:	$20.00
14.	For each gray water system	$55.00
15.	For initial installation and testing for a reclaimed water system (excluding initial test)	$42.00
16.	For each medical gas piping system serving one to five inlet(s)/outlet(s) for a specific gas	$69.00
17.	For each additional medical gas inlet(s)/outlet(s)	$ 8.00

Plan Review Fee

A plan review fee equal to 65% of the permit fee shall be charged in addition to the permit fee for all plumbing permits. **Exception:** No plan review fee will be charged for plumbing permits related to residential construction regulated under the International Residential Code.

Table 1-4
Mechanical and Fuel Gas Permit Fees

Permit Issuance

1.	For issuing each permit	$ 34.00

Unit Fee Schedule (in addition to issuance fee above)

2.	HVAC units including furnace, RTU, heat pump & split	$ 22.00
3.	Each appliance vent or diffuser or return without appliance	$ 11.00
4.	Repair of each appliance & refrigeration unit	$ 19.00
5.	Each boiler / compressor	$ 22.00
6.	Each air handler	$ 16.00
7.	Each VAV box	$ 16.00
8.	Each evaporative cooler other than portable type	$ 16.00
9.	Each ventilation fan connected to a single duct	$ 11.00
10.	Each ventilation system not part of a system under permit	$ 16.00
11.	Each commercial hood served by mech. exhaust system including the ductwork	$ 16.00
12.	Each piece of equipment regulated by the mechanical code but not listed in this table (fireplace inserts)	$ 16.00
13.	Each fuel gas piping system of one to five outlets	$ 8.00
14.	Each additional fuel gas outlet	$ 3.00
15.	Propane tank installation	$ 66.00

Plan Review Fee

A plan review fee equal to 65% of the permit fee shall be charged in addition to the permit fee for all mechanical permits. **Exception:** No plan review fee will be charged for mechanical permits related to residential construction regulated under the International Residential Code.

Table 1-5
Fire System Permit Fees

Type of Fire Protection System	**Fees** (includes plan review, testing, and inspection)
Fire Alarm Systems	
New Com./Multi. Fam.	$472.00 plus $2.00 per device
Tenant Improvement	$354.00 plus $2.00 per device
Residential (1-2 fam. dwellings)	$190.00 plus $2.00 per device
Sprinkler supervision/notification only	$201.00 plus $2.00 per device
Relocation or addition of up to 5 devices	$75.00 plus $2.00 per device
System upgrade/panel replacement	One half the above listed fees for new work.
AES Radio retrofit	$100.00
Fire Sprinkler Systems	
NFPA 13, 13 R Systems	
1. Each new riser up to 99 heads	$207.00+4.00/head
2. Each wet riser over 99 heads	$578.00
3. Each dry riser over 99 heads	$718.00
4. Each new deluge or pre-action system	$718.00
5. Each new combination sprinkler/standpipe system including a single riser	$931.00
6. Sprinkler underground	$225.00
7. Revision to existing system	$75.00+3.00/head
8. For each electronic permit for installation/ relocation of not more than 10 heads and not involving installation/modification of branch or main piping.	$75.00
9. High piled stock or rack system Add to riser fee	$371.00
NFPA 13D systems	
1. Per dwelling unit fee	$298.00
Standpipe Systems	
1. Each new Class 1 system	
Dry system	$286.00
Wet system	$409.00
2. Each new Class 2 system	$495.00
3. Each new Class 3 system	$495.00
Fire Pumps	$898.00
Type I Hood Suppression Systems	
1. Pre-engineered	$234.00
2. Custom engineered	$409.00

Fixed Pipe Fire Suppression

1. Pre-engineered	$248.00
2. Custom engineered	$569.00

Table 1-6
Additional Services

1.	Inspections outside of normal business hours	$ 75.00/hr[1]
2.	Reinspection fee Reinspection fees double accumulatively when work requiring reinspection is not corrected prior to request for reinspection. (2^{nd} reinspection = $150.00; 3^{rd} reinspection = 300.00 etc.)	$ 75.00/hr
3.	Expired permit renewal within 1 year of expiration	One-half (50%) of the original permit fee.
4.	Inspections for which no fee is specifically indicated	$ 75.00/hr
5.	Fire Code Operational Permit Inspection	$ 75.00/hr
6.	Additional plan review required by changes, additions or revisions to approved plans (per hour - minimum charge one-half hour)	$ 75.00/hr
7.	Temporary Certificate of Occupancy	$ 236.00
8.	Certificate of Occupancy for change in use	$ 75.00/hr
9.	Adult Family Home licensing inspection	$ 75.00/hr
10.	Investigation fee for work without a permit in addition to the permit fee.	100% of the permit fee
11.	Expedited plan review by third party contract	Actual Cost but not less than 65% of the permit fee.
12.	Incident management and investigation	$ 75.00/hr[1]
13.	Fire flow test	$130.00
14.	Appeal of director's decision to BCAB	$130.00
15.	Street name or street name change	$ 50.00

[1] A two hour minimum fee will be charged for all additional services involving employee overtime.

Table 1-7
Fire Code Operational and Construction Permit Fees

Operation	Fee
Aerosol Products	$ 66.00
Amusement Buildings	$ 66.00
Aviation Facilities	$130.00
Carnivals and fairs	$ 66.00
Battery systems	$130.00
Cellulose nitrate film	$ 66.00
Combustible dust producing operations	$ 66.00
Combustible fibers	$ 66.00
Compressed gases	$ 66.00
Exception: Vehicles using CG as a fuel for propulsion	
See IFC T. 105.6.9 for permit amounts	
Covered mall buildings - Required for:	$ 66.00
placement of retail fixtures and displays, concession equipment, displays of highly combustible goods and similar items in the mall; display of liquid or gas fired equipment in the mall; use of open flame or flame producing equipment in the mall.	
Cryogenic fluids	$ 66.00
Exception: Vehicles using cryogenic fluids as a fuel for propulsion or for refrigerating the lading.	
See IFC Table. 105.6.10 for permit amounts	
Dry cleaning plants	$ 66.00
Exhibits and trade shows	$ 66.00
Explosives	$198.00
Fire hydrants and valves	$ 66.00
Exception: Authorized employees of the water company or fire department.	
Flammable and combustible liquids	$132.00
In accordance with IFC 105.6.16	
Floor finishing	$ 66.00
In excess of 350 sq. ft. using Class I or Class II liquids	
Fruit and crop ripening	$ 66.00
Using ethylene gas	
Fumigation and thermal insecticidal fogging	$ 66.00
Hazardous materials	$ 66.00
See IFC T. 105.6.20 for permit amounts	
HPM facilities	$132.00
High piled storage	$132.00
In excess of 500 sq. ft.	

Table 1-7
Fire Code Operational and Construction Permit Fees - cont.

Hot work operations	$ 66.00
In accordance with IFC 105.6.23	
Industrial ovens	$ 66.00
Lumber yards and woodworking plants	$ 66.00
Liquid or gas fueled vehicles or equipment	$ 66.00
In assembly buildings	
LP Gas	$132.00
Exception: 500 gal or less water capacity container serving group R-3 dwelling	
Magnesium working	$ 66.00
Miscellaneous combustible storage	$ 66.00
In accordance with IFC 105.6.29	
Open burning	$ 66.00
Exception: Recreational fires	
Open flames and torches	$ 66.00
Open flames and candles	$ 66.00
Organic coatings	$ 66.00
Places of assembly	$ 66.00
Private fire hydrants	$ 66.00
Pyrotechnic special effects material	$ 66.00
Pyroxylin plastics	$ 66.00
Refrigeration equipment	$ 66.00
Regulated under IFC Ch. 6	
Repair garages and motor fuel dispensing facilities	$ 66.00
Rooftop heliports	$ 66.00
Spraying or dipping	$ 66.00
Using materials regulated under IFC Chapter 24	
Storage of scrap tires and tire byproducts	$ 66.00
Temporary membrane structures, tents and canopies	$ 66.00
Except as provided in IFC 105.6.43	
Tire re-building plants	$ 66.00
Waste handling	$ 66.00
Wood products	$ 66.00

Required Construction Permits

Automatic fire extinguishing systems	Ref. Table 1-5
Battery systems	$132.00
Compressed gases except as provided under IFC 105.7.~~2~~3	Ref. Table 1-3
Cryogenic fluids	$132.00
Emergency responder radio coverage system	Ref. Table 1-1
Fire alarm and detection systems and related equipment	Ref. Table 1-5
Fire pumps and related equipment	Ref. Table 1-5
Flammable and combustible liquids - in accordance with IFC 105.7.~~5~~8	$132.00

Hazardous materials	$132.00
Industrial ovens regulated under IFC Chapter 30	$132.00
LP Gas - installation or modification of LP gas system	Ref. Table 1-4
Private fire hydrants - installation or modification of private fire hydrants	Ref. Table 1-5
Solar photovoltaic power systems	Ref. Table 1-1
Spraying or dipping - installation or modification of a spray room, dip tank, or booth	$132.00
Standpipe system	Ref. Table 1-4
Temporary membrane structures tents and canopies Except as provided under IFC 105.7.16	Included in Op. Permit Fee

Any required Fire Code Construction Permit for which a fee is not specifically delineated shall utilize Table 1-1 to calculate the required fee.

City of Gig Harbor
City Council Meeting Agenda Bill

Meeting Date: February 27, 2023

SUBJECT: Pierce County Conservation Futures Agreement to Reimburse and Stewardship Agreement/Restrictive Covenants for the Lyons Property.

SUBMITTED BY: Jeff Langhelm, PE, Public Works Director
DEPARTMENT: Public Works **PHONE:** 253-853-7630

SUGGESTED MOTION: Approve and authorize the Mayor to sign the following Pierce County Conservation Futures documents related to the City's recently acquired Lyons property:

1. Agreement to Reimburse; and
2. Stewardship Agreement and Declaration of Restrictive Covenants.

BACKGROUND INFORMATION: In early 2021 the City of Gig Harbor and the Puyallup Tribe of Indians identified an 11.5-acre parcel located along Harborview Drive directly north of the Gig Harbor Wastewater Treatment Plant as a parcel of uniquely undeveloped and healthy streamside forest through which North Creek (aka Donkey Creek) passes. The Lyons family were the owners of the parcel and willingly discussed with the City and the Puyallup Tribe their interest in selling the parcel, including possibly having the parcel established as conservation land. The City and the Puyallup Tribe negotiated a purchase for the property while also applying to Pierce County for a conservation futures grant to provide a majority of the funding to acquire this parcel.

The City Council approved Resolution 1200 in February 2021 authorizing the submittal of a conservation futures grant application to Pierce County and subsequently closed on the purchase of the property in spring 2022.

The agreement to reimburse would reimburse the City for a portion of the funds expended by the City to purchase the property. The stewardship agreement places restrictive covenants on the property "as are necessary to protect, preserve, maintain, improve, restore, limit the future development and use of and otherwise conserve, in perpetuity, the Protected Property and its Conservation Characteristics."

Because the agreement to reimburse also requires the City accept the recording of the restrictive covenants against the title of the property, both agreements are being presented together on this agenda bill.

FISCAL CONSIDERATION: Funds from the City and the Puyallup Tribe were used to fully fund the purchase of the property. In anticipation of receiving this agreement and the associated funding, the City temporarily used general funds to be able to close on the property in spring 2022. Approving this agreement would reimburse the City for its portion of the funds used for the purchase.

Expenditure Required:	Amount Budgeted:	Appropriation Required:
$ 0	$ 0	$ 0

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: N/A

ATTACHMENTS:

1. Pierce County Conservation Futures Agreement to Reimburse
2. Pierce County Conservation Futures Stewardship Agreement and Restrictive Covenants.

STRATEGIC PLAN PRIORITY: Promote environmental sustainability and preserve Gig Harbor's natural beauty

PIERCE COUNTY CONSERVATION FUTURES AGREEMENT TO REIMBURSE

THIS PIERCE COUNTY CONSERVATION FUTURES AGREEMENT TO FUND ("Agreement") is made and entered into as of the Effective Date (defined in Section 23 below) by and between PIERCE COUNTY, a municipal corporation and political subdivision of the state of Washington ("Pierce County") and CITY OF GIG HARBOR, a municipal corporation and political subdivision of the state of Washington ("City" or "Sponsor"). Pierce County and Sponsor may collectively be referred to hereinafter as "the Parties" or individually as a "Party."

R E C I T A L S

WHEREAS on February 22, 2021, the City adopted Resolution No. 1200 authorizing the City of Gig Harbor to submit the Conservation Futures Grant Application to Pierce County to help provide purchase money grant funding for Tax Parcel 022106-1108 ("Subject Property"); and

WHEREAS the City of Gig Harbor Resolution No. 1200 indicated that the Mayor is authorized to sign a Receiving Agency Affidavit on behalf of the City, acknowledging that the City will accept the property interest acquired for Tax Parcel 022106-1108, add the property into the City's park inventory, and protect the property in perpetuity; and

WHEREAS the City of Gig Harbor adopted the 2016 Parks, Recreation and Open Space Plan, which provides a long-term strategic framework for the City's parks and recreation system and identifies the Subject Property on a map as located within a designated Open Space Corridor;

WHEREAS on May 20, 2021, the City of Gig Harbor entered into a contract with the owners of the Subject Property to purchase it; and

WHEREAS on August 31, 2021, the Pierce County Council adopted Resolution No. R2021-141 ("Resolution") identifying certain parcels of open space, farm and agricultural and timber lands in Pierce County eligible for protection from future development through expenditures from the Pierce County Conservation Futures Fund ("Eligible Properties"); and

WHEREAS the Eligible Properties contain elements, features and characteristics consistent with the purposes and values described in Chapter 84.34 RCW and Chapters 2.96 and 2.97 of the Pierce County Code ("PCC") including, without limitation: (a) open spaces; (b) wetlands; (c) streams; and (d) salmonid habitat (collectively "Conservation Characteristics"); and

WHEREAS the Resolution selected the Subject Property as one of the Eligible Properties that the Executive was authorized to fund, subject to negotiation of conservation covenants; and

WHEREAS in April 2022, the sellers of the Subject Property and the City of Gig Harbor agreed to close their real estate transaction ahead of reaching agreement with Pierce County on the terms for funding and conservation covenants; and

WHEREAS the City of Gig Harbor advanced the cost of the transaction to acquire title to the Subject Property and the City did not use Conservation Futures funding to close the transaction with sellers = The Paul E. Lyons Trust created under the Maurice K. Lyons Revocable Trust dated June 30, 1997, and The Phyllis I Lyons Trust dated March 22, 2004; and

WHEREAS, disbursement of Conservation Futures funding requires that conservation covenants approved by Pierce County are recorded against title, but the City of Gig Harbor's title to the Subject Property is not presently encumbered by conservation covenants; and

WHEREAS the City of Gig Harbor now wishes to enter into an agreement with Pierce County to obtain reimbursement of the costs of acquiring the Subject Property; and

WHEREAS the City is a code city of the State of Washington and is a "Public Receiving Agency" within the meaning of the term as defined in Pierce County Code 2.97.020 empowered to hold on behalf of the public fee simple or other interests in land; and

WHEREAS the City has delivered to Pierce County a Receiving Agency Affidavit declaring its willingness to take and hold title to the Protected Property in perpetuity as open space land for and on behalf of the public; and

WHEREAS Pierce County's Parks and Recreation Department has reviewed that certain Deed recorded May 6, 2022, conveying the Subject Property to the City of Gig Harbor and concluded that the encumbrances identified in the policy of title issued to the City are compatible with Conservation Futures funding; and

WHEREAS Pierce County's Parks and Recreation Department has reviewed the appraisal and review appraisal of the Subject Property and concluded that appraisal questions have been satisfactorily resolved; and

WHEREAS, Pierce County wishes to release Conservation Futures funding to reimburse the City subject to the recording of stewardship and conservation covenants that will encumber title to the Subject Property in perpetuity and other terms and conditions as set forth in this agreement to fund; and

NOW THEREFORE, for and in consideration of the mutual promises contained herein, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, Pierce County and the City agree as follows:

A G R E E M E N T

1. Recitals. The above recitals are true and correct and are incorporated herein by this reference as if fully set forth.

2. Identification of Subject Property. The Subject Property consists of real property, identified by Parcel Account No. 0221061108, and located in the City of Gig Harbor, containing approximately 11.5 acres, legally described in attached **Exhibit A,** and depicted on the Site Map at **Exhibit B**.

3. Definitions.

3.1 "Purchase Price" means the sum FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($500,000.00), the amount paid by the City of Gig Harbor to The Paul E. Lyons Trust created under the Maurice K. Lyons Revocable Trust dated June 30, 1997 and The Phyllis I Lyons Trust dated March 22, 2004, the prior owners, to acquire the Subject Property;

3.2 "MAI Appraisal" means an independent written appraisal of the Subject Property commissioned by the City of Gig Harbor and conducted in accordance with the Uniform Standards for Professional Appraisal Practice ("USPAP") by an appraiser who is licensed and certified by the state of Washington and a member in good standing of the Appraisal Institute;

3.3 "Review Appraisal" means a review for Pierce County as intended user of the MAI Appraisal of the Subject Property conducted in accordance with USPAP by an appraiser who is licensed and certified by the state of Washington and a member in good standing of the Appraisal Institute;

3.4 "Stewardship Agreement" means the Pierce County Conservation Futures Stewardship Agreement and Declaration of Restrictive Covenants attached hereto as **Exhibit C**.

3.5 "Administrative Guidelines" means the February 1, 2021, Pierce County Conservation Futures Administrative Guidelines attached hereto as **Exhibit D**;

3.6 "Reimbursable Acquisition-Related Costs" means the following types of costs:

(a) Closing Agent's escrow fee;
(b) the recording fees for the Deed and the Stewardship Agreement;
(c) documented cost incurred by Sponsor for the Appraisal and Appraisal Review and preliminary title reports and policy of title insurance.

4. Pierce County Funding Commitment. Pierce County's expenditure from the Conservation Futures Fund ("Pierce County Funding Commitment") shall not exceed the sum total of the following:

4.1 EIGHTY-SIX PERCENT (86%) of the fair market value of the Subject Property as determined by the MAI Appraisal and confirmed by any Review Appraisal commissioned and approved by Pierce County in its sole and absolute judgment and discretion, or FOUR HUNDRED AND THIRTY THOUSAND AND NO/100 DOLLARS ($430,000.00), whichever is less ('Pierce County Purchase Money Grant");

4.2 Reimbursable Acquisition-Related Costs not to exceed FORTEEN THOUSAND AND NO/100 DOLLARS ($14,000.00);

4.3 The City shall ensure that any costs submitted as Reimbursable Acquisition-Related Costs do not include any of the following:
(a) costs associated with hazardous waste or environmental assessments or cleanups;
(b) costs associated with structural inspections or repairs;
(c) costs for real estate excise taxes;
(d) costs for surveys, boundary line adjustments, or subdivisions;
(e) costs associated with initial stewardship;
(f) costs associated with signage, equipment, or obtaining federal, state, and county permits necessary to complete the project;
(g) any cost billed to another funding source or agency.
(h) any cost associated with staff time spent on lobbying elected officials or their staff;

4.4 The City represents that the acquisition of the Subject Property has not been undertaken through the exercise of eminent domain.

5. Disbursement of Pierce County Funding Commitment. Pierce County shall disburse the Pierce County Funding Commitment as follows:

5.1 Provided that all conditions precedent set forth in Section 6 below are satisfied or waived by Pierce County, Pierce County shall reimburse the City/Sponsor the Purchase Money Grant amount and Reimbursable Acquisition Related costs outlined in Section 4 above (herein after referred to as "Reimbursement");

5.2 Sponsor shall submit invoices for Reimbursable Acquisition-Related Costs within 45 days of Signature of this contract but no later than April 30, 2023.

6. Conditions Precedent to Disbursement of Funding Commitment. Pierce County's obligation to disburse the Pierce County Funding Commitment as provided in Section 5 above is subject and conditioned upon satisfaction or waiver by Pierce County, acting in its sole and absolute judgment and discretion, of each of the following conditions precedent:

6.1 **Execution of the Stewardship Agreement and Declaration of Restrictive Covenants by the City of Gig Harbor and Pierce County**. The City of Gig Harbor shall execute and return the Stewardship Agreement and Declaration of Restrictive Covenants to Pierce County for the Parks & Recreations Department to record in the records of Pierce County.

6.2 **Recording of the Stewardship Agreement and Declaration of Restrictive Covenants**. Pierce County shall record the Stewardship Agreement prior to releasing the Conservation Futures grant funding to the City of Gig Harbor.

7. Failure of Conditions Precedent or Failure to Perform

This Agreement shall automatically terminate if any of the conditions precedent set forth in Section 6 are not satisfied or waived. Neither Party shall have any further rights, remedies, or obligations toward or against the other, except those that expressly survive termination hereof. In no event shall Pierce County have any obligation whatsoever to provide funding beyond the date that budget appropriation for acquisition of the Subject Property expires.

8. Representations and Warranties.

8.1 By the City. In addition to any other representations and/or warranties contained elsewhere in this Agreement, the City represents and warrants to Pierce County as follows:

8.1.1 Authority. The City has full right, title, authority and capacity to execute and perform this Agreement and the individual(s) who on Sponsor's behalf executes and delivers this Agreement and the Stewardship Agreement and Declaration of Restrictive Covenants are and shall be authorized to do so;

8.1.2 Litigation. To the best of the City's knowledge there are no actions, suits, proceedings or litigation pending or threatened against the City in any court or before any administrative agency regarding the Subject Property; and

8.1.3 No Activity Incompatible with Restrictive Covenants. To the best of the City's knowledge, since the City took title to the Subject Property, the City

has not engaged in any use or activity likely to cause pollution of soils or waters on the Subject Property, and has not stored waste or released Hazardous Substances on the Subject Property. The City has not since taking title, subdivided or partitioned the Subject Property or converted the Subject Property to residential, commercial or industrial uses.

8.1.4 Change in Circumstances. If, prior to recording of the Stewardship Agreement and Declaration of Restrictive Covenants, the City becomes aware of any fact or circumstance that would change a representation or warranty made in this Agreement, then the City shall promptly give written notice thereof to Pierce County. If the City gives written notice of any such change, or if Pierce County otherwise has actual notice of any such change, Pierce County shall have the option to terminate this Agreement within FIVE (5) business days from the date Pierce County receives written notice of the changed fact or circumstance, whereupon nether Party shall have any rights or remedies against the other except those that expressly survive termination hereof. Pierce County shall not have the option to terminate this Agreement once the Stewardship Agreement and Declaration of Restrictive Covenants is recorded.

8.2 By Pierce County. In addition to any other representations and/or warranties contained elsewhere in this Agreement, Pierce County represents and warrants to Sponsor as follows:

8.2.1 Authority. Pierce County has full right, title, authority, and capacity to execute and perform this Agreement and to consummate the transactions contemplated hereby, and the individuals who on Pierce County's behalf execute this Agreement and all related instruments and documents are and shall be authorized to do so;

8.2.2 Litigation. There is no litigation pending or, to Pierce County's knowledge, threatened, against Pierce County before any court or administrative agency which might result in Pierce County becoming unable to disburse the Pierce County Funding Commitment contemplated by this Agreement; and

8.2.3 Change in Circumstances. If, prior to Reimbursement, Pierce County becomes aware of any fact or circumstance that would change a representation or warranty made in this Agreement, then Pierce County shall promptly give written notice thereof to the City. If Pierce County gives written notice of any such change, or if the City otherwise has actual notice of any such change, the City shall have the option to terminate this Agreement within FIVE (5) business days from the date the City receives written notice of the changed fact or circumstance, whereupon neither Party shall have any rights or remedies against the other except those that expressly survive termination hereof.

8.3 Condition of Subject Property at Acquisition. The City acknowledges and agrees Pierce County has not made any statement, representation, warranty, or agreement as to any matter concerning the condition of the Subject Property or the suitability thereof for the City's intended uses. The City represents and warrants to Pierce County that the City made its own independent examination, inspection and

investigation of the Subject Property and acquired the same in its then present "AS-IS" condition, with all faults and without any warranties whatsoever, express or implied.

9. Release, Defense, Indemnity and Hold Harmless. As of the Effective Date, the City shall release, defend, indemnify and forever hold harmless Pierce County, and its elected and appointed officials, employees, agents, attorneys, successors and assigns, of and from all claims, demands, damages, actions or causes of action, costs, attorney fees and expenses of any kind, type or nature whatsoever, whether known or unknown, suspected or unsuspected, arising out of or in any way relating to the City's purchase of the Subject Property , except those arising from Pierce County's sole conduct. The release, defense, indemnity and hold harmless obligations set forth in this Section 9 shall survive Closing and shall not be deemed extinguished by any legal doctrine including, without limitation, the doctrine of merger by deed.

10. Notices. Notices required or desired to be given under this Agreement shall be in writing to the Notice Representative identified and sent by either: (a) United States mail, return receipt requested; or (b) recognized overnight express service which customarily maintains a contemporaneous permanent delivery record. The notice shall be deemed delivered on the earlier of: (a) three (3) business days from deposit in the United States mail; or (b) the delivery date as shown in the regular business records of the overnight courier service. Notices shall be addressed as follows:

Address for Delivery of Notice to Notice Representative for Sponsor:
City of Gig Harbor
Attn: Jeff Langhelm, Public Works Director
3510 Grandview Street
Gig Harbor, WA 98335
Email: JLanghelm@gigharborwa.gov

Address for Delivery of Notice to Notice Representative for Pierce County:
Pierce County Parks & Recreation Services
Attn: Kimberly Freeman, Resource Stewardship Division
9850 64th St W
University Place, WA 98467
Telephone: 253-798-4009
Email: kimberly.freeman@piercecountywa.gov

Any Party, by written notice to the other in the manner herein provided, may designate an address different from that set forth above. Any notices sent by a Party's attorney on behalf of such Party shall be deemed delivered by such Party. **NOTICE: The electronic mail addresses provided above are for convenience only and do not constitute a valid method of giving notice under this Agreement.**

Copy of notices may be sent via email only to the following copy recipients:

Pierce County Prosecuting Attorney/Civil Division

Attn: Soojin Kim, Deputy Prosecuting Attorney
Email: soojin.kim@piercecountywa.gov

11. Attorneys' Fees/Venue. The substantially prevailing party in any action or proceeding between the Parties for the enforcement of this Agreement shall be entitled to recover costs and reasonable attorney fees including, without limitation, reasonable attorney fees and expenses incurred in appellate proceedings, and expenses for witnesses (including expert witnesses), in addition to all other relief to which it may be entitled. The venue of any action arising out of or relating in any way to this Agreement shall be in the Superior Court of Pierce County, Washington.

12. Negotiation, Construction & Interpretation. This Agreement was negotiated by the Parties with the assistance of their own legal counsel and shall be construed under the laws of the state of Washington according to its fair meaning and not strictly for or against either Party.

13. Time. Time is of the essence of this Agreement and of every term and provision hereof.

14. Entire Agreement. This Agreement and the documents executed and delivered in accordance herewith constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all written or oral agreements or understandings, if any.

15. Modification. This Agreement may be modified only in writing signed by both Parties.

16. Date of Performance. If the date for any performance under this Agreement falls on a weekend or holiday, the time shall be extended to the next business day.

17. Cost of Performance. Except as otherwise expressly provided in this Agreement, all covenants, agreements and undertakings of a Party shall be performed at sole cost and expense of that Party without a right of reimbursement or contribution from the other Party.

18. Recording. Unless otherwise expressly required by law, neither this Agreement, nor any memorandum hereof, shall be recorded.

19. Survival of Provisions. The covenants, representations, warranties, agreements, terms and provisions contained in this Agreement shall survive Closing and shall not be deemed to have been extinguished by any legal doctrine including, without limitation, the doctrine of merger by deed.

20. Invalid Provision. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provision or by its severance from this Agreement.

21. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and/or assigns.

22. Exhibits. The following exhibits are attached hereto and by this reference are incorporated herein as if fully set forth:

Exhibit A - Legal Description of Protected Property
Exhibit B - Site Map of the Protected Property
Exhibit C - Stewardship Agreement & Declaration of Restrictive Covenants
Exhibit D - Administrative Guidelines, effective 2/1/2021

23. Effective Date. The Effective Date of this Agreement shall be the date upon which the Pierce County Executive (who shall be the last person to sign) shall have executed this Agreement as indicated opposite his name below.

[SIGNATURES & ACKNOWLEDGEMENTS APPEAR ON FOLLOWING PAGES]

SPONSOR'S SIGNATURE PAGE

CITY OF GIG HARBOR, a municipal corporation and political subdivision of the state of Washington:

By: _____
Printed Name: Tracie Markley
Title: Mayor

Date: _____

PIERCE COUNTY'S SIGNATURE PAGE

PIERCE COUNTY, a municipal corporation and political subdivision of the state of Washington:

Approved as to legal form only:

_____

Deputy Prosecuting Attorney Date

Recommended for final action only:

_____

Director, Parks & Recreation Services Date

_____

Director, Finance Date

Final Action:

_____

Pierce County Executive Date

EXHIBIT A
Legal Description of Protected Property

THE SOUTH 550 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER IN SECTION 6, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M., IN PIERCE COUNTY, WASHINGTON, LYING EAST OF THE TACOMA CITY LIGHT RIGHT OF WAY AND LYING WEST OF STATE HIGHWAY NO. 14.

TOGETHER WITH THAT SMALL TRIANGLE PART OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M., LYING WEST OF THE TACOMA CITY LIGHT RIGHT OF WAY.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

XXX Harborview Drive, Gig Harbor, WA
Tax Parcel Account No.: 0221061108

EXHIBIT B
Site Map of Protected Property

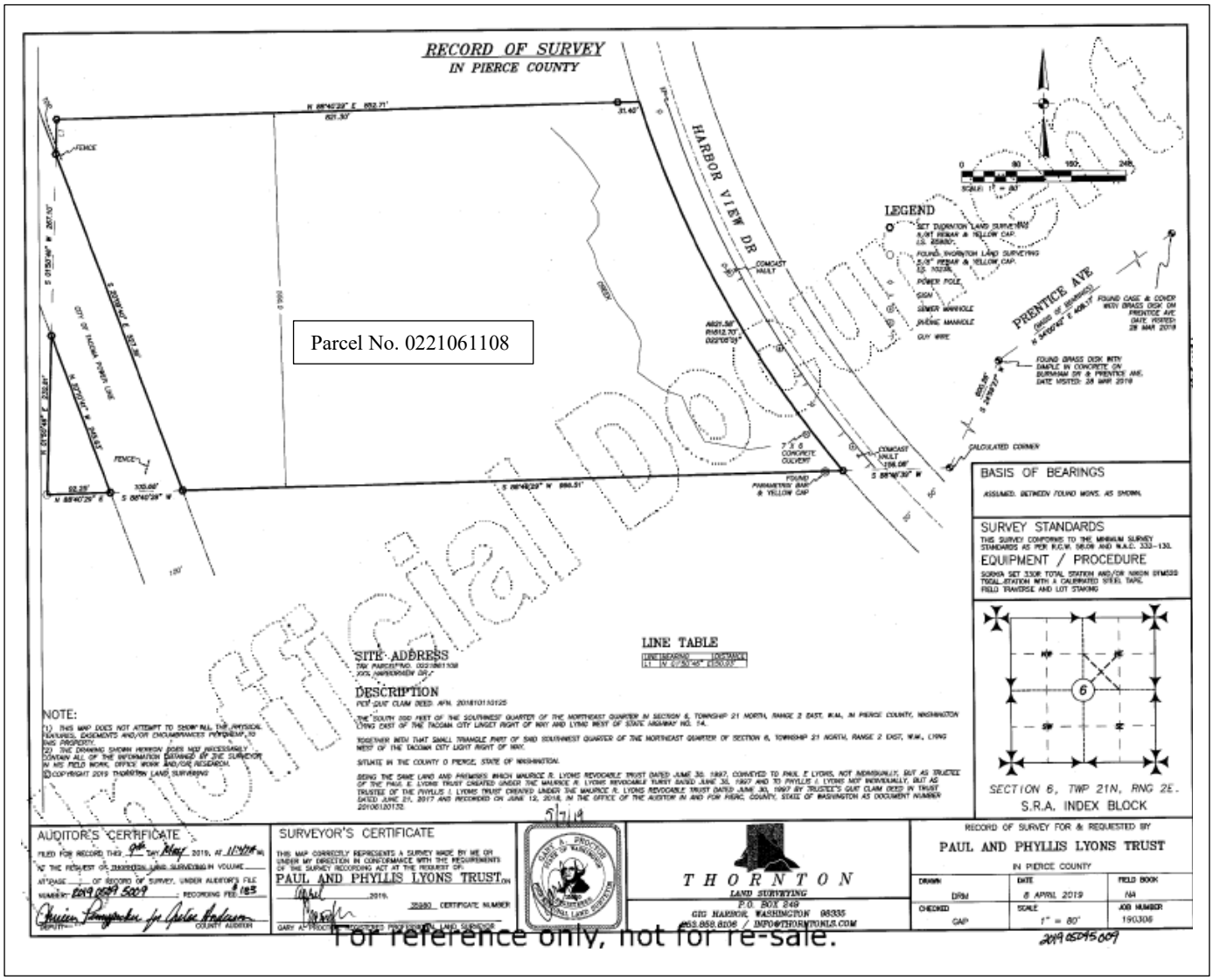

EXHIBIT C
Stewardship Agreement and Declaration of Restrictive Covenants
FORM ONLY - DO NOT SIGN

WHEN RECORDED RETURN TO:
Pierce County Parks & Recreation Services
ATTN: Conservation Futures Coordinator
9850 64th St W
University Place, WA 98467

WASHINGTON STATE COUNTY AUDITOR'S/RECORDERS INDEXING FORM

Document Title:	Pierce County Conservation Futures Stewardship Agreement and Restrictive Covenants
Grantor:	City of Gig Harbor, a municipal corporation and political subdivision of the state of Washington
Grantee:	Pierce County, a municipal corporation and political subdivision of the state of Washington
Abbreviated Legal:	PTN NE 1/4, SEC 6-21-2E, W.M.
Tax Parcel Number(s):	0221061108

PIERCE COUNTY CONSERVATION FUTURES STEWARDSHIP AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS

THIS PIERCE COUNTY CONSERVATION FUTURES STEWARDSHIP AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") is made and entered into as of the Effective Date (defined in Section 27 below) by and between CITY OF GIG HARBOR, a municipal corporation and political subdivision of the state of Washington (“Grantor") and PIERCE COUNTY, a municipal corporation and political subdivision of the state of Washington ("Pierce County"). Grantor and Pierce County may hereinafter be referred to collectively as "the Parties" or individually as a "Party."

R E C I T A L S

WHEREAS Grantor is sole owner in fee simple of that certain parcel real property in Pierce County, Washington, legally described in **Exhibit A** and depicted in **Exhibit B** attached hereto and by this reference incorporated herein ("Protected Property"); and

WHEREAS the Protected Property includes Pierce County Tax Parcel No. 0221061108, containing approximately 11.5 acres and was previously owned by Paul E. Lyons, Trustee of the Paul E. Lyons Trust created under the Maurice R. Lyons Revocable Trust dated June 30, 1997, and Phyllis I. Lyons, Trustee of the Phyllis I. Lyons Trust dated March 22, 2004; and

WHEREAS the Protected Property contains significant elements, features, attributes and amenities of great importance to Grantor, Pierce County, the people of Pierce County and the state of Washington, described in and designated for protection under chapter 84.34 of the Revised Code of Washington ("RCW") and chapters 2.96 and 2.97 of the Pierce County Code ("PCC") including, without limitation: (a) open spaces; (b) wetlands; (c) streams; and (d) salmonid habitat open space (collectively "Conservation Characteristics"); and

WHEREAS the Parties desire to establish in this Declaration the terms, covenants and conditions under which Grantor shall use and manage the Protected Property and to impose upon the Protected Property such restrictive covenants as are necessary to protect, preserve, maintain, improve, restore, limit the future development and use of and otherwise conserve, in perpetuity, the Protected Property and its Conservation Characteristics.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, Grantor and Pierce County hereby agree as follows:

A G R E E M E N T

1. **Recitals**. The above recitals are true and correct and are incorporated herein by this reference as if fully set forth.

2. **Restrictive Covenants; Purpose**.

2.1 **Restrictive Covenants**. Grantor hereby declares that the terms, covenants and conditions of this Declaration shall, pursuant to Chapter 84.34 RCW and Chapter 2.97 PCC: (a) constitute restrictive covenants and/or equitable servitudes running with the Protected Property in perpetuity in fulfillment of the legal and contractual obligations of Grantor with respect thereto; and (b) forever bind Grantor and its successors-in-interest.

2.2 **Purpose**. The intention and purpose of the Parties (collectively "the Purpose") in executing, delivering and performing this Declaration is: (a) to ensure the Protected Property is held by Grantor and its successors-in-interest in perpetuity as open space land so as to protect, preserve, maintain, conserve, enhance and improve its Conservation Characteristics; and (b) to prevent any use of the Protected Property that will damage or destroy its Conservation Characteristics or prevent their maintenance, restoration or enhancement.

3. **Stewardship**. Grantor agrees for itself and its successors-in-interest to use and manage the Protected Property in perpetuity in accordance with the Purpose, this Declaration and all Applicable Laws (defined in Section 4.1 below).

4. **Obligations to Protect and Provide Public Access - Permitted Uses**.

4.1 **Obligation to Protect**. Grantor shall use the Protected Property in accordance with: (a) all applicable federal, state, county and local laws, rules, regulations and standards (collectively "Applicable Laws"); (b) the Property Management Plan (as defined in and consistent with Section 8 below); and (c) this Declaration; so as to forever protect, preserve, maintain, conserve, enhance and improve the Conservation Characteristics thereof.

4.2 **Obligation to Provide Public Access**. Grantor shall ensure that the Protected Property is opened to public access. Grantor shall identify and submit to Pierce County a map depicting the location of at least one public access opportunity which shall serve as interim access until long-term public access opportunities are developed by Grantor and set forth in the Property Management Plan to be completed by Grantor as set forth in Section 8. Grantor shall permit the public to have regular access to the Protected Property consistent with the requirements of Pierce County Code, the Administrative Guidelines, the Purpose, this Declaration and the Property Management Plan. In the event that the Grantor anticipates submitting a Property Management Plan

that will involve limitations on regular public access to protect sensitive natural areas, Grantor shall identify and explain in writing any potential conflicts between providing public access to the Protected Property and restoration activities and other Conservation Futures priorities for the Protected Property and submit Grantor's request for Pierce County's approval of limitations on public access within 120 days of the Effective Date of this Declaration. At a minimum, public access to the Protected Property shall include, but not be limited to passive recreational activities such as: (a) hiking; (b) wildlife viewing; and (c) nature study. Grantor's obligation to permit access to the Protected Property by the public does not include an affirmative duty to develop parking for vehicles and/or bicycles, restroom facilities or any other facilities or infrastructure.

4.3 **Acknowledgements, Written Materials and Signs**. Grantor may, at its sole cost and expense, elect to create written materials and/or erect signs describing the Protected Property or any past, present or future Conservation Futures projects related thereto. If Grantor shall make such an election, all such written materials and signs shall comply with the Purpose, this Declaration and all Applicable Laws and shall include an express acknowledgement of the role played by the Pierce County Conservation Futures program in acquiring the Protected Property. Grantor shall coordinate with Pierce County regarding language to describe the County's Conservation Futures Program to be included in such express acknowledgments. In addition, all signs placed upon the Protected Property shall be: (a) prominently placed upon Protected Property in full view of the general public; and (b) designed to harmonize with the aesthetic features of the Protected Property.

5. **Obligation to Remove Structures**.

Within 18 months after recording of this Stewardship Agreement, Grantor must complete demolition and removal of all existing structures identified in the Appraisal of the Protected Property by Barbro A. Hines, MAI, SRA in a reported dated July 22, 2022 – and any other structures that may exist on the date of this Stewardship Agreement's recording.

6. **Prohibited Uses and Restrictions on Permitted Uses**.

6.1 **General**. Any use of, or activity on, the Protected Property inconsistent with the Purpose, this Declaration or any Applicable Law is prohibited, and Grantor acknowledges and agrees it will not knowingly conduct, engage in, or permit any such use or activity.

6.2 **No Conversion to Incompatible Uses**. Grantor shall not convert the Protected Property to any residential, commercial or industrial development or use or to any other use that is incompatible with the Purpose, this Declaration or any Applicable Laws.

6.3 **Land Division**. Grantor shall not further subdivide or partition the Protected Property, whether by physical or legal process, including, without limitation:

(a) subdivision; (b) short subdivision; (c) platting; (d) binding site plan; (e) testamentary division; or (f) other process by which the Protected Property is divided into lots, or in which title to different portions of the Protected Property are not held in unified ownership (collectively "Land Division"), without the prior written consent of Pierce County, which consent may be granted, withheld, conditioned or delayed by Pierce County in its sole and absolute judgment and discretion, and then only for purposes, and in a manner, consistent with the Purpose, this Declaration and all Applicable Laws.

6.4 **Limitations on Natural Resource Use**.

6.4.1 **Aquatic Products**. Grantor shall not engage in, or permit others to engage in, the commercial production of cultivated marine or freshwater aquatic products.

6.5 **Limitations on Mining**. Grantor shall not conduct, engage in, or permit the commercial mining or commercial extraction of soil, sand, gravel, oil, natural gas, fuel, or any other mineral substance, using any surface mining method. Grantor may conduct or engage in mineral extraction if such extraction is not accomplished by any surface mining method and the method of extraction has a limited, localized impact on the land that does not damage, impair or endanger the Conservation Characteristics of the Protected Property. No extraction permitted pursuant to this Section 6.5 shall occur without prior written notice to and consent of Pierce County and such notice shall include a description of the type of extraction, the areas within which such extraction shall occur, and the anticipated impact thereof.

6.6 **No Significant Erosion or Pollution**. Grantor shall not knowingly engage in any use or activity that causes or is likely to cause significant soil degradation or erosion or significant contamination or pollution of any soils or surface or subsurface waters on the Protected Property.

6.7 **Forest Health and Timber Management**. Grantor may not conduct, engage in, or permit commercial forest management on the Protected Property. Forest management, if any, on the Protected Property shall meet the Pierce County Forest Practices requirements set forth in Title 18H PCC and be identified in the Property Management Plan.

6.8 **Limitations on Waste Disposal**. Grantor shall not accumulate and store ashes, garbage or other waste on the Protected Property. Nor shall Grantor knowingly dispose of or Release (or knowingly permit the disposal or release of) any Hazardous Substance on the Protected Property. The term "Release" shall mean any release, generation, treatment, disposal, dumping, burying, or abandonment. The term "Hazardous Substance" shall mean any substances, materials, or wastes that are hazardous, toxic, dangerous, or harmful or are designated as, or contain components that are, or are designated as, hazardous, toxic, dangerous, or harmful and/or which are subject to regulation as hazardous, toxic, dangerous, or harmful or as a pollutant by any federal, state, or local law, regulation, statute, or ordinance, including, but not limited to,

petroleum or any petroleum product. The term "Hazardous Substances" shall not include biosolids, herbicides, pesticides, rodenticides, insecticides, and fertilizers applied in accordance with all Applicable Laws. No storage of Hazardous Substances shall be allowed on the Protected Property.

6.9 **No Compensatory Mitigation**. The creation, enhancement, restoration or preservation of wetlands, fish or wildlife habitat, or other natural resources for the purpose of, directly or indirectly, compensating for or mitigating resource losses or damages in any way associated with actual or potential impacts of development except for impacts caused by Grantor on the Protected Property ("Compensatory Mitigation") is prohibited on the Protected Property. Compensatory Mitigation includes, but is not limited to, mitigation banking, conservation banking, and any other sale or exchange of mitigation credits based on the creation, restoration, enhancement and/or preservation of such natural resources within the Protected Property.

6.10 **No Agricultural Use; No Horses or Livestock**. Agricultural use of the Protected Property is prohibited. Horses and livestock are prohibited.

6.11 **No Active Recreational Use**. Active recreational use of the Protected Property is prohibited.

7. **Transfers by Grantor**.

7.1 **Definition**. "Transfer" includes, but is not limited to: (a) any sale, grant, lease, hypothecation, encumbrance, assignment or conveyance of the Protected Property, or any portion thereof or interest therein; (b) any transaction the purpose of which is to effect a sale, grant, hypothecation, encumbrance, assignment or conveyance of the Protected Property, or any portion thereof or interest therein; or (c) any legal proceeding the purpose of which is to effect a taking of the Protected Property, or any portion thereof or interest therein. For purposes of this Declaration the term "Grantor" includes any future property owner(s).

7.2 **Limitations on Transfers**. Grantor shall not effect a Transfer except to a city, town, conservation district, federally recognized Indian tribe, metropolitan park district, metropolitan municipal corporation, nonprofit historic preservation corporation as defined in RCW 64.04.130, or nonprofit nature conservancy corporation or association as defined in RCW 84.34.250, without the prior written consent of Pierce County, which consent may be granted, withheld, conditioned or delayed by Pierce County in its sole and absolute judgment and discretion.

7.3 **Notice; Binding Effect**. Grantor shall give Pierce County written notice of not less than SIXTY (60) calendar days and not more than ONE HUNDRED TWENTY (120) calendar days prior to the date of any Transfer. In addition, any deed or other legal instrument effecting a Transfer shall: (a) expressly provide that the new owner of the Protected Property shall be subject to and strictly bound by all of the terms, covenants and conditions of this Declaration; and (b) incorporate therein the terms,

covenants and conditions of this Declaration by express reference. The failure of Grantor to perform any act required by this Section 6.3 shall not impair the validity of this Declaration or limit its enforceability in any way.

8. **Property Management Plan**. Grantor shall, within ONE (1) year from the Effective Date, prepare and deliver to Pierce County a comprehensive written plan consistent with the requirements of Pierce County Code and the Administrative Guidelines that describes in detail (a) how Grantor will maintain or steward the Protected Property over time; and (b) how Grantor will implement and monitor activities associated with the Conservation Futures Priorities described in Grantor's application for Conservation Futures Funding (hereinafter "Property Management Plan").

The Property Management Plan shall address, at a minimum, the following:

8.1 Long-term management goals for the Protected Property and measures to protect the stream integrity including but not limited to restricting public access, signage, fencing and or maintenance of existing riparian vegetation (desired future conditions);

8.2 Removal of culvert on North Creek to improve fish passage and removal of invasive species and illegal dumping;

8.3 Activities related to goal of restoring critical salmonid habitat, including development of a site restoration design plan;

8.4 Program for monitoring the Protected Property in perpetuity in accordance with the standards and practices of the Land Trust Alliance;

8.5 Plan for passive public access opportunities on the Protected Property compatible with stream and riparian restoration and natural resources protection, including installation of a salmon viewing spur, a loop trail with interpretive and educational signage and excluding horses;

8.6 Maps including: (i) a U.S. Geological Survey quadrant map or recent aerial photo and county assessor's parcel map; (ii) a map showing all human-made and natural features; and (iii) the location of public access and use areas.

8.7 Implementation timeline and budget that identifies the source of funding for elements of the Plan.

9. **Maintenance; Reporting**.

9.1 **Maintenance**. Grantor shall, at its sole cost and expense, keep and maintain the Protected Property, together with any improvements or alterations in, on, under or about the Protected Property, in a good and sound state of repair and in a neat,

clean, safe and sanitary condition in accordance with the Purpose, all Applicable Laws and this Declaration.

9.2 **Reporting**. Grantor shall, at least once every THREE (3) years from the Effective Date, issue to Pierce County a comprehensive written report documenting the then physical condition of the Protected Property, any improvements or alterations to the Protected Property, and compliance with Section 4.1 above.

10. **Pierce County's Rights**. To accomplish the Purpose, Pierce County shall have the following rights under this Declaration:

10.1 **Protection**. Pierce County shall have the right to identify, protect, preserve, maintain, improve, restore and conserve, in perpetuity, the Conservation Characteristics of the Protected Property.

10.2 **Access**. To enter upon the Protected Property at such other times as are necessary if there is reasonable cause to believe that a violation of this Declaration is occurring, solely for the purposes of enforcing the provisions of this Declaration. Prior to entry, Pierce County shall provide notice to Grantor and shall describe the reasonable cause to believe that a violation is occurring on the Protected Property.

10.3 **Uses and Practices**. To enter upon, inspect, observe and study the Protected Property, with such persons as Pierce County may require, at mutually agreeable dates and times and upon prior notice of not less than THIRTY (30) calendar days to Grantor, solely for the purposes of: (a) identifying the current uses and practices on the Protected Property and the condition of the Protected Property; and (b) monitoring the uses and activities on the Protected Property to determine whether they are consistent with the Purpose. For each such entry, Grantor shall have the right to designate an individual to accompany Pierce County during its inspections, observations and studies.

10.4 **Natural Events**. To enter upon the Protected Property, at a mutually agreeable date and time and upon prior notice to Grantor, to inspect the Protected Property after major natural events occur, such as fires, windstorms, and floods.

10.5 **No Material Interference**. Pierce County shall exercise its rights in compliance with all Applicable Laws and in a manner that will not materially disturb or interfere with Grantor's rights hereunder or its quiet enjoyment of the Protected Property.

10.6 **Consent**. Grantor shall not unreasonably withhold or delay its consent to dates and times of access proposed by Pierce County.

10.7 **Prevention and Restoration**. Pierce County shall have the right to prevent, or cause Grantor to prevent, any use of, or activity on, the Protected Property that is inconsistent with the Purpose, this Declaration or any Applicable Laws, and shall have the right to cause to be undertaken the restoration of such areas or features of the

Protected Property as may be materially damaged by activities contrary to the provisions hereof.

10.8 **Assignment or Conveyance**. Pierce County shall have the right in its sole and absolute judgment and discretion to assign, convey or otherwise transfer its right, title and interest in and to the Protected Property under this Declaration to a city, town, metropolitan park district, metropolitan municipal corporation, nonprofit historic preservation corporation as defined in RCW 64.04.130, or nonprofit nature conservancy corporation or association as defined in RCW 84.34.250, without the prior consent of Grantor. In the event of any such assignment, conveyance or transfer, Pierce County shall have absolutely no further liability with respect to the Protected Property or to Grantor under this Declaration except as to matters of liability that have accrued and remain unsatisfied. Pierce County's successor-in-interest shall have all rights of Pierce County hereunder.

11. **Dispute Resolution**.

11.1 **Preventive Discussions**. Except in circumstances contemplated in Section 11, Grantor and Pierce County shall endeavor to resolve any dispute regarding the interpretation of the terms of this Declaration first through a discussion between the Representatives of the Parties identified in this Section 10, then escalated to each Party's respective Executive if the dispute has not been resolved within ten (10) business days. Grantor and Pierce County shall promptly give the other Party notice of problems or concerns arising in connection with the others' actions under this Declaration or the use of or activities or conditions on the Protected Property, and shall meet as needed, but no later than THIRTY (30) calendar days after receipt of a written request for a meeting.

11.2 **Mediation**. If the Parties disagree as to the consistency of any proposed use or activity with the Purpose, this Declaration or any Applicable Laws, and the Parties are unable to resolve such disagreement through unassisted preventive discussions between themselves, and if Grantor agrees not to proceed with the use or activity pending resolution of the dispute, Grantor and Pierce County shall refer the dispute to mediation by request made in writing upon the other. Within TEN (10) business days of the receipt of such a request, the Parties shall select a single impartial mediator. Mediation shall then proceed in accordance with the following guidelines:

11.2.1 **Purpose**. The purpose of the mediation is to: (a) promote discussion among the Parties; (b) assist the Parties to develop and exchange pertinent information concerning the issues in dispute; and (c) assist the Parties to develop proposals which enable them to arrive at a mutually acceptable resolution of the controversy. The mediation is not intended to result in any express or de facto modification or amendment of the terms, covenants or conditions of this Declaration.

11.2.2 **Participation**. The mediator may meet with the Parties and their counsel jointly or ex parte. The Parties agree that they will participate in the mediation process in good faith and expeditiously, attending all sessions scheduled by the

mediator. Representatives of the Parties with settlement authority will attend mediation sessions as requested by the mediator.

11.2.3 **Confidentiality**. All information presented to the mediator shall be deemed confidential and shall be disclosed by the mediator only with the consent of the Parties or their respective legal counsel. The mediator shall not be subject to subpoena by any Party. No statements made or documents prepared for mediation sessions shall be construed as an admission of a party. Provided, however, this provision relating to confidentiality shall not be construed to constrain Pierce County's compliance with the Washington State Public Records Act nor to create any obligation for Pierce County to ensure the nondisclosure of records that may be required to be disclosed pursuant to the Washington State Public Records Act.

11.2.4 **Time Period**. Neither Party shall be obligated to continue the mediation process beyond a period of SIXTY (60) calendar days from the date of receipt of the initial request or if the mediator concludes that there is no reasonable likelihood that continuing mediation will result in a mutually agreeable resolution of the dispute.

11.2.5 **Costs**. The costs mediation services shall be borne equally by the Parties. The Parties shall bear their own expenses, including attorney's fees, individually.

11.3 **Arbitration**. The Parties may, but are not required to, submit disputed matters to binding arbitration. In the event that one Party wishes to request that a disputed matter be submitted to binding arbitration, such Party shall provide notice in writing of its request and propose the rules for arbitration to be applied. Arbitration may take place only upon mutual agreement of the Parties with regard to the arbitrator, deadline for arbitration, and applicable rules for arbitration.

11.4 **Representatives**. The following shall be each Party's Representatives for purposes of initiating Preventive Discussions:

Pierce County:
Kimberly Freeman, Resource Stewardship Superintendent
9850 64th St W
University Place, WA 98467
Telephone: 253-798-4009
Email: kimberly.freeman@piercecountywa.gov

City of Gig Harbor:
Attn: Jeff Langhelm, Public Works Director
3510 Grandview Street
Gig Harbor, WA 98335
Telephone: 253-853-7638

Email: JLanghelm@gigharborwa.gov

12. **Pierce County's Remedies**.

12.1 **Notice of Non-Compliance**. If Pierce County determines Grantor is in violation of the terms of this Declaration or that a violation is likely to occur, Pierce County shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Protected Property resulting from any use or activity inconsistent with this Declaration, to restore the portion of the Protected Property so injured to its prior condition in accordance with a plan to which Pierce County has given consent.

12.2 **Grantors' Failure to Respond**. Pierce County may bring an action as provided in Section 12.3 below if Grantor: (a) fails to cure the violation within NINETY (90) calendar days after receipt of notice thereof from Pierce County; (b) under circumstances where the violation cannot reasonably be cured within the NINETY (90) calendar day period, fails to begin curing such violation within the NINETY (90) calendar day period; or (c) fails to continue diligently to cure such violation until finally cured.

12.3 **Pierce County's Action**. Pierce County may bring an action at law or in equity, or both, in a court of competent jurisdiction to enforce the terms of this Declaration, to enjoin the violation, as allowed under the applicable civil rules, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Declaration or injury to any of the Conservation Characteristics protected hereby, including damages for the loss thereof; and to require the restoration of the Protected Property to the condition that existed prior to any such injury. Without limiting Grantor's liability therefor, Pierce County, acting in its sole and absolute judgment and discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Protected Property. All such actions for injunctive relief may be taken without Pierce County being required to post bond or provide other security.

12.4 **Immediate Action Required**. Notwithstanding any other provision of this Declaration to the contrary, if Pierce County, acting in its sole and absolute judgment and discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Characteristics, Pierce County may pursue its remedies under this Section 12 without prior notice to Grantor, without participation in dispute resolution as provided in Section 11 above, or without waiting for the period provided for cure to expire.

12.5 **Nature of Remedy**. Pierce County's rights under this Section 12 apply equally in the event of either actual or threatened violations of the terms of this Declaration. Grantor acknowledges and agrees Pierce County's remedies at law for any violation of the terms of this Declaration are inadequate and that Pierce County shall be entitled to the injunctive relief described in this Section 12 both prohibitive and

mandatory, in addition to such other relief to which Pierce County may be entitled, including specific performance of the terms of this Declaration, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Pierce County's remedies described in this Section 12 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

12.6 **Damages**. Inasmuch as the actual damages to the Conservation Characteristics that could result from a breach of this Declaration by Grantor would be impractical or extremely difficult to measure, the Parties agree that the money damages to which Pierce County is entitled shall be the higher of: (a) the amount of economic gain realized by Grantor from violating the terms of this Declaration; or (b) the cost of restoring any Conservation Characteristics that have been damaged by such violation. If Pierce County chooses the second of these two measures, Grantor agrees to allow Grantee and its agents or contractors, to enter upon the Protected Property and conduct restoration activities.

12.7 **Pierce County's Discretion**. Enforcement of the terms of this Declaration shall be at the discretion of the Pierce County and any forbearance by Pierce County to exercise its rights under this Declaration in the event of any breach of any of the terms, covenants or conditions hereof by Grantor shall not be deemed or construed to be a waiver by Pierce County of such term, covenant or condition or of any of Pierce County's rights hereunder. No delay or omission by in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

13. **Fees and Charges**. If Grantor elects to charge user or other types of fees in connection with the public use of the Protected Property, fees and charges shall be commensurate with the value of the recreational services or opportunities furnished and are within the prevailing range of public fees and charges within the state of Washington for the particular activity involved.

14. **Indemnification**. Grantor, for itself, its successors and assigns, shall defend, indemnify and forever hold Pierce County, and its elected and appointed officials, employees and agents, harmless to the maximum extent allowed by law from and against any and all liabilities, claims, demands, suits, judgments, costs and attorney fees of any kind, type or nature whatsoever arising out of or relating in any way relating to the Protected Property or to the subject matter of this Declaration.

15. **Representations and Warranties**.

15.1 **By Grantor**. Grantor represents and warrants to Pierce County that, as of the Effective Date, the following statements are true and correct:

15.1.1 **Authority**. Grantor has full power and authority to execute and deliver this Declaration and the individual(s) who execute and deliver this Declaration are duly authorized to do so;

15.1.2 **Litigation**. There are no actions, suits or proceedings pending or threatened against Grantor before any court or administrative agency which might result in Grantor being unable to perform its obligations under this Declaration; and

15.1.3 **No Other Representations or Warranties**. Other than as expressly set forth in this Section 14.1, Grantor makes no representations or warranties of any kind, type or nature whatsoever with respect to the Protected Property or the subject matter of this Declaration.

15.2 **By Pierce County**. Pierce County represents and warrants to Pierce County that, as of the Effective Date, the following statements are true and correct:

15.2.1 **Authority**. Pierce County has full power and authority to execute and perform this Declaration, and the individuals who execute and deliver this Declaration are duly authorized to do so;

15.2.2 **Litigation**. There are no actions, suits or proceedings pending or threatened against Pierce County before any court or administrative agency which might result in Pierce County being unable to perform its obligations under his Declaration;

15.2.3 **No Other Representations or Warranties**. Other than as expressly set forth in this Section 15.2, Pierce County makes no representations or warranties of any kind, type or nature whatsoever with respect to the Protected Property or the subject matter of this Declaration.

16. **Notices**. Notices required or desired to be given under this Declaration shall be in writing addressed to the Notice Representative and sent by either: (a) United States mail, return receipt requested; (b) recognized overnight express service which customarily maintains a contemporaneous permanent delivery record; or (c) such other address or addresses designated in writing from time to time by the method provided in this Section. The notice shall be deemed delivered on the earlier of: (a) Three (3) business days from deposit in the United States mail; or (b) the delivery date as shown in the regular business records of the overnight courier service. Notices shall be addressed as follows:

To Notice Representative for Grantor:

City of Gig Harbor
Attn: City Legal Counsel
3510 Grandview Street
Gig Harbor, WA 98335
Telephone: 253-853-7638

To Notice Representative for Pierce County:

Pierce County Parks & Recreation Services
Attn: Resource Stewardship Division-Conservation Futures Program
9850 64th St W
University Place, WA 98467

Copy to: Pierce County Prosecuting Attorney/Civil Division
930 Tacoma Avenue South, Room 946
Tacoma, WA 98402

Any Party, by written notice to the other in the manner herein provided, may designate an address different from that set forth above. Any notices sent by a Party's attorney on behalf of such Party shall be deemed delivered by such Party. NOTICE: Any electronic mail addresses provided above are for convenience only and are not valid for purposes of providing notices under this Declaration.

17. **Attorney Fees; Venue**. The substantially prevailing party in any action or proceeding between the Parties for the enforcement of this Declaration shall be entitled to recover costs and reasonable attorney fees including, without limitation, reasonable attorney fees and expenses incurred in appellate proceedings, and expenses for witnesses (including expert witnesses), in addition to all other relief to which it may be entitled. The venue of any action arising out of or relating to this Declaration shall be in the Superior Court of Pierce County, Washington.

18. **Negotiation**. This Declaration was negotiated by the Parties with the assistance of their own legal counsel and shall be construed according to its fair meaning and not strictly for or against either Party.

19. **Construction and Interpretation**. This Declaration shall be construed and interpreted in accordance with the laws of the state of Washington so as to restrict use of the Protected Property to such activities that are consistent with the Purpose, the terms of this Declaration and all Applicable Laws.

20. **Time**. Time is of the essence of this Declaration and of every term and provision hereof.

21. **Entire Agreement**. This Declaration constitutes the entire agreement of the Parties with respect to the subject matter of this Declaration and supersedes all written or oral agreement or understandings, if any. This Declaration may be modified only in writing signed by both Parties.

22. **Date of Performance**. If the date of any performance under this Declaration falls on a weekend or holiday, the time shall be extended to the next business day.

23. **Cost of Performance**. Except as otherwise expressly provided in this Declaration, all covenants, agreement and undertakings of a Party shall be performed at sole cost and expense of that Party without a right of reimbursement or contribution from the other Party.

24. **Binding Effect**. The terms, covenants, conditions and restrictions of this Declaration shall be binding upon and shall inure to the benefit of Grantor and Pierce County and their respective successors-in-interest in perpetuity.

25. **Invalid Provision**. If any provision of this Declaration is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Declaration shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Declaration; and the remaining provisions of this Declaration shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provision or by its severance from this Declaration.

26. **Recording**. This Declaration shall be recorded in its entirety with the Auditor of Pierce County, Washington.

27. **Effective Date**. "Effective Date" shall mean the date upon which the Pierce County Executive (who shall be last person to sign) shall have executed this Declaration as indicated opposite her name below.

28. **List of Exhibits.**
    28.1 **Exhibit A** – Legal Description of Protected Property
    28.2 **Exhibit B** – Site Map of Protected Property

[SIGNATURES & ACKNOWLEDGEMENTS APPEAR ON FOLLOWING PAGES]

GRANTOR'S SIGNATURE PAGE

City of Gig Harbor, a municipal corporation and political subdivision of the state of Washington:

By: _____
Printed Name: Tracie Markley
Title: Mayor
Date: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2023, before me, the undersigned, a notary public in and for the state of Washington, duly commissioned and sworn, personally appeared Tracie Markley known to me to be the Mayor of the City of Gig Harbor, a municipal corporation and political subdivision of the state of Washington, who executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____
NOTARY SIGNATURE
PRINTED NAME _____
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,
RESIDING AT _____
MY COMMISSION EXPIRES _____

PIERCE COUNTY'S SIGNATURE PAGE

PIERCE COUNTY, a municipal corporation and political subdivision of the state of Washington:

_____
Pierce County Executive Date

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

On this ____ day of _____, 2023, before me, the undersigned, a notary public in and for the state of Washington, duly commissioned and sworn, personally appeared BRUCE F. DAMMEIER , known to me to be the executive of PIERCE COUNTY, a municipal corporation and political subdivision of the state of Washington, who executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____
NOTARY SIGNATURE
PRINTED NAME _____
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,
RESIDING AT _____
MY COMMISSION EXPIRES _____

EXHIBIT A
Legal Description of Protected Property

THE SOUTH 550 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER IN SECTION 6, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M., IN PIERCE COUNTY, WASHINGTON, LYING EAST OF THE TACOMA CITY LIGHT RIGHT OF WAY AND LYING WEST OF STATE HIGHWAY NO. 14.

TOGETHER WITH THAT SMALL TRIANGLE PART OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M., LYING WEST OF THE TACOMA CITY LIGHT RIGHT OF WAY.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

XXX Harborview Drive, Gig Harbor, WA
Tax Parcel Account No.: 0221061108

EXHIBIT B
Site Map of Protected Property

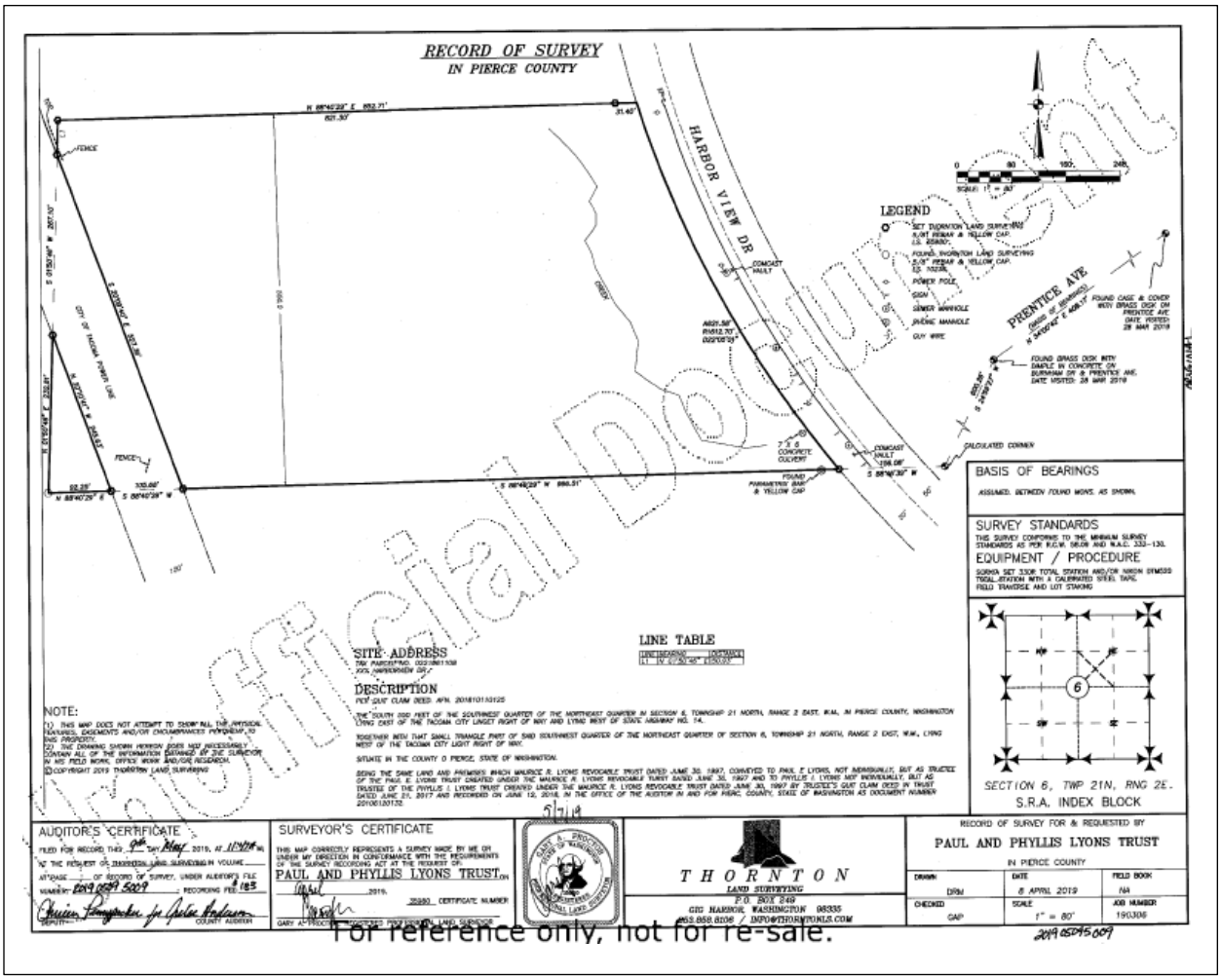

EXHIBIT D
Administrative Guidelines

Pierce County Conservation Futures Program Administrative Guidelines February 2021

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Disclaimer: Please note that the information contained in this manual does not supersede the statutes governing the Pierce County Conservation Futures program and should be read in conjunction with the Pierce County Code.

CONSERVATION FUTURES PROGRAM OVERVIEW

Conservation Futures is a land preservation program for the protection of important open space, including parkland, timber lands, wetlands, habitat areas, and agricultural lands within the boundaries of Pierce County. Conservation Futures funds are used to acquire land or the rights to future development of land for the benefit and enjoyment of the citizens of Pierce County. The Conservation Futures program is administered by Pierce County through the Parks and Recreation Department.

The funding for this program is authorized through the Revised Code of Washington, chapter 84.34.230, whereby a county in Washington may levy up to 6.25 cents per $1,000 of assessed property value to fund preservation of lands of public interest for future generations. The Pierce County Council (County Council) enacted the levy in 1991 and funds associated with the levy are administered through the Pierce County budget.

The acquisition of property interests under the Conservation Futures program is for the benefit of Pierce County residents. This funding is dedicated in accordance with Pierce County Code (PCC) because existing policies and regulations have been ineffective in providing long-term protection of open space, wetlands, habitat areas, agricultural lands, and timber lands, which are under the pressure of conversion and development.

Grant Application Process

Conservation Futures projects may be sponsored and received by local governments, federal agencies, special purpose districts, Pierce County Departments and nonprofit corporations who purchase property or interest in property for the benefit of the citizens as open space, parklands, timber lands, wetlands, habitat areas, and agricultural lands. Project sponsors are responsible for preparing and submitting the Conservation Futures application, hosting site visits, making a formal project presentation to the Conservation Futures and Open Space Citizens' Advisory Board (CAB), project implementation, and all contracting, reporting, and reimbursement obligations under PCC.

Applications are accepted in odd-numbered calendar years. The application period is posted on the program website and is announced in local newspapers and via email. Application materials are available on the program website or from program staff and are typically due in March or April. Sponsors are strongly encouraged to discuss projects with Conservation Futures staff ahead of application submission. Once submitted, applications are reviewed by program staff and the Technical Advisory Committee (TAC) to determine eligibility and completeness. Following initial review of applications, sponsors present eligible projects to and host site visits for the CAB. The CAB meets to review and rank projects and compose its overall recommendations to the County Council in May and June. The County Council generally makes award determinations in August or September, which are finalized with the adoption of the County budget. Funding for project implementation becomes available in January of the following year and projects must utilize authorized funds over a two-year period.

All meetings relating to the review, ranking, and funding of Conservation Futures projects are open to the public and subject to the Washington Open Public Meetings Act. Citizens are encouraged to attend, although citizen comment may not always be taken.

All projects must close within the approved biennium following the application cycle. If a project is awarded funding, then the transaction must close by the last business day in November in the second year of the funding cycle. If a project cannot close within the funding biennium then it may be resubmitted for a grant award in the next application period. If resubmitted, the project will not retain its rank or rating. Deeds, restrictive covenants, and conservation easement documents must be recorded by the Pierce County Auditor's Office within 10 days of closing.

Application Review

Completed project applications are submitted to Pierce County Parks and Recreation under the evaluation schedule noted above. The application must clearly demonstrate that the project meets the goals and eligibility requirements of the Conservation Futures program as outlined in PCC 2.97. Applications are scored based on the following criteria:

1. Conservation Values (60% of points): Sponsors must describe the quality and condition of at least one and up to three conservation values and demonstrate that all conservation values identified in the application will be reasonably conserved and/or enhanced through project implementation and compliance with the long-term obligations generally described in these guidelines. Projects will be scored based on the conservation values identified and how well the proposed use and long-term management goals will result in protection or enhancement of the conservation values.
2. Program Goals (25% of points): Sponsors must identify how the project meets the environmental and planning priorities of Pierce County or local governments. Points are awarded for properties with priority designations, project size, continuity with other preserved open spaces, and location within an area threatened by development.
3. Matching Funds (15% of points): Sponsors must provide a minimum of 10% of the purchase price of the property interest to qualify for Conservation Futures funding. Additional points are awarded for increasing the match and leveraging other funding sources, such as additional grants or private donations.

Each project application undergoes the following review process:

- The TAC reviews project applications for eligibility, completeness, and accuracy.
- The CAB reviews, scores, and ranks eligible project applications. The CAB sends their ranked recommendations to the County Council for review.
- The County Council reviews the recommendations of the CAB and holds a public hearing to determine which projects will be funded and the final project ranking.

ADMINSTRATIVE GUIDELINES

Match Requirement

A 10% match is required for all projects. Match must be provided through a cash contribution at

the time of closing or a reduction in the purchase price by at least 10% of the appraised value, also known as a bargain sale. The percentage of match established in the project application may not be reduced at the time of closing. The source of matching funds identified in the application may change so long as new match sources are not associated with requirements that are incompatible with protection of the conservation values identified in the application and purposes described in the Agreement to Fund. Proof of availability of matching funds should be provided as soon as possible but prior to closing.

If a sponsor is unable to provide the matching funds identified in their application and the Agreement to Fund in a timely manner, Pierce County reserves the right to withdraw Conservation Futures funding from a project. In these cases, a project may be revisited later in the funding cycle if matching funds become available or a project may be resubmitted in a future grant round when readiness can be demonstrated.

Grant Notification and Agreement

Sponsors will be notified by staff of their selection for Conservation Futures grant funding as soon as possible after adoption of the County Council resolution. Fee simple acquisition projects are expected to obtain an Agreement to Fund in the first year that funding is available. An executed real estate purchase and sale agreement with the property owner is not required prior to obtaining an Agreement to Fund. The Agreement to Fund will include the terms and conditions for release of funding, the amount of the grant, address reimbursement of expenses, and describe the Conservation Futures project, its timeline and budget, roles and responsibilities of the sponsor and the County, and grant deliverables.

When funding is for acquisition of a Conservation Easement, the sponsor must review and coordinate with Conservation Futures staff on all proposed terms and conditions for the Conservation Easement before they can expect to obtain an Agreement to Fund. Conservation Easement terms and conditions should be considered material to the development of an appraisal. Conservation Easement terms and conditions should be approved within the first 16 months of the funding biennium to ensure adequate time for processing of the Agreement to Fund, purchase and sale agreement, and any additional documents required for closing.

Grant Award Modifications

In an effort to advance as many Conservation Futures projects during a grant cycle as possible, it is critical
that sponsors manage their budgets effectively and communicate their progress on projects frequently. In general, projects are expected to be completed in the order in which they are ranked and be in a position to close within the funding biennium. From time to time sponsors may request a project modification. Determinations regarding modification requests are made on a case-by-case basis. There are several common modifications that may be necessary to successfully complete a Conservation Futures project, including but not limited to the following:

1. Reduced project size: If the project size can be reduced while still protecting all of the conservation priorities identified in the application, the grant award will be reduced proportionately to the size of the project.
2. Increase in project acquisition cost: If the appraisal of the property is significantly different than the value anticipated in the grant application, the sponsor may request a 10% increase in the project award to complete the project or resubmit the project for

consideration during a future funding cycle. Any award increase is dependent on the availability of uncommitted funds in the grant round.

3. Increased project size: If the project size can be increased without increasing the grant award and the additional property proposed for acquisition enhances the conservation priorities identified in the application, acquisition of additional property may be considered.

Acquisition Process and Documentation

In many cases, Pierce County has negotiated favorable contracts for professional services on behalf of the Conservation Futures program. Prior to selection of professional services and/or vendors to complete tasks associated with a Conservation Futures project, sponsors are strongly encouraged to contact Conservation Futures staff to determine if there is a preferred vendor and/or rate for a professional service.

The acquisition of real property or property interests must meet the following standards to receive funding.

Title Report and Title Insurance

Pierce County or sponsors will procure a preliminary title report early in the acquisition process for review and approval of the condition of the title. The title should be reviewed for any encumbrances that may jeopardize the purpose of the acquisition project and its use as parkland, timber land, habitat, or agricultural land.

Specifically, sponsors should identify and evaluate title reports for:

- Liens and debts
- Open space classifications that require compensating taxes or notice of continuation
- Surveys of boundaries or other encumbrances, identifying encroachments that need to be resolved
- Easements (e.g., utility, storm water, access, road and benefits to neighboring properties, reciprocal access easements between timber companies, etc.)
- Reservations (e.g., mineral, timber, railroad, hunting, camping, and any other reserved rights)
- As-built plans or other surveyed documents for the built environment
- Clear legal access to the subject property
- Covenants (homeowners associations, development restrictions, etc.)

Sponsors must forward the title report and a title review checklist explaining which encumbrances will be removed and which encumbrances do not jeopardize the project and will be allowed to remain on the title. An updated title report and title insurance must be issued in conjunction with the property transaction.

Appraisal

Pierce County or sponsors must procure an independent appraisal (standard, narrative or M.A.I.) from a Washington State Certified Licensed Appraiser. No appraisal is required for properties assessed at $25,000 or less.

The appraisal must include:

- Legal Description – Include the legal description from the preliminary title report. If only a portion of the ownership listed on the preliminary title report is to be appraised, clearly identify the area to be acquired in the property description.
- Property Description – Include the parcel number(s), acreage to be acquired and a map.
- Property Access – Describe the existing physical access to the property and the location of legal access to the public roadway, if known.
- Ownership and Occupant Information – Include any information you have about the current ownership of the property and any tenants. Note other adjacent property under the same ownership if the acquisition is for less than the entire ownership.
- Preliminary Title Report – Provide a copy of the preliminary title report with existing easements and encumbrances as an appendix.
- Identify the Client – The client must be the sponsor. It cannot include the landowner or other third party unless approved by Pierce County.
- Intended Users – The intended users must always include the client and Pierce County.
- Intended Use – The intended use must include a statement regarding the voluntary acquisition of the identified property.
- Appraisal Standards – Instruct the appraiser that the appraisal is required to comply, at a minimum, with the *Uniform Standards of Professional Appraisal Practice* (USPAP).
- Date of Value – This typically should be the same as the date of the last property inspection unless otherwise instructed or justified.
- Encumbrances – Include encumbrances from the preliminary title report and instruct the appraiser to address whether any of the encumbrances would impact the market value of the property. If the appraiser becomes aware of unrecorded encumbrances through the course of their work, those should also be addressed as to whether they would impact the market value of the property.
- Report Format – The report format must be a self-contained appraisal report.
- Participation in the Appraisal Review Process – The appraiser should be informed that the appraisal report will be reviewed by an independent review appraiser. The appraisal contract should require that the appraiser respond to the review appraiser's inquiries and questions and provide clarifications and corrections as necessary to enhance the credibility of the appraisal report.

The appraisal must have been completed no earlier than one year from the date of the Purchase and Sale Agreement and no earlier than 18 months from the date of closing.

Review Appraisal

A review appraisal will be completed for all Conservation Futures projects. When sponsors have procured an appraisal for a Conservation Futures project, that appraisal will be reviewed by Pierce County's preferred vendor at Pierce County's expense. Review appraisals may be ordered by Conservation Futures staff or by the sponsor so long as they are completed by Pierce County's preferred vendor and the criteria specified below are met. Review appraisals should include, at a minimum, evaluation of:

1) Extraordinary Assumptions – The reviewer must note any extraordinary assumptions in the appraisal and make a determination as to their reasonableness.
2) Hypothetical Conditions – The reviewer must note any hypothetical conditions in the appraisal and make a determination as to their reasonableness.

The reviewer should develop an opinion regarding:

- The completeness of the material under review;
- The apparent adequacy and relevance of the data and the propriety of any adjustments to the data;
- The appropriateness of the appraisal methods and techniques and develop reasons for any disagreements;
- Whether the analysis, opinions, and conclusions are appropriate and reasonable and develop the reasons for any disagreements; and
- Whether the appraisal is compliant with the applicable standards, USPAP or USFLA.

The reviewer should provide a recommendation in accordance with one of the following options:

1. Approval – The appraisal is compliant with the applicable standards and the stated opinion of value is a reliable basis for establishing an offer of just compensation; OR
2. Acceptance with a Revised Value Opinion – The appraisal is compliant with the applicable standards, but the stated opinion of value is not a reliable basis for establishing an offer of just compensation. The reviewer formulates a value opinion based upon adjustments or corrections to the information and analysis contained in the appraisal and/or new information is readily available to the review appraiser within the scope of the original appraisal assignment; OR
3. Rejection – The appraisal is substantially not compliant to applicable standards and the reviewer is unable to formulate a revised opinion of value from the information available. A new appraisal may be required in order to move a project forward if the review appraisal recommends rejection.

Long-Term Obligations

Restrictions on the Property

Pierce County requires all Conservation Futures properties be restricted with a covenant or conservation easement which assures the protection of conservation priorities on the property as identified in the application. The covenant or easement shall be recorded on the title and run with the land in perpetuity. The application must include specific requirements and restrictions related to identified conservation priorities proposed for inclusion in the property management plan or conservation easement. Additional restrictions may be requested or required as a condition of grant funding following application review.

Since the Conservation Futures program is funded by tax dollars, in addition to specific management actions to protect identified conservation priorities it is expected that all projects will be consistent with municipal codes and accepted best conservation and management practices. Sponsors must explain whether the project meets the local Critical Areas Ordinance (CAO) for the intended use of the property. If the property does not meet the CAO currently, the sponsor should outline how the project will meet CAO in the future through additional resource protections and/or restoration or explain how each identified conservation priority will be protected in the future, even if those actions are less restrictive than CAO requirements. According to PCC 2.97.060 E., the CAB may request further conditions be placed on the property to ensure protection of each conservation priority in consultation with the TAC, a resource biologist, or other professional qualified to make such a recommendation.

Unless the County Council has approved active recreational uses on all or a portion of the property, the covenant and property restrictions shall specify that any improvements to a Conservation Futures property shall be limited to those which are passive in nature or related to the regular maintenance or operations of working agricultural and timber lands.

In the case where Pierce County will hold or co-hold a conservation easement, Conservation Futures staff will typically meet directly with the landowner and sponsor to discuss restrictions that will be placed on the property. Meeting with the landowner ensures that all parties are aware of the conservation requirements necessary to achieve the goals and values stated in the application.

Property Management Plan

Sponsors must provide a property management plan within one (1) year of completing the project. The plan must include a detailed description of how the property or property right acquired with Conservation Futures funds will be maintained or stewarded to ensure long-term protection and enhancement of the conservation values identified in the application. The plan should include specific actions that will be implemented to ensure protection and include regular monitoring activities that support ongoing management of the property.

The property management plan should at a minimum include:

- Long-term management goals for the property (i.e., desired future conditions)
- Restoration, enhancement, and development goals (if applicable)
- Monitoring program for the property
- A description of existing or proposed public access opportunities on the property

- Description of the project area, including the following:
    - U.S. Geological Survey quadrant map and county assessor's parcel map
    - Map showing all human-made and natural features
    - Location of public access and use areas
- An implementation timeline and budget that also identifies the source of funding for elements of the plan.

In some cases, Conservation Futures sponsors may be required to attach a specialized management plan for a project. Examples of specialized plans might include a farm management plan when agricultural land is identified as a conservation value in the Conservation Futures application and/or a forest stewardship plan when timber land or forested areas are identified. When specialized plans are required, the Agreement to Fund will provide guidance on the plan requirement. In many cases, these plans can be incorporated into the overall property management plan.

Public Access

Regardless of whether the property is developed, all property acquired with Conservation Futures funding must be open to public use. Public access means that the general public has regular or directed access and use of property acquired in a manner that is compatible with conservation values on the property.

Sponsors will have 90 days from the date of purchase to ensure lands acquired with Conservation Futures funds are open for public access. Providing public access to the site does not mean that sponsors must provide developed facilities or that the entire property must be accessible. Use of undeveloped or partially developed properties may be restricted, with access initially granted at a temporary or interim location pending site development or preparation. However, total exclusion of the public must be avoided. Pierce County may approve a sponsor's request to limit public access on properties to ensure public safety or protect sensitive natural areas or cultural resources on a case-by-case basis.

Acknowledgement and Signage

When sponsors decide to create written materials or erect signage related to a Conservation Futures project, materials must include an acknowledgement of the Conservation Futures funding. Conservation Futures staff will review and approve proposed language describing the program to ensure that it is consistent and accurate.

Acknowledgement may include:

- Prominent placement of a sign on the property. The sponsor may build such signs to harmonize with an existing design standard.
- Recognition in any media or publication developed or modified during or after project implementation.
- Recognition at dedication ceremonies. Conservation Futures staff should be notified at least 30 days before the ceremony if you wish to have a representative present.

Income

The source of any income generated in association with a Conservation Futures funded project must be compatible with the funding source, restrictive covenant or conservation easement, and the Agreement to Fund. User and other fees may be charged in connection with Conservation Future's acquired properties if the fee(s) are consistent with the:

- Value of any services furnished;
- Value of any opportunities furnished; and
- Prevailing range of public fees in the state for the activity involved.

All income and/or fees (including for entrance, leases, timber harvesting, farming, etc.) and total revenue may only be used to offset:

- The sponsor's matching funds;
- The expense of operation, maintenance, stewardship, and monitoring of the property; or
- Capital expenses for development or restoration on the property that is compatible with the funding source and restrictive covenant or conservation easement.

Expense Reimbursement

Eligible expenses for Conservation Futures projects may be incurred by the project sponsor or Pierce County as a project is negotiated and prepared for closing. In the case where sponsors expend their own funds on eligible expenses, reimbursement of expenses may be provided after closing.

Conservation Futures funds may be made available to the title company shortly before closing for the direct costs of property acquisition. Please discuss closing dates with staff to help ensure that grant funds are available when needed.

Eligible Expenses

The following expenses are eligible for reimbursement with Pierce County Conservation Futures funds:

- Costs of acquiring real property or interests in real property
- Cost of appraisal
- Cost of preliminary title reports and title insurance
- Escrow fees/Closing costs
- Recording fees
- Directly related employee/staff time, legal and/or attorney's fees, and administrative costs incurred by non-profit organizations (may not exceed 5% of the Conservation Futures funds contributed toward the purchase price of the project)

Staff Time for Non-Profit Receiving Agencies

Employee time directly related to completing the Conservation Futures project may be reported as a grant
expense. The reportable amount is the employee's regular rate of pay per hour, including taxes and benefits. Taxes and benefits are eligible only if they are paid when they are due.

Overhead may also be reimbursed as a grant expense but may not exceed 25 percent of an employee's combined salary and benefits. For organizations that have contracted out work related to the project that would otherwise be performed by an employee or staff, overhead does not apply. Mileage may be itemized as a direct expense.

All staff time reported as a grant expense must be documented on a timesheet. The timesheet must meet the following standards:

- Include specific dates, hours, and tasks completed associated with the Conservation Futures project.
- Account for the total activity for which employees are compensated.
- Be signed or authorized electronically by the individual employee or by a responsible supervisor having firsthand knowledge of the activities performed by the employee.
- Be prepared at least monthly and coincide with one or more pay periods.
- Must not include budget estimates or other distributions based on a percentage determined before the work was performed.

Reimbursement requests and supporting documentation may be submitted at any time during the project period but must be submitted no later than 45 days after closing. It is important to implement projects in as timely a manner as possible and to bill in a timely manner.

Ineligible Expenses

The following expenses are not eligible for reimbursement with Pierce County Conservation Futures funds:

- Costs associated with hazardous waste or environmental assessments or cleanups
- Structural inspections or repairs
- Real estate excise taxes
- Surveys, boundary line adjustments, or subdivisions
- Initial stewardship
- Signage, equipment, and federal, state, and county permits necessary to complete the project
- Costs billed to another funding source or agency
- Acquisition of real property or interest in real property through exercise of the power of eminent domain
- Costs associated with staff time for lobbying elected officials or their staff

RECORDS RETENTION/ PUBLIC RECORDS ACT

The project sponsor shall retain all books, records, documents, data and other materials relevant to the agreement for a minimum of six (6) years after the completion of the project. Documents related to the expenditure of Conservation Futures funds, including but not limited to purchase and sale contracts, settlement documents, invoices, e-mails, expert reports and/or appraisals, are Public Records subject to disclosure in accordance with the Public Records Act, Ch. 42.56 RCW, if requested by a citizen or entity.

All meetings and activities of the Conservation Futures Citizen Advisory Board are subject to the Open Public Meetings Act, Ch. 42.30 RCW. The public is always invited and encouraged to attend.

WHEN RECORDED RETURN TO:
Pierce County Parks & Recreation Services
ATTN: Conservation Futures Coordinator
9850 64th St W
University Place, WA 98467

WASHINGTON STATE COUNTY AUDITOR'S/RECORDERS INDEXING FORM

Document Title:	Pierce County Conservation Futures Stewardship Agreement and Restrictive Covenants
Grantor:	City of Gig Harbor, a municipal corporation and political subdivision of the state of Washington
Grantee:	Pierce County, a municipal corporation and political subdivision of the state of Washington
Abbreviated Legal:	PTN NE 1/4, SEC 6-21-2E, W.M.
Tax Parcel Number(s):	0221061108

PIERCE COUNTY CONSERVATION FUTURES STEWARDSHIP AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS

THIS PIERCE COUNTY CONSERVATION FUTURES STEWARDSHIP AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") is made and entered into as of the Effective Date (defined in Section 27 below) by and between CITY OF GIG HARBOR, a municipal corporation and political subdivision of the state of Washington (“Grantor") and PIERCE COUNTY, a municipal corporation and political subdivision of the state of Washington ("Pierce County"). Grantor and Pierce County may hereinafter be referred to collectively as "the Parties" or individually as a "Party."

R E C I T A L S

WHEREAS Grantor is sole owner in fee simple of that certain parcel real property in Pierce County, Washington, legally described in **Exhibit A** and depicted in **Exhibit B** attached hereto and by this reference incorporated herein ("Protected Property"); and

WHEREAS the Protected Property includes Pierce County Tax Parcel No. 0221061108, containing approximately 11.5 acres and was previously owned by Paul E. Lyons, Trustee of the Paul E. Lyons Trust created under the Maurice R. Lyons Revocable Trust dated June 30, 1997, and Phyllis I. Lyons, Trustee of the Phyllis I. Lyons Trust dated March 22, 2004; and

WHEREAS the Protected Property contains significant elements, features, attributes and amenities of great importance to Grantor, Pierce County, the people of Pierce County and the state of Washington, described in and designated for protection under chapter 84.34 of the Revised Code of Washington ("RCW") and chapters 2.96 and 2.97 of the Pierce County Code ("PCC") including, without limitation: (a) open spaces; (b) wetlands; (c) streams; and (d) salmonid habitat open space (collectively "Conservation Characteristics"); and

WHEREAS the Parties desire to establish in this Declaration the terms, covenants and conditions under which Grantor shall use and manage the Protected Property and to impose upon the Protected Property such restrictive covenants as are necessary to protect, preserve, maintain, improve, restore, limit the future development and use of and otherwise conserve, in perpetuity, the Protected Property and its Conservation Characteristics.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, Grantor and Pierce County hereby agree as follows:

A G R E E M E N T

1. **Recitals**. The above recitals are true and correct and are incorporated herein by this reference as if fully set forth.

2. **Restrictive Covenants; Purpose**.

2.1 **Restrictive Covenants**. Grantor hereby declares that the terms, covenants and conditions of this Declaration shall, pursuant to Chapter 84.34 RCW and Chapter 2.97 PCC: (a) constitute restrictive covenants and/or equitable servitudes running with the Protected Property in perpetuity in fulfillment of the legal and contractual obligations of Grantor with respect thereto; and (b) forever bind Grantor and its successors-in-interest.

2.2 **Purpose**. The intention and purpose of the Parties (collectively "the Purpose") in executing, delivering and performing this Declaration is: (a) to ensure the Protected Property is held by Grantor and its successors-in-interest in perpetuity as open space land so as to protect, preserve, maintain, conserve, enhance and improve its Conservation Characteristics; and (b) to prevent any use of the Protected Property that will damage or destroy its Conservation Characteristics or prevent their maintenance, restoration or enhancement.

3. **Stewardship**. Grantor agrees for itself and its successors-in-interest to use and manage the Protected Property in perpetuity in accordance with the Purpose, this Declaration and all Applicable Laws (defined in Section 4.1 below).

4. **Obligations to Protect and Provide Public Access - Permitted Uses**.

4.1 **Obligation to Protect**. Grantor shall use the Protected Property in accordance with: (a) all applicable federal, state, county and local laws, rules, regulations and standards (collectively "Applicable Laws"); (b) the Property Management Plan (as defined in and consistent with Section 8 below); and (c) this Declaration; so as to forever protect, preserve, maintain, conserve, enhance and improve the Conservation Characteristics thereof.

4.2 **Obligation to Provide Public Access**. Grantor shall ensure that the Protected Property is opened to public access. Grantor shall identify and submit to Pierce County a map depicting the location of at least one public access opportunity which shall serve as interim access until long-term public access opportunities are developed by Grantor and set forth in the Property Management Plan to be completed by Grantor as set forth in Section 8. Grantor shall permit the public to have regular access to the Protected Property consistent with the requirements of Pierce County Code, the Administrative Guidelines, the Purpose, this Declaration and the Property Management Plan. In the event that the Grantor anticipates submitting a Property Management Plan that will involve limitations on regular public access to protect sensitive natural areas, Grantor shall identify and explain in writing any potential conflicts between providing public access to the Protected Property and restoration activities and other Conservation Futures priorities for the Protected Property and submit Grantor's request for Pierce County's approval of limitations on public access within 120 days of the Effective Date of

this Declaration. At a minimum, public access to the Protected Property shall include, but not be limited to passive recreational activities such as: (a) hiking; (b) wildlife viewing; and (c) nature study. Grantor's obligation to permit access to the Protected Property by the public does not include an affirmative duty to develop parking for vehicles and/or bicycles, restroom facilities or any other facilities or infrastructure.

4.3 **Acknowledgements, Written Materials and Signs**. Grantor may, at its sole cost and expense, elect to create written materials and/or erect signs describing the Protected Property or any past, present or future Conservation Futures projects related thereto. If Grantor shall make such an election, all such written materials and signs shall comply with the Purpose, this Declaration and all Applicable Laws and shall include an express acknowledgement of the role played by the Pierce County Conservation Futures program in acquiring the Protected Property. Grantor shall coordinate with Pierce County regarding language to describe the County's Conservation Futures Program to be included in such express acknowledgments. In addition, all signs placed upon the Protected Property shall be: (a) prominently placed upon Protected Property in full view of the general public; and (b) designed to harmonize with the aesthetic features of the Protected Property.

5. **Obligation to Remove Structures**.

Within 18 months after recording of this Stewardship Agreement, Grantor must complete demolition and removal of all existing structures identified in the Appraisal of the Protected Property by Barbro A. Hines, MAI, SRA in a reported dated July 22, 2022 – and any other structures that may exist on the date of this Stewardship Agreement's recording.

6. **Prohibited Uses and Restrictions on Permitted Uses**.

6.1 **General**. Any use of, or activity on, the Protected Property inconsistent with the Purpose, this Declaration or any Applicable Law is prohibited, and Grantor acknowledges and agrees it will not knowingly conduct, engage in, or permit any such use or activity.

6.2 **No Conversion to Incompatible Uses**. Grantor shall not convert the Protected Property to any residential, commercial or industrial development or use or to any other use that is incompatible with the Purpose, this Declaration or any Applicable Laws.

6.3 **Land Division**. Grantor shall not further subdivide or partition the Protected Property, whether by physical or legal process, including, without limitation: (a) subdivision; (b) short subdivision; (c) platting; (d) binding site plan; (e) testamentary division; or (f) other process by which the Protected Property is divided into lots, or in which title to different portions of the Protected Property are not held in unified ownership (collectively "Land Division"), without the prior written consent of Pierce County, which consent may be granted, withheld, conditioned or delayed by Pierce County in its sole and absolute judgment and discretion, and then only for purposes, and in a manner, consistent with the Purpose, this Declaration and all Applicable Laws.

6.4 **Limitations on Natural Resource Use**.

6.4.1 **Aquatic Products**. Grantor shall not engage in, or permit others to engage in, the commercial production of cultivated marine or freshwater aquatic products.

6.5 **Limitations on Mining**. Grantor shall not conduct, engage in, or permit the commercial mining or commercial extraction of soil, sand, gravel, oil, natural gas, fuel, or any other mineral substance, using any surface mining method. Grantor may conduct or engage in mineral extraction if such extraction is not accomplished by any surface mining method and the method of extraction has a limited, localized impact on the land that does not damage, impair or endanger the Conservation Characteristics of the Protected Property. No extraction permitted pursuant to this Section 6.5 shall occur without prior written notice to and consent of Pierce County and such notice shall include a description of the type of extraction, the areas within which such extraction shall occur, and the anticipated impact thereof.

6.6 **No Significant Erosion or Pollution**. Grantor shall not knowingly engage in any use or activity that causes or is likely to cause significant soil degradation or erosion or significant contamination or pollution of any soils or surface or subsurface waters on the Protected Property.

6.7 **Forest Health and Timber Management**. Grantor may not conduct, engage in, or permit commercial forest management on the Protected Property. Forest management, if any, on the Protected Property shall meet the Pierce County Forest Practices requirements set forth in Title 18H PCC and be identified in the Property Management Plan.

6.8 **Limitations on Waste Disposal**. Grantor shall not accumulate and store ashes, garbage or other waste on the Protected Property. Nor shall Grantor knowingly dispose of or Release (or knowingly permit the disposal or release of) any Hazardous Substance on the Protected Property. The term "Release" shall mean any release, generation, treatment, disposal, dumping, burying, or abandonment. The term "Hazardous Substance" shall mean any substances, materials, or wastes that are hazardous, toxic, dangerous, or harmful or are designated as, or contain components that are, or are designated as, hazardous, toxic, dangerous, or harmful and/or which are subject to regulation as hazardous, toxic, dangerous, or harmful or as a pollutant by any federal, state, or local law, regulation, statute, or ordinance, including, but not limited to, petroleum or any petroleum product. The term "Hazardous Substances" shall not include biosolids, herbicides, pesticides, rodenticides, insecticides, and fertilizers applied in accordance with all Applicable Laws. No storage of Hazardous Substances shall be allowed on the Protected Property.

6.9 **No Compensatory Mitigation**. The creation, enhancement, restoration or preservation of wetlands, fish or wildlife habitat, or other natural resources for the purpose of, directly or indirectly, compensating for or mitigating resource losses or damages in any way associated with actual or potential impacts of development except for impacts caused by Grantor on the Protected Property ("Compensatory Mitigation") is prohibited on the Protected Property. Compensatory Mitigation includes, but is not limited to, mitigation banking, conservation

banking, and any other sale or exchange of mitigation credits based on the creation, restoration, enhancement and/or preservation of such natural resources within the Protected Property.

6.10 **No Agricultural Use; No Horses or Livestock**. Agricultural use of the Protected Property is prohibited. Horses and livestock are prohibited.

6.11 **No Active Recreational Use**. Active recreational use of the Protected Property is prohibited.

7. **Transfers by Grantor**.

7.1 **Definition**. "Transfer" includes, but is not limited to: (a) any sale, grant, lease, hypothecation, encumbrance, assignment or conveyance of the Protected Property, or any portion thereof or interest therein; (b) any transaction the purpose of which is to effect a sale, grant, hypothecation, encumbrance, assignment or conveyance of the Protected Property, or any portion thereof or interest therein; or (c) any legal proceeding the purpose of which is to effect a taking of the Protected Property, or any portion thereof or interest therein. For purposes of this Declaration the term "Grantor" includes any future property owner(s).

7.2 **Limitations on Transfers**. Grantor shall not effect a Transfer except to a city, town, conservation district, federally recognized Indian tribe, metropolitan park district, metropolitan municipal corporation, nonprofit historic preservation corporation as defined in RCW 64.04.130, or nonprofit nature conservancy corporation or association as defined in RCW 84.34.250, without the prior written consent of Pierce County, which consent may be granted, withheld, conditioned or delayed by Pierce County in its sole and absolute judgment and discretion.

7.3 **Notice; Binding Effect**. Grantor shall give Pierce County written notice of not less than SIXTY (60) calendar days and not more than ONE HUNDRED TWENTY (120) calendar days prior to the date of any Transfer. In addition, any deed or other legal instrument effecting a Transfer shall: (a) expressly provide that the new owner of the Protected Property shall be subject to and strictly bound by all of the terms, covenants and conditions of this Declaration; and (b) incorporate therein the terms, covenants and conditions of this Declaration by express reference. The failure of Grantor to perform any act required by this Section 6.3 shall not impair the validity of this Declaration or limit its enforceability in any way.

8. **Property Management Plan**. Grantor shall, within ONE (1) year from the Effective Date, prepare and deliver to Pierce County a comprehensive written plan consistent with the requirements of Pierce County Code and the Administrative Guidelines that describes in detail (a) how Grantor will maintain or steward the Protected Property over time; and (b) how Grantor will implement and monitor activities associated with the Conservation Futures Priorities described in Grantor's application for Conservation Futures Funding (hereinafter "Property Management Plan").

The Property Management Plan shall address, at a minimum, the following:

8.1 Long-term management goals for the Protected Property and measures to protect the stream integrity including but not limited to restricting public access, signage, fencing and or maintenance of existing riparian vegetation (desired future conditions);

8.2 Removal of culvert on North Creek to improve fish passage and removal of invasive species and illegal dumping;

8.3 Activities related to goal of restoring critical salmonid habitat, including development of a site restoration design plan;

8.4 Program for monitoring the Protected Property in perpetuity in accordance with the standards and practices of the Land Trust Alliance;

8.5 Plan for passive public access opportunities on the Protected Property compatible with stream and riparian restoration and natural resources protection, including installation of a salmon viewing spur, a loop trail with interpretive and educational signage and excluding horses;

8.6 Maps including: (i) a U.S. Geological Survey quadrant map or recent aerial photo and county assessor's parcel map; (ii) a map showing all human-made and natural features; and (iii) the location of public access and use areas.

8.7 Implementation timeline and budget that identifies the source of funding for elements of the Plan.

9. **Maintenance; Reporting**.

9.1 **Maintenance**. Grantor shall, at its sole cost and expense, keep and maintain the Protected Property, together with any improvements or alterations in, on, under or about the Protected Property, in a good and sound state of repair and in a neat, clean, safe and sanitary condition in accordance with the Purpose, all Applicable Laws and this Declaration.

9.2 **Reporting**. Grantor shall, at least once every THREE (3) years from the Effective Date, issue to Pierce County a comprehensive written report documenting the then physical condition of the Protected Property, any improvements or alterations to the Protected Property, and compliance with Section 4.1 above.

10. **Pierce County's Rights**. To accomplish the Purpose, Pierce County shall have the following rights under this Declaration:

10.1 **Protection**. Pierce County shall have the right to identify, protect, preserve, maintain, improve, restore and conserve, in perpetuity, the Conservation Characteristics of the Protected Property.

10.2 **Access**. To enter upon the Protected Property at such other times as are necessary if there is reasonable cause to believe that a violation of this Declaration is occurring,

solely for the purposes of enforcing the provisions of this Declaration. Prior to entry, Pierce County shall provide notice to Grantor and shall describe the reasonable cause to believe that a violation is occurring on the Protected Property.

10.3 **Uses and Practices**. To enter upon, inspect, observe and study the Protected Property, with such persons as Pierce County may require, at mutually agreeable dates and times and upon prior notice of not less than THIRTY (30) calendar days to Grantor, solely for the purposes of: (a) identifying the current uses and practices on the Protected Property and the condition of the Protected Property; and (b) monitoring the uses and activities on the Protected Property to determine whether they are consistent with the Purpose. For each such entry, Grantor shall have the right to designate an individual to accompany Pierce County during its inspections, observations and studies.

10.4 **Natural Events**. To enter upon the Protected Property, at a mutually agreeable date and time and upon prior notice to Grantor, to inspect the Protected Property after major natural events occur, such as fires, windstorms, and floods.

10.5 **No Material Interference**. Pierce County shall exercise its rights in compliance with all Applicable Laws and in a manner that will not materially disturb or interfere with Grantor's rights hereunder or its quiet enjoyment of the Protected Property.

10.6 **Consent**. Grantor shall not unreasonably withhold or delay its consent to dates and times of access proposed by Pierce County.

10.7 **Prevention and Restoration**. Pierce County shall have the right to prevent, or cause Grantor to prevent, any use of, or activity on, the Protected Property that is inconsistent with the Purpose, this Declaration or any Applicable Laws, and shall have the right to cause to be undertaken the restoration of such areas or features of the Protected Property as may be materially damaged by activities contrary to the provisions hereof.

10.8 **Assignment or Conveyance**. Pierce County shall have the right in its sole and absolute judgment and discretion to assign, convey or otherwise transfer its right, title and interest in and to the Protected Property under this Declaration to a city, town, metropolitan park district, metropolitan municipal corporation, nonprofit historic preservation corporation as defined in RCW 64.04.130, or nonprofit nature conservancy corporation or association as defined in RCW 84.34.250, without the prior consent of Grantor. In the event of any such assignment, conveyance or transfer, Pierce County shall have absolutely no further liability with respect to the Protected Property or to Grantor under this Declaration except as to matters of liability that have accrued and remain unsatisfied. Pierce County's successor-in-interest shall have all rights of Pierce County hereunder.

11. **Dispute Resolution**.

11.1 **Preventive Discussions**. Except in circumstances contemplated in Section 11, Grantor and Pierce County shall endeavor to resolve any dispute regarding the interpretation of the terms of this Declaration first through a discussion between the

Representatives of the Parties identified in this Section 10, then escalated to each Party's respective Executive if the dispute has not been resolved within ten (10) business days. Grantor and Pierce County shall promptly give the other Party notice of problems or concerns arising in connection with the others' actions under this Declaration or the use of or activities or conditions on the Protected Property, and shall meet as needed, but no later than THIRTY (30) calendar days after receipt of a written request for a meeting.

11.2 **Mediation**. If the Parties disagree as to the consistency of any proposed use or activity with the Purpose, this Declaration or any Applicable Laws, and the Parties are unable to resolve such disagreement through unassisted preventive discussions between themselves, and if Grantor agrees not to proceed with the use or activity pending resolution of the dispute, Grantor and Pierce County shall refer the dispute to mediation by request made in writing upon the other. Within TEN (10) business days of the receipt of such a request, the Parties shall select a single impartial mediator. Mediation shall then proceed in accordance with the following guidelines:

11.2.1 **Purpose**. The purpose of the mediation is to: (a) promote discussion among the Parties; (b) assist the Parties to develop and exchange pertinent information concerning the issues in dispute; and (c) assist the Parties to develop proposals which enable them to arrive at a mutually acceptable resolution of the controversy. The mediation is not intended to result in any express or de facto modification or amendment of the terms, covenants or conditions of this Declaration.

11.2.2 **Participation**. The mediator may meet with the Parties and their counsel jointly or ex parte. The Parties agree that they will participate in the mediation process in good faith and expeditiously, attending all sessions scheduled by the mediator. Representatives of the Parties with settlement authority will attend mediation sessions as requested by the mediator.

11.2.3 **Confidentiality**. All information presented to the mediator shall be deemed confidential and shall be disclosed by the mediator only with the consent of the Parties or their respective legal counsel. The mediator shall not be subject to subpoena by any Party. No statements made or documents prepared for mediation sessions shall be construed as an admission of a party. Provided, however, this provision relating to confidentiality shall not be construed to constrain Pierce County's compliance with the Washington State Public Records Act nor to create any obligation for Pierce County to ensure the nondisclosure of records that may be required to be disclosed pursuant to the Washington State Public Records Act.

11.2.4 **Time Period**. Neither Party shall be obligated to continue the mediation process beyond a period of SIXTY (60) calendar days from the date of receipt of the initial request or if the mediator concludes that there is no reasonable likelihood that continuing mediation will result in a mutually agreeable resolution of the dispute.

11.2.5 **Costs**. The costs mediation services shall be borne equally by the Parties. The Parties shall bear their own expenses, including attorney's fees, individually.

11.3 **Arbitration**. The Parties may, but are not required to, submit disputed matters to binding arbitration. In the event that one Party wishes to request that a disputed matter be submitted to binding arbitration, such Party shall provide notice in writing of its request and propose the rules for arbitration to be applied. Arbitration may take place only upon mutual agreement of the Parties with regard to the arbitrator, deadline for arbitration, and applicable rules for arbitration.

11.4 **Representatives**. The following shall be each Party's Representatives for purposes of initiating Preventive Discussions:

Pierce County:
Kimberly Freeman, Resource Stewardship Superintendent
9850 64th St W
University Place, WA 98467
Telephone: 253-798-4009
Email: kimberly.freeman@piercecountywa.gov

City of Gig Harbor:
Attn: Jeff Langhelm, Public Works Director
3510 Grandview Street
Gig Harbor, WA 98335
Telephone: 253-853-7638
Email: JLanghelm@gigharborwa.gov

12. **Pierce County's Remedies**.

12.1 **Notice of Non-Compliance**. If Pierce County determines Grantor is in violation of the terms of this Declaration or that a violation is likely to occur, Pierce County shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Protected Property resulting from any use or activity inconsistent with this Declaration, to restore the portion of the Protected Property so injured to its prior condition in accordance with a plan to which Pierce County has given consent.

12.2 **Grantors' Failure to Respond**. Pierce County may bring an action as provided in Section 12.3 below if Grantor: (a) fails to cure the violation within NINETY (90) calendar days after receipt of notice thereof from Pierce County; (b) under circumstances where the violation cannot reasonably be cured within the NINETY (90) calendar day period, fails to begin curing such violation within the NINETY (90) calendar day period; or (c) fails to continue diligently to cure such violation until finally cured.

12.3 **Pierce County's Action**. Pierce County may bring an action at law or in equity, or both, in a court of competent jurisdiction to enforce the terms of this Declaration, to enjoin the violation, as allowed under the applicable civil rules, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this

Declaration or injury to any of the Conservation Characteristics protected hereby, including damages for the loss thereof; and to require the restoration of the Protected Property to the condition that existed prior to any such injury. Without limiting Grantor's liability therefor, Pierce County, acting in its sole and absolute judgment and discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Protected Property. All such actions for injunctive relief may be taken without Pierce County being required to post bond or provide other security.

12.4 **Immediate Action Required**. Notwithstanding any other provision of this Declaration to the contrary, if Pierce County, acting in its sole and absolute judgment and discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Characteristics, Pierce County may pursue its remedies under this Section 12 without prior notice to Grantor, without participation in dispute resolution as provided in Section 11 above, or without waiting for the period provided for cure to expire.

12.5 **Nature of Remedy**. Pierce County's rights under this Section 12 apply equally in the event of either actual or threatened violations of the terms of this Declaration. Grantor acknowledges and agrees Pierce County's remedies at law for any violation of the terms of this Declaration are inadequate and that Pierce County shall be entitled to the injunctive relief described in this Section 12 both prohibitive and mandatory, in addition to such other relief to which Pierce County may be entitled, including specific performance of the terms of this Declaration, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Pierce County's remedies described in this Section 12 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

12.6 **Damages**. Inasmuch as the actual damages to the Conservation Characteristics that could result from a breach of this Declaration by Grantor would be impractical or extremely difficult to measure, the Parties agree that the money damages to which Pierce County is entitled shall be the higher of: (a) the amount of economic gain realized by Grantor from violating the terms of this Declaration; or (b) the cost of restoring any Conservation Characteristics that have been damaged by such violation. If Pierce County chooses the second of these two measures, Grantor agrees to allow Grantee and its agents or contractors, to enter upon the Protected Property and conduct restoration activities.

12.7 **Pierce County's Discretion**. Enforcement of the terms of this Declaration shall be at the discretion of the Pierce County and any forbearance by Pierce County to exercise its rights under this Declaration in the event of any breach of any of the terms, covenants or conditions hereof by Grantor shall not be deemed or construed to be a waiver by Pierce County of such term, covenant or condition or of any of Pierce County’s rights hereunder. No delay or omission by in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

13. **Fees and Charges**. If Grantor elects to charge user or other types of fees in connection with the public use of the Protected Property, fees and charges shall be commensurate with the value of the recreational services or opportunities furnished and are

within the prevailing range of public fees and charges within the state of Washington for the particular activity involved.

14. **Indemnification**. Grantor, for itself, its successors and assigns, shall defend, indemnify and forever hold Pierce County, and its elected and appointed officials, employees and agents, harmless to the maximum extent allowed by law from and against any and all liabilities, claims, demands, suits, judgments, costs and attorney fees of any kind, type or nature whatsoever arising out of or relating in any way relating to the Protected Property or to the subject matter of this Declaration.

15. **Representations and Warranties**.

15.1 **By Grantor**. Grantor represents and warrants to Pierce County that, as of the Effective Date, the following statements are true and correct:

15.1.1 **Authority**. Grantor has full power and authority to execute and deliver this Declaration and the individual(s) who execute and deliver this Declaration are duly authorized to do so;

15.1.2 **Litigation**. There are no actions, suits or proceedings pending or threatened against Grantor before any court or administrative agency which might result in Grantor being unable to perform its obligations under this Declaration; and

15.1.3 **No Other Representations or Warranties**. Other than as expressly set forth in this Section 14.1, Grantor makes no representations or warranties of any kind, type or nature whatsoever with respect to the Protected Property or the subject matter of this Declaration.

15.2 **By Pierce County**. Pierce County represents and warrants to Pierce County that, as of the Effective Date, the following statements are true and correct:

15.2.1 **Authority**. Pierce County has full power and authority to execute and perform this Declaration, and the individuals who execute and deliver this Declaration are duly authorized to do so;

15.2.2 **Litigation**. There are no actions, suits or proceedings pending or threatened against Pierce County before any court or administrative agency which might result in Pierce County being unable to perform its obligations under his Declaration;

15.2.3 **No Other Representations or Warranties**. Other than as expressly set forth in this Section 15.2, Pierce County makes no representations or warranties of any kind, type or nature whatsoever with respect to the Protected Property or the subject matter of this Declaration.

16. **Notices**. Notices required or desired to be given under this Declaration shall be in writing addressed to the Notice Representative and sent by either: (a) United States mail, return

receipt requested; (b) recognized overnight express service which customarily maintains a contemporaneous permanent delivery record; or (c) such other address or addresses designated in writing from time to time by the method provided in this Section. The notice shall be deemed delivered on the earlier of: (a) Three (3) business days from deposit in the United States mail; or (b) the delivery date as shown in the regular business records of the overnight courier service. Notices shall be addressed as follows:

To Notice Representative for Grantor:

City of Gig Harbor
Attn: City Legal Counsel
3510 Grandview Street
Gig Harbor, WA 98335
Telephone: 253-853-7638

To Notice Representative for Pierce County:

Pierce County Parks & Recreation Services
Attn: Resource Stewardship Division-Conservation Futures Program
9850 64th St W
University Place, WA 98467

Copy to: Pierce County Prosecuting Attorney/Civil Division
930 Tacoma Avenue South, Room 946
Tacoma, WA 98402

Any Party, by written notice to the other in the manner herein provided, may designate an address different from that set forth above. Any notices sent by a Party's attorney on behalf of such Party shall be deemed delivered by such Party. NOTICE: Any electronic mail addresses provided above are for convenience only and are not valid for purposes of providing notices under this Declaration.

17. **Attorney Fees; Venue**. The substantially prevailing party in any action or proceeding between the Parties for the enforcement of this Declaration shall be entitled to recover costs and reasonable attorney fees including, without limitation, reasonable attorney fees and expenses incurred in appellate proceedings, and expenses for witnesses (including expert witnesses), in addition to all other relief to which it may be entitled. The venue of any action arising out of or relating to this Declaration shall be in the Superior Court of Pierce County, Washington.

18. **Negotiation**. This Declaration was negotiated by the Parties with the assistance of their own legal counsel and shall be construed according to its fair meaning and not strictly for or against either Party.

19. **Construction and Interpretation**. This Declaration shall be construed and interpreted in accordance with the laws of the state of Washington so as to restrict use of the Protected Property to such activities that are consistent with the Purpose, the terms of this Declaration and all Applicable Laws.

20. **Time**. Time is of the essence of this Declaration and of every term and provision hereof.

21. **Entire Agreement**. This Declaration constitutes the entire agreement of the Parties with respect to the subject matter of this Declaration and supersedes all written or oral agreement or understandings, if any. This Declaration may be modified only in writing signed by both Parties.

22. **Date of Performance**. If the date of any performance under this Declaration falls on a weekend or holiday, the time shall be extended to the next business day.

23. **Cost of Performance**. Except as otherwise expressly provided in this Declaration, all covenants, agreement and undertakings of a Party shall be performed at sole cost and expense of that Party without a right of reimbursement or contribution from the other Party.

24. **Binding Effect**. The terms, covenants, conditions and restrictions of this Declaration shall be binding upon and shall inure to the benefit of Grantor and Pierce County and their respective successors-in-interest in perpetuity.

25. **Invalid Provision**. If any provision of this Declaration is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Declaration shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Declaration; and the remaining provisions of this Declaration shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provision or by its severance from this Declaration.

26. **Recording**. This Declaration shall be recorded in its entirety with the Auditor of Pierce County, Washington.

27. **Effective Date**. "Effective Date" shall mean the date upon which the Pierce County Executive (who shall be last person to sign) shall have executed this Declaration as indicated opposite her name below.

28. **List of Exhibits.**

28.1 **Exhibit A** – Legal Description of Protected Property

28.2 **Exhibit B** – Site Map of Protected Property

[SIGNATURES & ACKNOWLEDGEMENS APPEAR ON FOLLOWING PAGES]

GRANTOR'S SIGNATURE PAGE

City of Gig Harbor, a municipal corporation and political subdivision of the state of Washington:

By: _____
Printed Name: Tracie Markley
Title: Mayor
Date: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2023, before me, the undersigned, a notary public in and for the state of Washington, duly commissioned and sworn, personally appeared Tracie Markley known to me to be the Mayor of the City of Gig Harbor, a municipal corporation and political subdivision of the state of Washington, who executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____
NOTARY SIGNATURE
PRINTED NAME _____
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,
RESIDING AT _____
MY COMMISSION EXPIRES _____

PIERCE COUNTY'S SIGNATURE PAGE

PIERCE COUNTY, a municipal corporation and political subdivision of the state of Washington:

_____
Pierce County Executive Date

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

On this ____ day of _____, 2023, before me, the undersigned, a notary public in and for the state of Washington, duly commissioned and sworn, personally appeared BRUCE F. DAMMEIER , known to me to be the executive of PIERCE COUNTY, a municipal corporation and political subdivision of the state of Washington, who executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____
NOTARY SIGNATURE
PRINTED NAME _____
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,
RESIDING AT _____
MY COMMISSION EXPIRES _____

EXHIBIT A
Legal Description of Protected Property

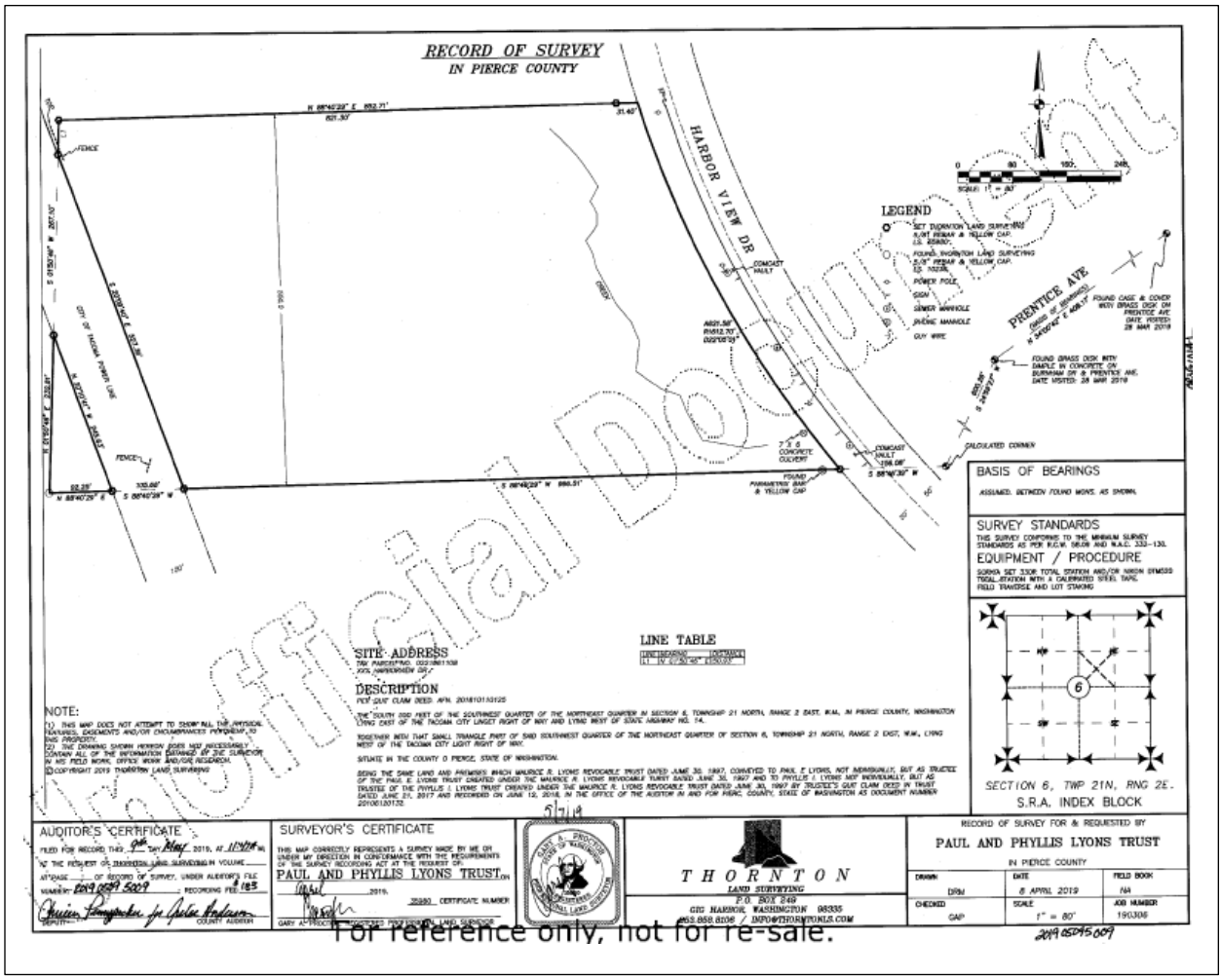
THE SOUTH 550 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER IN SECTION 6, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M., IN PIERCE COUNTY, WASHINGTON, LYING EAST OF THE TACOMA CITY LIGHT RIGHT OF WAY AND LYING WEST OF STATE HIGHWAY NO. 14.

TOGETHER WITH THAT SMALL TRIANGLE PART OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M., LYING WEST OF THE TACOMA CITY LIGHT RIGHT OF WAY.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

XXX Harborview Drive, Gig Harbor, WA
Tax Parcel Account No.: 0221061108

EXHIBIT B
Site Map of Protected Property



City of Gig Harbor
City Council Meeting Agenda Bill

Meeting Date: February 27, 2023

SUBJECT: Resolution 1271 Expressing the City's Support of a Pierce County Village Project

SUBMITTED BY: Josh Stecker, City Clerk
DEPARTMENT: Administration **PHONE:** 853-7613

SUGGESTED MOTION: Move to approve Resolution 1271

BACKGROUND INFORMATION: The Tacoma Rescue Mission has reached out to the City to ask for support in its efforts to obtain federal appropriations to fund a Pierce County Village Project. This project is being undertaken in cooperation with Pierce County and other community partners.

Pierce County Village will be patterned after the Community First Village near Austin, Texas, to address the need for permanent housing for the chronically homelessness in Pierce County. The Village will accommodate living units, support buildings and on-site employment.

The resolution will authorize the Mayor, City Administrator and councilmembers to convey the City's support for this project and assist in the Tacoma Rescue Mission's efforts to secure funding.

FISCAL CONSIDERATION: None.

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: None.

ATTACHMENTS: Resolution 1271

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

RESOLUTION 1271

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, EXPRESSING THE CITY'S SUPPORT OF A PIERCE COUNTY VILLAGE PROJECT

WHEREAS, The Pierce County Executive, Council, and a number of community leaders are working to establish a Pierce County Village as a planned community of microhomes, work opportunities, and onsite mental health care; and

WHEREAS, a Pierce County Village will be patterned after the stunningly successful Community First Village near Austin, Texas, to address the biggest challenge to homelessness in Pierce County: permanent housing for the chronically homeless; and

WHEREAS, Pierce County lacks the necessary housing for this group who overwhelmingly populate our streets, encampments, and shelters because they are the most challenging to permanently house successfully; and

WHEREAS, the Tacoma Rescue Mission, in collaboration with Pierce County and other partners, is actively pursuing funding opportunities, including requesting federal appropriations; and

WHEREAS, the Gig Harbor City Council wishes to encourage and support all efforts to combat homelessness in our community;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Gig Harbor:

Section 1. The City Council expresses its strong support for a Pierce County Village project.

Section 2. The City Council hereby authorizes the Mayor to prepare letters stating the City's support for a Pierce County Village project to be sent to Pierce County's representatives in the federal government and to any other agencies that may be able to support the project.

Section 3. The Mayor, City Administrator and councilmembers are hereby authorized and encouraged to engage with representatives, governing bodies, organizations, and individuals to convey a message of support for a Pierce County Village project on behalf of the City.

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

Tracie Markley
Mayor

Attest:

Joshua Stecker, CMC
City Clerk

City of Gig Harbor
City Council Meeting Agenda Bill

Meeting Date: February 27, 2023

SUBJECT: First Reading and Adoption of Ordinance 1509 Amending the City's Personnel Salary Schedule

SUBMITTED BY: Shannon Costanti, HR Director
DEPARTMENT: Human Resources **PHONE:** 253-851-5039

SUGGESTED MOTION: Move to approve Ordinance 1509.

BACKGROUND INFORMATION: The City currently has a vacancy for a Human Resources Analyst. Upon review of the job description for the position, staff feels that the job title "Human Resources Generalist" more accurately reflects the duties of the position and will benefit the city in recruitment for the vacancy.

The recommended job title change does not include a change to the salary range. Ordinance 1509 only changes the job title from "Human Resources Analyst" to "Human Resources Generalist." All other positions and salary ranges remain unchanged from the salary schedule adopted with the 2023-24 Budget.

FISCAL CONSIDERATION: No budget allocation amendments are required for this salary adjustment.

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: N/A

ATTACHMENTS: Ordinance 1509

STRATEGIC PLAN PRIORITY: Foster a healthy City organization

ORDINANCE 1509

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, AMENDING THE CITY'S PERSONNEL SALARY SCHEDULE; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council adopted the 2023-24 Budget and Salary Schedule through Ordinance 1502 on November 28, 2022; and

WHEREAS, it is necessary and appropriate to establish the salary schedule for employees of the City of Gig Harbor by ordinance; and

WHEREAS, pursuant to RCW 35A.11.020, the City Council has the power to fix the compensation and working conditions of its officers and employees; and

WHEREAS, the City recognizes that remaining the position of "Human Resources Analyst" to "Human Resources Generalist" more accurately reflects the duties of that job title;

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

Section 1. Exhibit B of Ordinance 1502, which adopted the 2023 Salary Schedules shall be replaced with the salary schedules attached to this ordinance as Exhibit A.

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 five (5) 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 27th day of February, 2023.

_____
Tracie Markley
Mayor

Approved as to form:

_____
Daniel Kenny
City Attorney

Attest:

_____
Joshua Stecker, CMC
City Clerk

EXHIBIT A
SALARY SCHEDULES

2023 Executive Positions (Exempt)

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5
City Administrator	$165,116	$173,372	$182,040	$191,142	$200,700
City Attorney	$151,319	$158,885	$166,829	$175,171	$183,929
Chief of Police	$142,418	$149,539	$157,016	$164,867	$173,110
Finance Director	$133,517	$140,193	$147,202	$154,563	$162,291
Public Works Director	$133,517	$140,193	$147,202	$154,563	$162,291
Community Development Director	$133,517	$140,193	$147,202	$154,563	$162,291
Human Resources Director	$127,108	$133,463	$140,137	$147,143	$154,501
Police Lieutenant	$127,108	$133,463	$140,137	$147,143	$154,501
Assistant City Attorney	$104,143	$109,350	$114,818	$120,559	$126,586
City Clerk	$95,687	$100,471	$105,495	$110,770	$116,308
Human Resources Generalist	$80,286	$84,300	$88,515	$92,941	$97,588

2023 Non-Represented Non-Supervisory Personnel

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Assistant City Clerk	$79,213	$81,787	$84,446	$87,190	$90,024	$92,949	$95,970	$99,089
Human Resources Assistant	$54,168	$55,928	$57,746	$59,623	$61,561	$63,561	$65,627	$67,760

2022 Police Personnel (Local 117) *Currently under Negotiations*

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5
Police Sergeant	$104,196	$109,404	$114,876	$120,624	
Police Officer	$78,900	$82,836	$86,976	$91,332	$95,892

2023 Supervisor Unit (Local 313)

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
City Engineer	$108,797	$112,333	$115,984	$119,753	$123,645	$127,664	$131,813	$136,097
Information Systems Manager	$108,797	$112,333	$115,984	$119,753	$123,645	$127,664	$131,813	$136,097
Building Official / Fire Marshal	$104,164	$107,549	$111,045	$114,654	$118,380	$122,227	$126,200	$130,301
Parks Manager	$96,598	$99,737	$102,979	$106,326	$109,781	$113,349	$117,033	$120,837
Principal Planner	$96,598	$99,737	$102,979	$106,326	$109,781	$113,349	$117,033	$120,837
Tourism & Communications Director	$94,223	$97,285	$100,447	$103,712	$107,082	$110,562	$114,156	$117,866
Court Administrator	$93,505	$96,544	$99,682	$102,921	$106,266	$109,720	$113,286	$116,968
Public Works Superintendent	$93,020	$96,043	$99,165	$102,387	$105,715	$109,151	$112,698	$116,361
Wastewater Superintendent	$93,020	$96,043	$99,165	$102,387	$105,715	$109,151	$112,698	$116,361

2023 New/Reclassed Positions *Wages Pending*

Job Title	Steps TBD
Engineering Project Manager	
Housing, Health & Human Services Manager	
NPDES Coordinator - Stormwater	
Risk & Safety Officer	
Water Operator Series	
Wastewater Lead Operator	
Wastewater Operator Series	

2023 Non-Supervisory Personnel (Local 117)

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Senior Engineer	$98,239	$101,432	$104,728	$108,132	$111,646	$115,275	$119,021	$122,889
Associate Engineer	$90,850	$93,803	$96,851	$99,999	$103,249	$106,604	$110,069	$113,646
Project Engineer	$90,850	$93,803	$96,851	$99,999	$103,249	$106,604	$110,069	$113,646
Senior Accountant	$90,618	$93,563	$96,604	$99,744	$102,985	$106,332	$109,788	$113,356
Senior Planner	$90,565	$93,508	$96,547	$99,685	$102,925	$106,270	$109,724	$113,290
Infrastructure Systems Engineer	$81,730	$84,386	$87,129	$89,960	$92,884	$95,903	$99,020	$102,238
Assistant Building Official / Fire Marshal	$80,084	$82,687	$85,374	$88,149	$91,014	$93,971	$97,026	$100,179
Field Supervisor	$80,084	$82,687	$85,374	$88,149	$91,014	$93,971	$97,026	$100,179
Construction Supervisor	$80,084	$82,687	$85,374	$88,149	$91,014	$93,971	$97,026	$100,179
Senior Wastewater Operator	$75,397	$77,847	$80,377	$82,990	$85,687	$88,472	$91,347	$94,316
GIS Coordinator	$73,772	$76,170	$78,645	$81,201	$83,840	$86,565	$89,378	$92,283
Payroll / Benefits Administrator	$73,572	$75,963	$78,432	$80,981	$83,613	$86,330	$89,136	$92,033
Associate Planner	$72,462	$74,817	$77,249	$79,759	$82,351	$85,028	$87,791	$90,644
Construction Inspector	$70,699	$72,997	$75,369	$77,819	$80,348	$82,959	$85,655	$88,439
Building Inspector / Plans Reviewer	$70,699	$72,997	$75,369	$77,819	$80,348	$82,959	$85,655	$88,439
Code Enforcement Officer	$69,644	$71,907	$74,244	$76,657	$79,149	$81,721	$84,377	$87,119
Executive Assistant	$69,644	$71,907	$74,244	$76,657	$79,149	$81,721	$84,377	$87,119
Mechanic	$68,367	$70,589	$72,883	$75,252	$77,697	$80,223	$82,830	$85,522
Wastewater Operator	$67,449	$69,641	$71,904	$74,241	$76,654	$79,145	$81,718	$84,373
Engineering Technician	$66,899	$69,073	$71,318	$73,636	$76,029	$78,500	$81,051	$83,685
Building Maintenance Technician	$66,362	$68,519	$70,746	$73,045	$75,419	$77,870	$80,401	$83,014
Information Systems Assistant	$65,444	$67,571	$69,767	$72,034	$74,376	$76,793	$79,288	$81,865
Wastewater Operator in Training (OIT)*	$65,326							
Wastewater Collection Systems Tech II	$63,088	$65,138	$67,255	$69,441	$71,698	$74,028	$76,434	$78,918
Assistant Planner	$62,889	$64,933	$67,043	$69,222	$71,472	$73,795	$76,193	$78,669
Permit Coordinator	$62,889	$64,933	$67,043	$69,222	$71,472	$73,795	$76,193	$78,669
Finance Technician	$61,317	$63,310	$65,367	$67,492	$69,685	$71,950	$74,288	$76,703
Utility Billing Technician	$61,317	$63,310	$65,367	$67,492	$69,685	$71,950	$74,288	$76,703
Planning Technician	$61,000	$62,983	$65,029	$67,143	$69,325	$71,578	$73,904	$76,306
Administrative Assistant	$59,626	$61,564	$63,565	$65,631	$67,764	$69,966	$72,240	$74,588
Community Development Assistant	$59,626	$61,564	$63,565	$65,631	$67,764	$69,966	$72,240	$74,588
Public Works Assistant	$59,626	$61,564	$63,565	$65,631	$67,764	$69,966	$72,240	$74,588
Judicial Specialist	$56,461	$58,296	$60,191	$62,147	$64,167	$66,252	$68,405	$70,628
Property & Evidence Technician	$56,133	$57,957	$59,841	$61,786	$63,794	$65,867	$68,008	$70,218
Police Services Specialist	$51,564	$53,240	$54,970	$56,757	$58,601	$60,506	$62,472	$64,503
Court Clerk	$50,866	$52,519	$54,226	$55,988	$57,808	$59,687	$61,627	$63,629
Custodian	$50,687	$52,334	$54,035	$55,791	$57,605	$59,477	$61,410	$63,406
Public Works Clerk	$50,656	$52,302	$54,002	$55,757	$57,569	$59,440	$61,372	$63,367
Community Development Clerk	$50,656	$52,302	$54,002	$55,757	$57,569	$59,440	$61,372	$63,367
Laborer	$48,133	$49,697	$51,312	$52,980	$54,702	$56,480	$58,315	$60,211

**OIT is an automatic progression into WWTP Operator once employee receives Group 1 Certification.*

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Maintenance Technician	$59,179	$61,102	$63,088	$65,139	$67,256	$69,441	$71,698	$74,028	$76,434	$78,918

The parti+A1:K104es agree to continue the combination of Maintenance Technician I and II ranges. Employees will not be able to exceed the mid-range of this classification until they have been with the City for at least 5 years and have achieved goals, licenses and/or certifications. This classification requires CDL Class B license with a Tanker Endorsement. Employees who do not have the required license must obtain it within 18 months.

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. 23	5:00pm	Design Review Board	CANCELLED
M	Feb. 27	5:30pm	City Council	• *See Agenda*
W	Mar. 1	5:30pm	Parks Commission	
TH	Mar. 2	3:00pm	City Council Study Session	Wastewater Comp Plan Tech Amendments: • Jarzynka SFR • Mallards Landing Lot 7 • Rosedale Preliminary Plat • Harbor Run Commercial Fishing Pavers at Ancich Park Gig Harbor Boatshop Lease
TH	Mar. 2	5:30pm	Planning Commission	Tree Ordinance Study Session, CAP Engagement Plan & Schedule
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	CANCELLED
SA	Mar. 11	9:00am	City Council Retreat	
M	Mar. 13	5:30pm	City Council	Presentations: • Make Gig Harbor Green – Lighthouse Christian School Student Drew Dabbs Consent: • Department of Enterprise Services Funding Approval – Civic Center Investment Grade Audit • Contract Extension with Uptown Animal Hospital • Professional Services Contract for Civic Center HVAC Investment Grade Audit Proposal New Business: • Agreement to Replace Commercial Fishing Pavers at Ancich Park • Professional Services Contract for North Creek Culvert Replacement Design and Permitting
TH	Mar. 16	3:00pm	City Council Study Session	Arts Commission Appointee Introductions Parks Commission Appointee Introductions Presentation from Junior Sail Program Masonic Lodge Structural Analysis Code Enforcement Program Discussion Parks Bond Funding Support for the Wastewater Nutrient Modeling (UWs Puget Sound Institute)
TH	Mar. 16	5:30pm	Planning Commission	Tree Ordinance Study Session

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	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 • Council Committee Assignments 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 • 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 Impact Fee Reports Proposal for Above-Ground Fuel Storage Tanks at the Operations Center Active CIP Update
M	Apr. 10	5:30pm	City Council	Consent: • Amendment to Lease with Skansie Netshed Foundation New Business: • First Reading of Ordinance XXXX Stormwater Manual Adoption • Professional Services Contract for Soundview Drive Water Main Replacement • Lease (Amendment) with Gig Harbor BoatShop
TH	Apr. 13	3:00pm	City Council Study Session	
M	Apr. 24	5:30pm	City Council	Old Business: • Second Reading of Ordinance XXXX Stormwater Manual Adoption 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
M	May 8	5:30pm	City Council	Presentation: Downtown Waterfront Alliance Annual Report
TH	May 11	3:00pm	City Council Study Session	

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*

Adopted by Resolution 1237 on March 28, 2022

**Action not funded in 2022 Budget*