

AGENDA
GIG HARBOR CITY STUDY SESSION
Thursday, June 30, 2022 – 2:00 p.m.
Virtual Meeting

*This meeting may be accessed through Zoom
at <https://zoom.us/j/93216056382> or by calling (253) 215-8782 and entering
Meeting ID 932 1605 6382.*

CALL TO ORDER/ROLL CALL

DISCUSSION ITEMS

1. Pleasurecraft Marina Easements - Public Works Director Jeff Langhelm

Documents:

[STAFF MEMO Pleasurecraft Marina Easements.pdf](#)

2. Appointment Process for Advisory Boards - City Clerk Josh Stecker

Documents:

[STAFF MEMO Appointment Process for Advisory Boards.pdf](#)

3. Holiday Display Policy - City Clerk Josh Stecker

Documents:

[A-19-01 Holiday Display Policy.pdf](#)

ADJOURN

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.



PUBLIC WORKS DEPARTMENT

MEMORANDUM

TO: Mayor and Councilmembers

FROM: Jeff Langhelm, PE, Public Works Director

DATE: June 23, 2022

SUBJECT: Pleasurecraft Marina Easements

Since 2015 Pleasurecraft Marina began advancing conceptual redevelopment designs of their upland site that included required public shoreline access and direct access to Jerisich Dock at Skansie Park. In June 2018 the City's Hearing Examiner approved a site plan for Pleasurecraft Marina with a condition that the required public access include steps and a landing connecting the Pleasurecraft Marina site to the City's Jerisich Dock. The Hearing Examiner's decision was a culmination of multiple public meetings on this topic including the May 2, 2018 Parks Commission action to support the stairs, a presentation on this topic at the May 14, 2018 Public Works Committee, and City Council action at the May 29, 2018 Council Meeting to approve the stairs. The May 29 Council action included direction for "...Staff to return to Council with appropriate legal documentation regarding rights and responsibilities."

The developer of Pleasurecraft Marina has received all necessary land use permits to perform the site work and is now requesting approval of the required easements from the City to complete their work. These easements include two permanent easements for Pleasurecraft Marina to operate and maintain their infrastructure on City property. One easement would allow Pleasurecraft Marina to continue to operate and maintain an existing bulkhead that was inadvertently originally constructed on City property. The other easement would allow Pleasurecraft Marina to install, maintain, and operate the stairs discussed above.

Draft versions of both easements are attached for your reference along with a schematic with an aerial photo showing the location of these easements relative to other public facilities at Jerisich Dock.

At the June 30 Council Study Session Staff will review these easements and answer questions or concerns related to these easements.

File for record and return to:
William T. Lynn
Gordon Thomas Honeywell LLP
PO Box 1157
Tacoma, WA 98402

EASEMENT AGREEMENT

Grantor: City of Gig Harbor, a Washington municipal corporation
Grantee: Richard H. Shaw, a married man, as his separate property
Legal Description (abbreviated): A PORTION OF GOV LOT 2 IN THE NE ¼ OF THE NW ¼ OF SEC 8 & GOVERNMENT LOT 7 IN THE SE ¼ OF THE SW ¼ OF SECTION 5, BOTH IN TWP 21N, RNG 2E
Additional legal(s) on page ____.
Assessor's Tax Parcel ID#: 0221082232 and 7650000020

THIS EASEMENT AGREEMENT (the "Easement Agreement") is made this ____ day of _____, 2022, by and between **City of Gig Harbor, a Washington municipal corporation**, ("Grantor") and **Richard H. Shaw**, ("Grantee").

Grantor is the owner of Pierce County Parcel Number 0221082232 and legally described on **Exhibit A**.

Grantee is the owner of Pierce County Parcel Number 7650000020 and legally described on **Exhibit B**.

Grantor and Grantee hereby agree as follows:

1. Granting Permanent Exclusive Easement. Grantor hereby grants to Grantee an exclusive permanent easement ("Bulkhead Easement") through, over and across the Easement Area. The Bulkhead Easement is limited to the remaining existing bulkhead on Grantor's property that is landward of the 37 feet of bulkhead recently removed or to be removed by Grantee under the terms of a Temporary Construction Easement recorded under Pierce County Auditors' No. _____. The area on which the bulkhead is located is legally described on Exhibit C and depicted on Exhibit D and referred to here as the "Easement Area".

2. Purpose of Easement. The purpose of the Easement Agreement is to allow Grantee ongoing use of the remaining bulkhead.

3. Maintenance. Grantee shall maintain the bulkhead and Easement Area in a reasonably prudent manner consistent with the standard for urban shoreline properties. If the bulkhead requires replacement, it shall at that time be relocated onto Grantee's Property and

Grantee's Property restored to a safe and stable condition. Upon the completion of that relocation and restoration work this Easement Agreement shall automatically terminate.

4. Consideration. The consideration for the grant of the Bulkhead Easement is Grantee's promise to relocate in the future and other public benefits that will result from Grantee's overall shoreline project.

5. Use by Grantor. Grantee warrants that Grantor will have access to the Easement Area at all times for itself, its employees and its contractors and agents.

6. Release and Indemnity. Grantee agrees to indemnify Grantor from and against any and all claims of liability, loss, damage, expense or actions asserted or arising directly or indirectly from acts or omissions of Grantee and/or its servants, agents, employees, licensees or contractors, in the exercise of the rights granted under this Easement Agreement.

7. Liens. Grantee agrees to pay within thirty (30) days of notice, any lien(s) arising directly or indirectly from acts or omissions of Grantee and/or its servants, agents, employees, licensees and contractors in the exercise of the rights granted under this Easement Agreement; or alternatively, to promptly arrange for the removal of the lien(s) by establishing an escrow account and depositing a sum of money equal to one hundred fifty percent (150%) of the amount of the lien(s) if the lien(s) is or are disputed by Grantee.

8. Attorney Fees. In the event that any legal proceeding is initiated by either party to this Easement Agreement in order to enforce compliance with any of its terms and conditions, the prevailing party shall be entitled to reimbursement for all costs and reasonable attorney fees incurred, including any costs and reasonable attorney fees incurred on appeal.

9. Binding Effect. This Easement Agreement shall be binding on and inure to the benefit of the parties and upon their heirs, personal representatives, administrators, devisees, or successors and assigns.

10. Merger. All prior contemporaneous agreements, promises, representations and statements relative to this Easement Agreement are merged into this Easement Agreement, which embodies the entire understanding of the parties and may not be modified without a written amendment executed by both parties.

11. Governing Law. This Easement Agreement shall be governed and construed in accordance with the laws of the State of Washington.

12. Venue. Venue for any cause of action arising out of this Easement Agreement shall be in Pierce County, Washington.

GRANTOR:

CITY OF GIG HARBOR, a Washington
municipal corporation

By: _____

Its: _____

Dated: _____, 2022

GRANTEE:

RICHARD H. SHAW

Dated: _____, 2022

DRAFT

STATE OF WASHINGTON)
) ss.
County of Pierce)

On this day personally appeared before me _____ to me known to be the _____ of the City of Gig Harbor and who executed the within and foregoing instrument, and acknowledged that he/she signed the same for and on behalf of said municipality, being authorized to do so, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this ____ day of _____, 2022.

Type/Print Name: _____
Notary Public in and for the State of Washington
residing at _____
My Commission expires _____

STATE OF WASHINGTON)
) ss.
County of Pierce)

On this day personally appeared before me Richard H. Shaw to me known to be the individual described in and that executed the within and foregoing instrument, and acknowledged said instrument to be his free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

GIVEN under my hand and official seal this ____ day of _____, 2022.

Type/Print Name: _____
Notary Public in and for the State of Washington
residing at _____
My Commission expires _____

EXHIBIT "A"
Grantor Legal Description

PARCEL A OF DECLARATION OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER FILE NUMBER 20040602505, RECORDS OF PIERCE COUNTY, WASHINGTON.

DRAFT

EXHIBIT "B"
Grantee Legal Description

LOTS 3, 4, 5 AND 6 OF SKANSIE ADDITION, ACCORDING TO PLAT RECORDED IN BOOK 13 OF PLATS, PAGE 42, RECORDS OF PIERCE COUNTY;

TOGETHER WITH TIDELANDS OF THE SECOND CLASS, AS CONVEYED BY THE STATE OF WASHINGTON, ABUTTING THEREON.

EXCEPT THAT PORTION CONVEYED TO THE CITY OF GIG HARBOR, BY INSTRUMENT RECORDED SEPTEMBER 5, 2000 UNDER RECORDING NO. 200009050308.

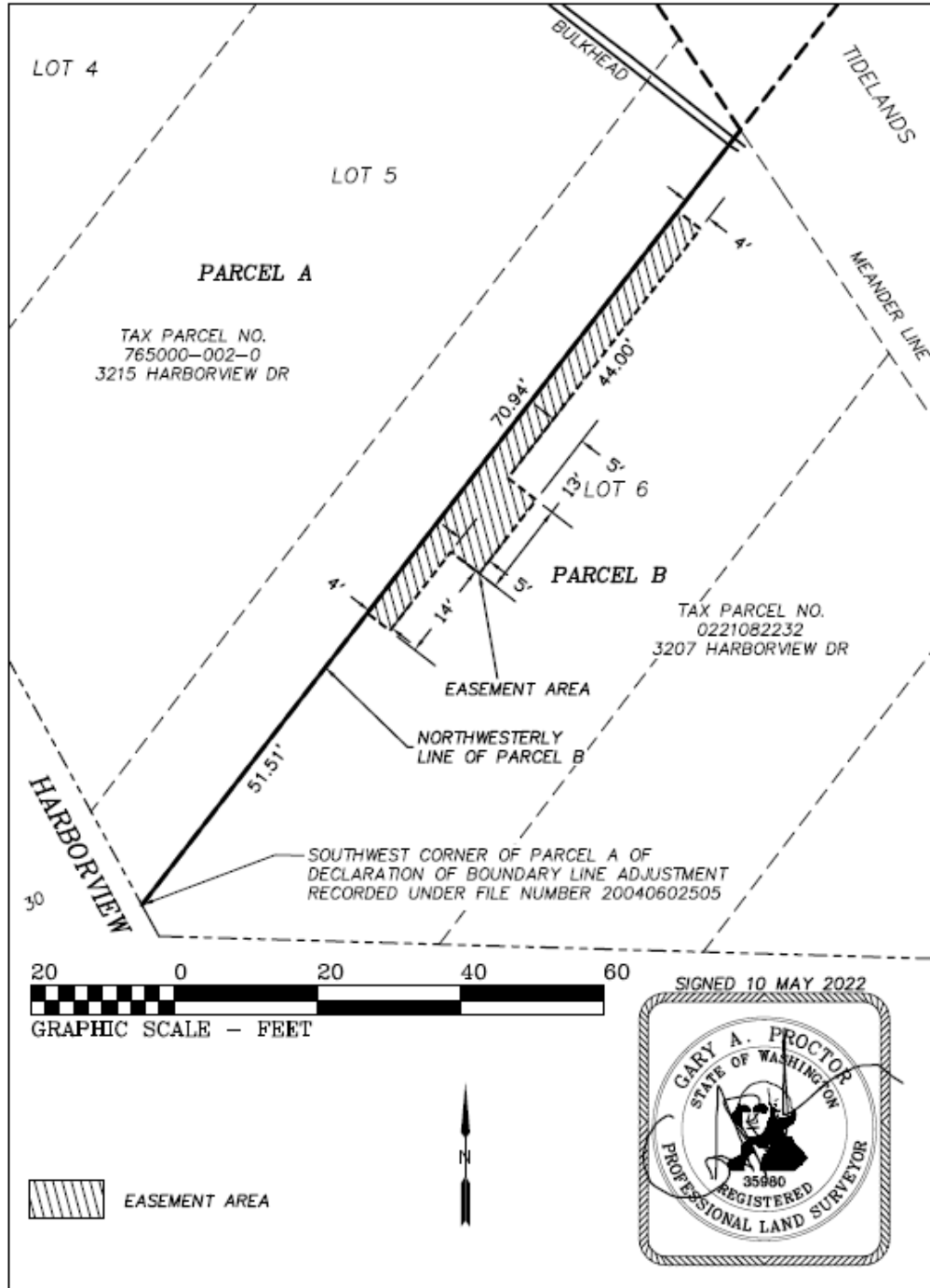
SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

EXHIBIT "C"
Easement Area Legal Description

A PORTION OF GOVERNMENT LOT 7 IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TWP 21N, RNG 2E, W.M. IN THE CITY OF GIG HARBOR, WASHINGTON DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL A OF DECLARATION OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER FILE NUMBER 20040602505, RECORDS OF PIERCE COUNTY, WASHINGTON;
THENCE ALONG THE NORTHWESTERLY LINE OF SAID PARCEL NORTH 37° 41'05" EAST 51.51 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING NORTH 37° 41'05" EAST 70.94 FEET;
THENCE SOUTH 52° 18'55" EAST 4.00 FEET;
THENCE SOUTH 37° 41'05" WEST 44.00 FEET;
THENCE SOUTH 52° 13'39" EAST 5.00 FEET;
THENCE SOUTH 37° 41'05" WEST 13.00 FEET;
THENCE NORTH 52° 13'39" WEST 5.00 FEET;
THENCE SOUTH 37° 41'05" WEST 13.94 FEET;
THENCE NORTH 52° 18'55" WEST 4.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT "D"
Easement Area Depiction



File for record and return to:
William T. Lynn
Gordon Thomas Honeywell LLP
PO Box 1157
Tacoma, WA 98402

TEMPORARY CONSTRUCTION AND PERMANENT EASEMENT AGREEMENT

Grantor: City of Gig Harbor, a Washington municipal corporation
Grantee: Richard H. Shaw, a married man, as his separate property
Legal Description (abbreviated): A PORTION OF GOV LOT 2 IN THE NE ¼ OF THE NW ¼ OF SEC 8 & GOVERNMENT LOT 7 IN THE SE ¼ OF THE SW ¼ OF SECTION 5, BOTH IN TWP 21N, RNG 2E
Additional legal(s) on page ____.
Assessor's Tax Parcel ID#: 0221082232 and 7650000020

THIS TEMPORARY CONSTRUCTION AND PERMANENT EASEMENT AGREEMENT (the "Easement Agreement") is made this ____ day of _____, 2022, by and between **City of Gig Harbor, a Washington municipal corporation**, ("Grantor") and **Richard H. Shaw**, ("Grantee").

Grantor is the owner of Pierce County Parcel Number 0221082232 and legally described on **Exhibit A**.

Grantee is the owner of Pierce County Parcel Number 7650000020 and legally described on **Exhibit B**.

Grantor and Grantee hereby agree as follows:

1. Grant of Temporary Construction Easement. Grantor hereby grants to Grantee a temporary construction easement ("TCE") through, over and across the real property described on the attached **Exhibit C**, (the "Easement Area"). A drawing showing the size, configuration and location of the Easement Area is attached as **Exhibit D**. The TCE shall be used for the construction of a stairway located on Grantor's property in connection with improvements to Grantee's property.

2. Purpose of Temporary Construction Easement. The purpose of the TCE is to allow Grantee to construct a stairway on Grantor's property, providing access between the public dock on the Grantor's Property and the improvements on the Grantee's Property.

3. Termination. This TCE shall terminate on the earlier of: (i) completion of the stairway work; or (ii) _____ unless mutually extended by the parties in writing.

4. Grant of Permanent Stair Easement. Grantor hereby grants to Grantee for the benefit of the Grantee's Property a non-exclusive permanent easement ("Stair Easement") through, over and across the Easement Area. The Stair Easement is limited to the stairway to be constructed on Grantor's property, providing access between the public Dock on the Grantor's Property and the improvements on the Grantee's Property.

5. Purpose of Stair Easement. The purpose of the Stair Easement is to allow use of the stairway by Grantee and his/her tenants along with their guests, employees and invitees for ingress and egress between the City dock and the Grantee's Property.

6. Grantee Maintenance. Grantee shall maintain the Stair Easement Area in a reasonably prudent manner consistent with the standard for commercial properties.

7. Consideration. The consideration for the grant of the easements is enhanced public access to the shoreline and other public benefits that will result from Grantee's overall shoreline project.

8. Restoration of Easement Area. Following completion of the temporary work, Grantee shall restore the Easement Area to a condition comparable to its original condition when the work commenced, taking into consideration that construction of a new stairway will modify the Easement Area.

9. Use by Grantor. Grantee warrants that Grantor will have access to the Easement Area at all times for itself, its employees and its vendors, as well as the public to the extent consistent with safety and normal construction practices.

10. Grantor's Maintenance of Grantor's Facilities. At the Grantor's request, Grantee will coordinate with the Grantor on the Grantor's maintenance of the Grantor's facilities. This coordination will be at no cost to the Grantor and may include temporary removal of Grantee's facilities.

11. Release and Indemnity. Grantee agrees to indemnify Grantor from and against any and all claims of liability, loss, damage, expense or actions asserted or arising directly or indirectly from acts or omissions of Grantee and/or its servants, agents, employees, licensees or contractors, in the exercise of the rights granted under this Easement Agreement.

12. Liens. Grantee agrees to pay within thirty (30) days of notice, any lien(s) arising directly or indirectly from acts or omissions of Grantee and/or its servants, agents, employees, licensees and contractors in the exercise of the rights granted under this Easement Agreement; or alternatively, to promptly arrange for the removal of the lien(s) by establishing an escrow account and depositing a sum of money equal to one hundred fifty percent (150%) of the amount of the lien(s) if the lien(s) is or are disputed by Grantee.

13. Attorney Fees. In the event that any legal proceeding is initiated by either party to this Easement Agreement in order to enforce compliance with any of its terms and conditions, the prevailing party shall be entitled to reimbursement for all costs and reasonable attorney fees incurred, including any costs and reasonable attorney fees incurred on appeal.

14. Binding Effect. This Easement Agreement shall be binding on and inure to the benefit of the parties and upon their heirs, personal representatives, administrators, devisees, or successors and assigns.

15. Merger. All prior contemporaneous agreements, promises, representations and statements relative to this Easement Agreement are merged into this Easement Agreement, which embodies the entire understanding of the parties and may not be modified without a written amendment executed by both parties.

16. Governing Law. This Easement Agreement shall be governed and construed in accordance with the laws of the State of Washington.

17. Venue. Venue for any cause of action arising out of this Easement Agreement shall be in Pierce County, Washington.

GRANTOR:

CITY OF GIG HARBOR, a Washington
municipal corporation

By: _____ Dated: _____, 2022

Its: _____

GRANTEE:

RICHARD H. SHAW Dated: _____, 2022

STATE OF WASHINGTON)
) ss.
County of Pierce)

On this day personally appeared before me _____ to me known to be the _____ of the City of Gig Harbor and who executed the within and foregoing instrument, and acknowledged that he/she signed the same for and on behalf of said municipality, being authorized to do so, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this ____ day of _____, 2022.

Type/Print Name: _____
Notary Public in and for the State of Washington
residing at _____
My Commission expires _____

STATE OF WASHINGTON)
) ss.
County of Pierce)

On this day personally appeared before me Richard H. Shaw to me known to be the individual described in and that executed the within and foregoing instrument, and acknowledged said instrument to be his free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

GIVEN under my hand and official seal this ____ day of _____, 2022.

Type/Print Name: _____
Notary Public in and for the State of Washington
residing at _____
My Commission expires _____

EXHIBIT "A"
Grantor Legal Description

PARCEL A OF DECLARATION OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER FILE NUMBER
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DRAFT

EXHIBIT "B"
Grantee Legal Description

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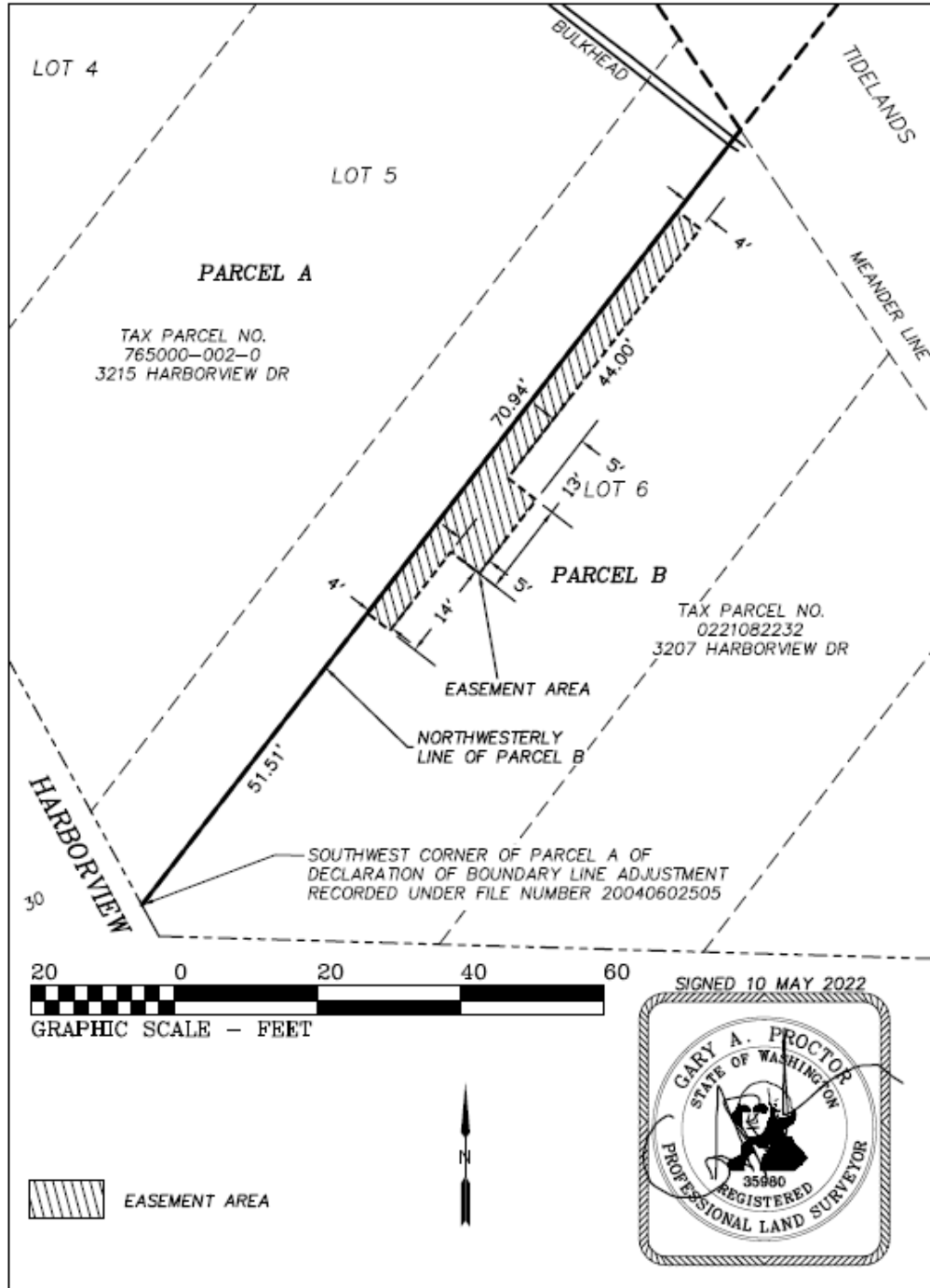
SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

EXHIBIT "C"
Temporary Construction Easement Area Legal Description

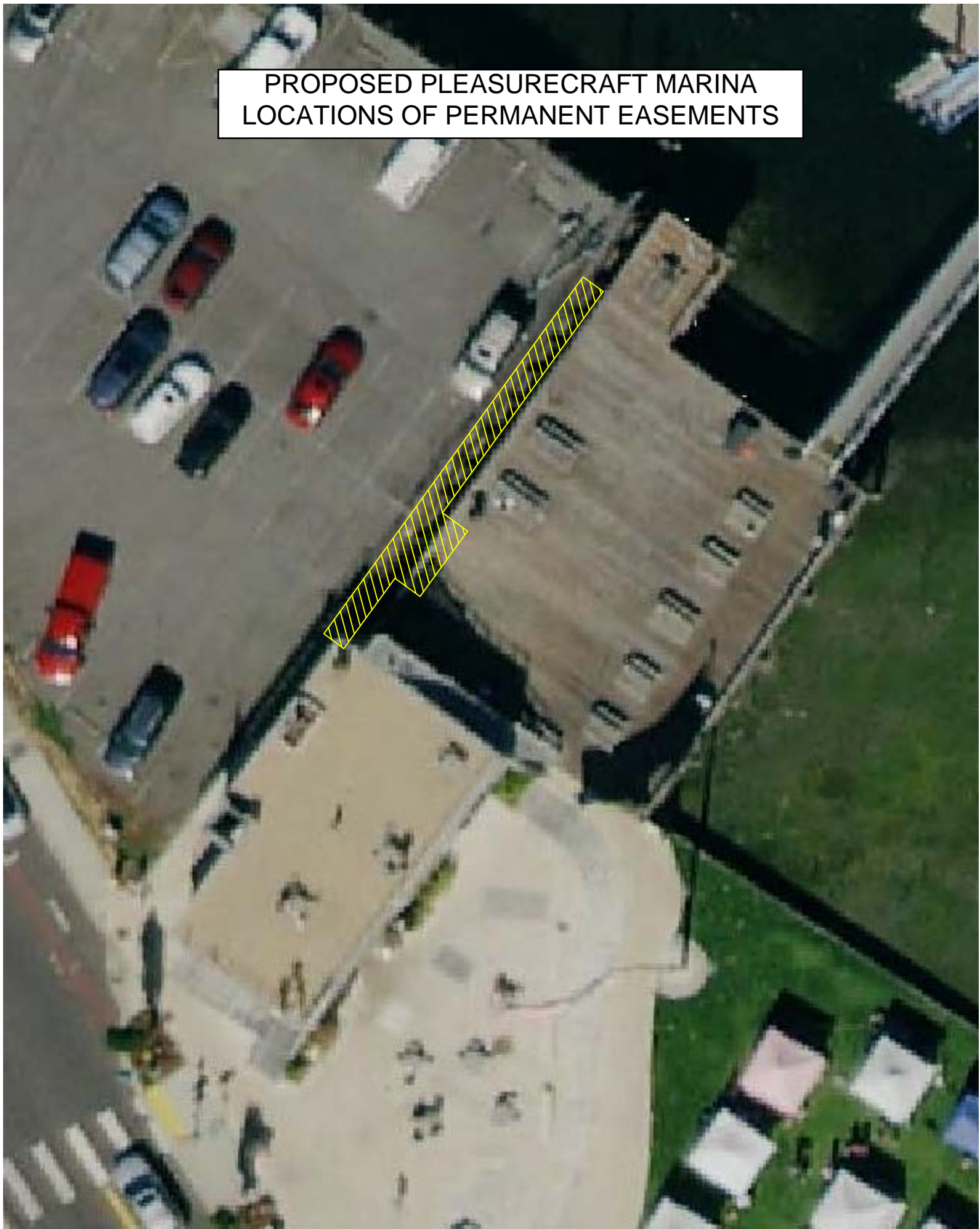
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EXHIBIT "D"
Easement Area Depiction



PROPOSED PLEASURECRAFT MARINA
LOCATIONS OF PERMANENT EASEMENTS





MEMORANDUM

DATE: June 24, 2022
TO: City Council
FROM: Josh Stecker, City Clerk
SUBJECT: Appointment Process for Advisory Boards

At the June 16 City Council Study Session, Council was asked to form an ad hoc committee of the Council to interview applicants for the Planning Commission. Council ultimately directed the Mayor to recommend appointments to the Planning Commission because Council was unable to provide enough councilmembers to form the committee. Following the meeting, staff heard from a number of councilmembers that there were concerns about the appointment procedures for the Planning Commission and other advisory boards.

Under its newly updated guidelines, Council has opted to form ad hoc interview committees for council-appointed boards. As with all provisions in the Guidelines, Council may choose to deviate from this process at any time by majority vote of the Council.

In researching the way this process was carried out, our legal counsel pointed out some very specific [guidance from MRSC](#) that applies to this situation: **“The members of most appointive boards and commissions of the city, such as the planning commission and the civil service commission, are considered to be officers of the city; therefore, the mayor has specific authority in RCW 35A.12.090 to make these appointments.”**

As previously noted in past discussions about appointment procedures, Gig Harbor is the only Code City in Pierce County that does not comply with this guidance and employs a Council committee interview panel.

For consistency and compliance with RCW 35A.12.090, staff recommends that Council direct the Mayor to prepare an ordinance revising the terms of the City’s advisory boards to ensure that each board appointed by the Mayor and confirmed by the City Council. This ordinance would affect the appointment process for the Parks Commission, Arts Commission, Design Review Board and Lodging Tax Advisory Committee.



CITY OF GIG HARBOR – POLICIES AND PROCEDURES

TITLE: HOLIDAY DISPLAY POLICY

POLICY MANUAL SECTION & NO. A-19-01	EFFECTIVE DATE: May 13, 2019	APPROVED: <i>Kitt Lehman</i>
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1. BACKGROUND

At the November 26, 2018, City Council Meeting, the City Council passed a motion “to direct staff to add back the Holiday Display at Skansie Park along with secular items and the nativity scene that were a traditional part of the display.” This document provides the policy and procedures for implementing the Holiday Display.

2. PURPOSE

To establish policies and procedures regarding a Holiday Display at Skansie Brothers Park.

3. POLICY AND PROCEDURES

The City may create a Holiday Display in Skansie Brothers Park annually, beginning on or about the 1st of December through the end of the year. The Holiday Display may include a holiday tree, which shall be procured by the City.

Other display items may be included surrounding the holiday tree. All display items shall be owned by the City and not loaned to the City by individuals or organizations. Display items shall not measure more than four feet in any dimension (height, width, or depth). The Holiday Display shall not include more than six items, not including the holiday tree and any fences or barriers.

The items to be displayed shall be selected annually by the Mayor. Chosen items should be selected with consideration to Gig Harbor’s traditional Holiday Display. Display items may be located in different positions annually surrounding the holiday tree at the direction of the Mayor.