

AGENDA
GIG HARBOR CITY COUNCIL MEETING
Monday, August 14, 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 sx̣wəbab̓c̓ 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

PRESENTATIONS

1. Presentation of Life Saving Awards

Presented to Police Officer Eddy Dominguez and Police Detective Tray Federici

2. Presentation of the 2022 Outstanding Achievement Award to the Gig Harbor Wastewater Treatment Plant

Presented to Wastewater Superintendent Chuck Roy and the Wastewater Division.

3. Proclamation Recognizing the 50th Anniversary of the Tides Tavern

Presented to Tides Tavern Owner Dylan Stanley.

Documents:

[Proclamation for Tides Tavern 50th Anniversary.pdf](#)

4. Proclamation Honoring the Gig Harbor Canoe & Kayak Racing Team for Winning the 2023 ACA Sprint National Championships

Presented to Gig Harbor Canoe & Kayak Racing Team Head Coach Alyson Mrozinski.

Documents:

[Proclamation for Gig Harbor Canoe and Kayak Racing Team 2023.pdf](#)

PUBLIC COMMENT ON CONSENT AGENDA ITEMS AND ITEMS NOT ON THE AGENDA

CONSENT AGENDA

1. City Council Minutes

Documents:

[City Council Study Session Minutes - July 13, 2023.pdf](#)

[City Council Study Session Minutes - July 20, 2023.pdf](#)

[City Council Minutes - July 24, 2023.pdf](#)

2. Professional Services Contract Amendment #1 with David Evans and Associates for Wollochet/SR16 Westbound Right Turn Lane Traffic Analysis and Preliminary Design

Documents:

[AGENDA BILL PSC Amendment No 1 with DEA.pdf](#)

3. Appointment of Libby Norris, Lucien Dhooge, and Eleanor Schroeder to the Historic Preservation Commission

Documents:

[Agenda Bill HPC Appointments.pdf](#)

4. Purchase Agreement for WWTP Headworks Influent Screen

Documents:

[AGENDA BILL WWTP Headworks Influent Screen.pdf](#)

5. Professional Services Contract with Carollo Engineers, Inc., for WWTP Puget Sound Nutrient General Permit

Documents:

[AGENDA BILL WWTP Nutrient General Permit.pdf](#)

6. Resolution 1288 Authorizing the Execution of one Sewer Utility Extension Agreement with Harbor Run, LLC

Documents:

[AGENDA BILL Resolution 1288.pdf](#)

7. Resolution 1289 Authorizing the Execution of one Water Utility Extension Agreement with Pierce County Fire District #5

Documents:

8. Approval of Payroll for the Month of July

Checks #8393 through #8395 and direct deposit transactions in the total amount of \$589,614.28.

9. Approval of Vouchers

Check numbers 101907 through 101252 and ACH payments in the amount of \$1,946,046.83.

MAYOR'S REPORT

CITY ADMINISTRATOR'S REPORT

Documents:

[Department Updates - August 9, 2023.pdf](#)

COUNCIL REPORTS / COMMENTS

ANNOUNCEMENT OF UPCOMING MEETINGS

Documents:

[Upcoming City Meetings.pdf](#)

[City of Gig Harbor Two-Year Strategic Plan 2023-24.pdf](#)

EXECUTIVE SESSION

To discuss potential litigation per RCW 42.30.110(1)(i).

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. 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.

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, a 113 year tradition of business rendered at the People's Dock and Wharf at the foot of Soundview on Harborview Drive began with the Mosquito Fleet and the historic Westside Uddenberg Grocery; followed by Haury's Boat House, Herring Sales, the Ferry Tavern and finally Three Fingered Jack's TIDES TAVERN; and

WHEREAS, in 1973, Three Fingered Jack was seeking rescue from a floundering economy and put the Tides Tavern up for sale; and

WHEREAS, in 1973, UPS graduate Peter Stanley recognized the potential of a renovated Tides Tavern to create a new image for the popular gathering place in Gig Harbor and bought the Tavern; and

WHEREAS, the vision of Peter Stanley, combined with the raw materials provided by George Borgen, the help of lots of friends and the experienced carpentry of George Jamieson, brought new life to a dark, dingy, and worn-out structure; and

WHEREAS, by 2014 Peter Stanley's Tides Tavern had evolved into an iconic and joyous meeting place and restaurant on the water in Gig Harbor; and

WHEREAS, in 2014 Peter Stanley, after 40 years at the helm, sold the Tides Tavern to his son Dylan Stanley; and

WHEREAS, under Dylan Stanley's capable leadership the Tides Tavern is better than ever, and looking toward the future;

NOW, THEREFORE, I, Tracie Markley, Mayor of the City of Gig Harbor, do hereby recognize

The 50th Anniversary of the Tides Tavern

in the City of Gig Harbor and celebrate Dylan Stanley and his Tides Tavern crew for successfully maintaining this landmark establishment.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 14th day of August, 2023.



Mayor Tracie Markley
City of Gig Harbor

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, the 2023 ACA Sprint National Championships were held August 1-4 in Sarasota, Florida; and

WHEREAS, the team championship is determined based on how members perform in races of singles, doubles, and fours; and

WHEREAS, combined points for the entire team determines the national champion and teams earn points for finishing in the top seven of each race; and

WHEREAS, the Gig Harbor Canoe & Kayak Racing Team took first in the Bantam (under 14), Juvenile (U-16), and Junior (U-18) age groups; and

WHEREAS, the Gig Harbor Canoe & Kayak Racing Team took first in the C4 division, winning the Coach Bill Bragg Trophy; and

WHEREAS, the Gig Harbor Canoe & Kayak Racing Team outperformed 14 other teams from around the country with a total of 1,279.5 points and took home the championship title for the 10th time in the team's history;

NOW, THEREFORE, I, Tracie Markley, Mayor of the City of Gig Harbor, do hereby recognize the

Gig Harbor Canoe & Kayak Racing Team

and their accomplishment of coming in first place at the 2023 ACA Sprint National Championships and thank them for the honor they have brought to the City of Gig Harbor.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 14th day of August, 2023.



Mayor Tracie Markley
City of Gig Harbor

MINUTES
GIG HARBOR CITY COUNCIL STUDY SESSION
Thursday, July 13, 2023 – 3:00 p.m.
Community Rooms

CALL TO ORDER / ROLL CALL: Mayor Markley called the meeting to order at 3:02 p.m. Councilmembers Barber, Henderson, Martin, Rodenberg, and Woock were present. Councilmember Lykins arrived at 3:07 p.m. Councilmember Storset was excused.

DISCUSSION ITEMS:

- 1. Introduction of Arts Commission Appointee Madelyn Hunter** – *Ms. Hunter was unable to attend the study session.*
- 2. Crescent Creek Park Master Plan/Masonic Lodge** – Parks Manager Jennifer Haro reviewed the staff memo contained in the packet and discussed the available options.

Council consensus was to put the master planning process on hold for one year to allow a community group(s) to develop a design with a financial and management plan for repurposing the masonic lodge with a Memorandum of Understanding in place to establish expectations. All future meetings of the group(s) should be open to the public.

- 3. Cultural Access Program** – City Administrator Knutson reviewed the staff memo contained in the packet, discussed the program's highlights, and discussed options moving forward.

City Administrator Knutson will establish a formal task group to review the program in detail and provide feedback to council. Council would like this group and the Creative District group to work collaboratively on arts, culture, and preservation efforts, if possible, and engage with the school district.

Council took a break at 4:14 p.m. and returned at 4:22 p.m.

- 4. 2024 Fourth of July Event** – City Administrator Knutson reviewed the staff memo and discussed options.

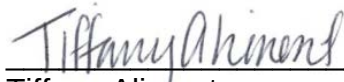
Council consensus was supportive of sponsoring a small event with a ceiling of around \$50,000.

- 5. Flag Display Policy** – City Clerk Joshua Stecker reviewed the staff memo and asked for council guidance.

Consensus was to: fly the Puyallup Tribe's flag in Council Chambers the months of October and November; fly the Puyallup Tribe's flag outside under the US flag the months of October and November (pending approval by the Puyallup Tribe of Indians); fly the Pride flag in Council Chambers and outside the month of June; display our Sister Cities' flags on the Civic Center building during visits; when the US flag is at half-staff, all other flags will be removed other than the POW/MIA flag.

An ordinance will be prepared for council consideration at a future meeting.

ADJOURN: The meeting adjourned at 4:56 p.m.

A handwritten signature in cursive script, reading "Tiffany Aliment", written over a horizontal line.

Tiffany Aliment
Assistant City Clerk

MINUTES FOR GIG HARBOR CITY COUNCIL STUDY SESSION
Thursday, July 20, 2023 – 3:00 p.m.
Community Rooms

CALL TO ORDER / ROLL CALL: Mayor Pro Tem Lykins called the meeting to order at 3:01 p.m. Councilmembers Barber, Henderson, Martin, Rodenberg, Storset, and Woock were present.

DISCUSSION ITEMS:

1. **Utility Rate Study – Review of Proposed Monthly Rate Adjustments** – Public Works Director Jeff Langhelm and the city's consultant Ashley Emery with Peninsula Financial Consulting presented the city's utility needs and proposed rate adjustments and addressed questions.

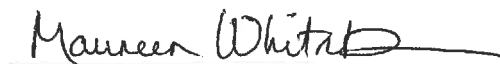
Council entered into recess at 4:10 p.m. and returned at 4:15 p.m.

Council was supportive of rate adjustments for the three utilities: water, sewer, and stormwater in order to meet the capital project demands and operations and maintenance needs of the city's utilities.

Due time constraints, a follow-up council study session will be scheduled to discuss:

- Tiered water rates;
- Public outreach for proposed rate adjustments;
- Review of poverty guidelines that provide a general low-income discount;
- Code revisions to clarify utility billing procedures, and clarifications related to stormwater billing policies.

ADJOURN: The meeting adjourned at 5:06 p.m.



Maureen Whitaker
Executive Assistant

MINUTES FOR GIG HARBOR CITY COUNCIL MEETING
Monday, July 24, 2023 – 5:30 p.m.
Council Chambers

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

PUBLIC COMMENT ON CONSENT AGENDA ITEMS AND ITEMS NOT ON THE AGENDA: Maureen Flanigan commented on the Pride in the Park event.

CONSENT AGENDA:

1. City Council Minutes: City Council Study Session Minutes - June 29, 2023; City Council Minutes - July 10, 2023
2. Appointment of Madelyn Hunter to the Arts Commission
3. Approval of Vouchers: Check numbers 100992 through 101096 and ACH Payments in the amount of \$961,009.45.

MOTION: Move to approve the consent agenda (Henderson/Barber).

VOTE: Unanimously approved.

CITY ADMINISTRATOR'S REPORT: City Administrator Katrina Knutson reported on the city's participation in the Maritime Heritage program and progress with the cultural access program.

BUSINESS ITEMS

1. **Resolution 1287 Expressing Support for Pierce County Fire Protection District No. 5 (Gig Harbor Fire & Medic One) Proposition No. 1 Titled "Multi-Year Fire and Emergency Levy Lid Lift"** – City Clerk Josh Stecker introduced the resolution.

MOTION: Move to approve Resolution 1287 (Barber/Woock).

VOTE: Unanimously approved.

2. **Amendment to Deed Covenants with Gig Harbor Peninsula FISH** – City Administrator Katrina Knutson introduced the amendment.

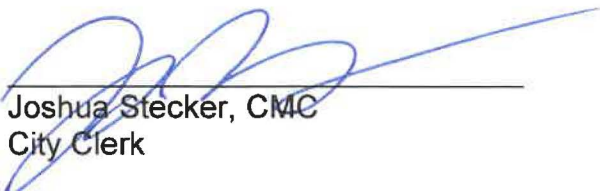
MOTION: Move to authorize the mayor to sign a deed amendment with Gig Harbor Peninsula FISH (Rodenberg/Barber).

VOTE: Unanimously approved.

STAFF REPORT: Finance Director Dave Rodenbach presented the quarterly budget report.

COUNCIL REPORTS / COMMENTS: Councilmember Woock reported on the arts festival. Councilmember Lykins reported on the recent PCRC meeting.

ADJOURN: The meeting adjourned at 6:12 p.m.



Joshua Stecker, CMC
City Clerk



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

Meeting Date: August 14, 2023

SUBJECT: Professional Services Contract Amendment #1 with David Evans and Associates for Wollochet/SR16 Westbound Right Turn Lane Traffic Analysis and Preliminary Design

SUBMITTED BY: Project Engineer Marcos McGraw

DEPARTMENT: Public Works

PHONE: 853-2647

SUGGESTED MOTION: Move to authorize the mayor to execute Amendment #1 to the Professional Services Contract with David Evans and Associates for an Intersection Control Evaluation (ICE) report in an amount not to exceed \$22,190.00.

BACKGROUND INFORMATION: On March 25, 2023, council approved a professional services contract with David Evans & Associates (DEA) to provide preliminary engineering services for feasibility study and preliminary design for improvements to the east side of the interchange at Wollochet Drive and highway 16 westbound. The improvements consist of a new right turn lane that will be built within public right-of-way that is controlled by the Washington Department of Transportation (WSDOT). Prior to proceeding with design work for the right turn lane WSDOT requires that we prepare and submit an Intersection Control Evaluation (ICE) report.

The current contract with DEA includes an amount assigned to a contingency task that will not be used. This amendment revises the scope of work by deleting the contingency task, adding the ICE report, and transferring the remaining balance of the deleted contingency task to the Management Reserve of the contract.

Amendment #1 to the professional services contract directs DEA to compile an ICE report, coordinate with WSDOT, and acquire design concurrence from WSDOT.

FISCAL CONSIDERATION: The project is included in the 2023-24 Budget, under the Street Capital Fund as objective 6 "Wollochet Dr./SR16 Westbound On-ramp Right Turn Lane." The costs associated with the professional services for the ICE report will be covered by an existing contingency task within the contract. There are no additional costs associated with the proposed Amendment #1 of the contract. Funds are strictly moving from one task to another within the original contract.

Expenditure Required: \$0.00	Amount Budgeted: \$150,000.00	Appropriation Required: \$0.00
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BOARD/COMMISSION/COMMITTEE RECOMMENDATION:

ATTACHMENTS: Professional Services Contract Amendment #1 with David Evans and Associates for Wollochet/SR16 Westbound Right Turn Lane Traffic Analysis and Preliminary Design

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

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

THIS FIRST AMENDMENT is made to that certain Professional Services Contract dated March 28, 2023 (the “Agreement”), by and between the City of Gig Harbor, a Washington municipal corporation (hereafter the “City”), and David Evans and Associates, Inc., a Washington corporation organized under the laws of the State of Washington (hereafter the “Consultant”).

RECITALS

WHEREAS, the City is presently engaged in completing various Transportation Improvement Plan projects and desires to modify consulting services in connection with the projects; and

WHEREAS, one of these projects consists of a new right turn lane for eastbound Wollochet Drive onto westbound Highway 16; 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;

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 amended to remove Contingency Task 1.2, add a new Task 2.5, and increase the contingency in Task 4.1 as shown in **Exhibit A**, attached to this Amendment, and incorporated herein.

2. Payment. Section 2(A) of the Agreement is a zero-cost increase. However, this amendment adjusts the funding allocations as depicted on Exhibit ‘B’.

3. Duration of Work. Section 3 of the Agreement is not amended.

[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 Agreement on _____.

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its Principal

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Updated Scope of work:

The following summarizes a change order to the “Traffic and Design Support for Three TIP Projects” contract between David Evans and Associates, Inc and the City of Gig Harbor executed on March 28th, 2023.

Contingency Task 1.2 is removed in its entirety. A portion of the budget from the removal of contingency task 1.2 will be used to fund new task 2.5. The remaining budget will be placed in contingency Task 4.0 (Management Reserve).

NEW Task 2.5 is added as shown below.

Task 2.5: Intersection Control Evaluation (ICE) Report

DEA staff will prepare an Intersection Control Evaluation (ICE) Report in support of the proposed dedicated right-turn lane at the Pioneer Way/SR-16 westbound on-ramp. The ICE Report will be prepared for submittal to the Washington Department of Transportation (WSDOT).

DEA staff will prepare the ICE Report according to the draft outline provided by WSDOT staff (in the 6/14/23 email from Andy Larson). The report will include an initial evaluation of two right-turn lane options along with a roundabout option. The report will include an inventory of multimodal facilities, including sidewalks, ramps, bus stops, bike lanes, and other related infrastructure. A sketch level alternatives evaluation will include factors such as right-of-way, environmental, cost (initial and maintenance), context and sustainability, and geometric and physical constraints.

The ICE report will include preliminary design layouts, planning level cost estimates, a safety analysis, an operational analysis of the PM peak hour (with justification for not analyzing the AM Peak hour, and a discussion of impacts and benefits of the improvement options to both operations and safety. The operations analysis will include level of service (LOS) assessment and queueing evaluation.

The alternative evaluation will be based on multiple factors including the benefit/cost ratio for mobility and for safety, cost of initial construction and continued maintenance, forward compatibility, and the mobility and safety evaluations.

Deliverables:

- Draft ICE Report for agency review
- Final ICE Report for submittal to WSDOT (assumes only minor comments from WSDOT and 8 hours of DEA staff time to address comments).

BUDGET:

	Original Budget	Amended Budget
Task 1.1	\$11,000	\$11,000
Task 1.2 – Contingency - REMOVED	\$55,000	\$0
Task 2.1	\$6,510	\$6,510
Task 2.2	\$27,950	\$27,950
Task 2.3	\$30,160	\$30,160
Task 2.4	\$94,380	\$94,380
Task 2.5 - NEW	\$0	\$22,190
Task 3.1	\$8,000	\$8,000
Task 4.1 – Contingency	\$10,000	\$33,810
TOTAL BUDGETL:	\$243,000	\$243,000

The full amended budget is attached.

Exhibit B: Detailed Fee Estimate
Traffic and Design Support for Three TIP Projects - Amended Budget

Last Edited 6/26/2023

		David Evans and Associates, Inc.																	TOTAL	TOTAL	TOTAL	TOTAL
ITEM	EMPLOYEE CLASSIFICATIONS	PM IV	PM III	QA/QC	Engineer V	Engineer IV	Engineer V	Engineer IV	Designer III	Designer I	Engineer III	Eng. Designer I	Survey Mangager	Project Surveyor II	Survey Analyst II	Survey Tech 5	2 Person Survey Crew	Admin & Accounting	TASK	TASK	TASK	TASK
No.		Josh Anderson	Brad Choi	Bryon Agan	Gordon Nelson	Sarah Hansen	Signal/Illumination	Kolton Emery	Orion Ahrensfeld	Kirby Neale	Dian Mao	Various	Sean Douthett	Various	Various	Various	Various	Various	HOURS	LABOR	EXPENSES	AMOUNT
1.0	Feasibility Study and Pre-design: Metering of Roundabout at SR-16/Burnham Interchange (Deterministic Sidra Analysis)																					
	Task 1.1 Subtotal	10	0	2	4	0	0	15	6	0	8	11	0	0	0	0	0	8	64	\$11,000	\$0	\$11,000
2.0	Feasibility Study and Preliminary Design: Pioneer Way/SR-16 WB on-ramp right-turn lane																					
	2.1 Analysis	10		2							7	19						2	40	\$6,510	\$0	\$6,510
	2.2 Topographic Survey	2						8					12	28	22	24	42	6	144	\$27,010	\$940	\$27,950
	2.3 Conceptual Layout	13		8	8	22		30	30	60								8	179	\$30,160	\$0	\$30,160
	2.4 30% design of selected alternative	10		36	24	60	48	66	80	210								20	554	\$94,080	\$300	\$94,380
	2.5 ICE Report	14	56	1	4			6	6	12		18						6	123	\$22,190	\$0	\$22,190
	Task 2.0 Subtotal	49	56	47	36	82	48	110	116	282	7	37	12	28	22	24	42	42	1040	\$179,950	\$1,240	\$181,190
3.0	Traffic Analysis and Pre-design: Olympic Dr./Pt. Fosdick right-turn lane extension																					
	Task 3.0 Subtotal	13	0	1	0	0	0	0	0	0	11	17	0	0	0	0	0	8	50	\$8,000	\$0	\$8,000
	TOTAL HOURS	72	56	50	40	82	48	125	122	282	26	65	12	28	22	24	42	58	1154			
	BILLOUT HOURLY RATE	\$230.00	\$200.00	\$260.00	\$220.00	\$180.00	\$230.00	\$175.00	\$190.00	\$125.00	\$155.00	\$125.00	\$240.00	\$180.00	\$160.00	\$140.00	\$230.00	\$115.00				
	ESTIMATED FEE	\$16,560.00	\$11,200.00	\$13,000.00	\$8,800.00	\$14,760.00	\$11,040.00	\$21,875.00	\$23,180.00	\$35,250.00	\$4,030.00	\$8,125.00	\$2,880.00	\$5,040.00	\$3,520.00	\$3,360.00	\$9,660.00	\$6,670.00		\$198,950	\$1,240	\$200,190
	PERCENT OF TOTAL FEE	8%	6%	6%	4%	7%	6%	11%	12%	18%	2%	4%	1%	3%	2%	2%	5%	3%			1%	

Cont. 1.2	Feasibility Study and Pre-design: Metering of Roundabout at SR-16/Burnham Interchange (Microsimulation VISSIM Analysis)																					
	Contingency Task 1.2 Subtotal	0		0							0	0						0	0	\$0	\$0	\$0
Cont. 4.0	Management Reserve																					
	Contingency Task 4.0 Subtotal	32		27				78	0		38	38						36	249	\$42,810	\$0	\$42,810
	TOTAL HOURS	32	0	27	0	0	0	78	0	0	38	38	0	0	0	0	0	36	249			
	BILLOUT HOURLY RATE	\$230.00	\$200.00	\$260.00	\$220.00	\$180.00	\$230.00	\$175.00	\$190.00	\$125.00	\$155.00	\$125.00	\$240.00	\$180.00	\$160.00	\$140.00	\$230.00	\$115.00				
	ESTIMATED FEE	\$7,360.00	\$0.00	\$7,020.00	\$0.00	\$0.00	\$0.00	\$13,650.00	\$0.00	\$0.00	\$5,890.00	\$4,750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,140.00		\$42,810	\$0	\$42,810
	PERCENT OF TOTAL FEE	17%	0%	16%	0%	0%	0%	32%	0%	0%	14%	11%	0%	0%	0%	0%	0%	10%			0%	

NOTE: Highlighted rows are modified with this amendment.

Total Fee WITH contingency: \$243,000



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

Meeting Date: August 14, 2023

SUBJECT: Appointment of Libby Norris, Lucien Dhooge, and Eleanor Schroeder to the Historic Preservation Commission

SUBMITTED BY: Assistant City Clerk Tiffany Aliment

DEPARTMENT: Administration

PHONE: 851-6137

SUGGESTED MOTION: Move to confirm the appointment of Libby Norris, Lucien Dhooge, and Eleanor Schroeder to the Historic Preservation Commission with terms expiring September 30, 2024, September 30, 2025, and September 30, 2025, respectively.

BACKGROUND INFORMATION: Based on their qualifications, the mayor intends to appoint Libby Norris, Lucien Dhooge, and Eleanor Schroeder to the Historic Preservation Commission.

FISCAL CONSIDERATION: None.

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: N/A

ATTACHMENTS: None.

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



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

Meeting Date: August 14, 2023

SUBJECT: Purchase Agreement for WWTP Headworks Influent Screen

SUBMITTED BY: Wastewater Treatment Plant Superintendent Chuck Roy

DEPARTMENT: Public Works/Wastewater

PHONE: 253-851-8999

SUGGESTED MOTION: Move to approve and authorize the mayor to execute a purchase agreement for a headworks influent screen manufactured by Saveco in an amount not to exceed \$106,025.00, plus applicable tax.

BACKGROUND INFORMATION: The City of Gig Harbor identified the need to replace the influent screen in the Wastewater Treatment Plant/Headworks Building. The current screen is failing and is not reliable.

The desire to purchase the replacement screen from Saveco (represented by Treatment Equipment Company) is to standardize the equipment with the one existing screen which will remain in use at the wastewater treatment plant. Standardizing will be beneficial to maintenance staff in that the performance of the headworks influent screen (currently in use) is exceptional and parts for repair will be similar and are readily available when necessary. Weekly cleaning/maintenance has been minimal, and day-to-day maintenance tasks will be similar.

As provided in RCW 39.04.280 and Resolution 1066, competitive bidding requirements may be waived by the city council for purchases that are clearly and legitimately limited to a sole source of supply.

FISCAL CONSIDERATION: This purchase is funded in the 2023-24 Wastewater Capital Budget, Objective #7. Sufficient funding exists to support the requested expenditure.

Expenditure Required: \$106,025.00 (plus tax)	Amount Budgeted: \$225,000.00	Appropriation Required: \$0
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BOARD/COMMISSION/COMMITTEE RECOMMENDATION: N/A

ATTACHMENTS: Purchase agreement, Saveco Budget Proposal, Sole Source Justification/Memo to File, Manufacturer's Certification Letter

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

**AGREEMENT FOR PURCHASING MATERIALS
BETWEEN CITY OF GIG HARBOR
AND TREATMENT EQUIPMENT COMPANY INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and Treatment Equipment Company Inc., a Washington corporation ("Vendor").

WHEREAS, the City desires to purchase one Headworks In-Channel Rotating Drum Screen (manufactured by Saveco) from the Vendor, as described in Exhibit A and the Vendor agrees to sell and/or deliver such items under the terms set forth in this Agreement; and

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

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

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

The Vendor shall sell and provide for purchase of an In-Channel Rotating Drum Screen and deliver all products, materials, supplies, tools or other items to the City, as described in Exhibit A, which is attached hereto and incorporated herein by this reference (the "Products and Materials").

II. Payment.

A. The City shall pay the Vendor the total sum of One Hundred Six Thousand, Twenty-Five dollars and no cents (\$106,025.00) plus applicable sales tax, for the Products and Materials. This is the maximum amount to be paid under this Agreement, and shall not be exceeded without prior written authorization from the City in the form of a negotiated and executed contract amendment.

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

III. Deadline for Delivery.

The City and the Vendor agree that the items described in Exhibit A will be delivered to the City at 4216 Harborview Drive, Gig Harbor, WA by the Vendor on or before March 31, 2024.

IV. Termination.

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

V. Indemnification.

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

VI. Insurance.

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

VII. Warranty.

Warranty Statement and Term:

SAVÉCO North America, Inc. warrants the supplied equipment to the original end user against defects in workmanship or material under normal use and service in compliance with the original design specifications and the maintenance requirements and instructions as found in the Operations & Maintenance Manual. All SAVÉCO North America supplied equipment is warranted for 24 months from date of start-up or 30 months from date of shipment, whichever occurs first.

Warranty Exclusions:

This warranty does not cover costs for standard and/or scheduled maintenance performed, nor does it cover consumables and SAVÉCO North America parts that, by virtue of their operation, require replacement through normal wear (aka: Wear Parts), unless a defect in material or workmanship can be determined by SAVÉCO North America. Wear parts are defined as brushes, rollers, spray nozzles, drum seals and other items specifically identified in the Operations & Maintenance Manual.

Warranty Coverage:

SAVÉCO North America's liability is limited to the supply or repair of defective parts returned, freight prepaid by buyer to a location specified by SAVÉCO North America. Repaired or replacement parts will be shipped to buyer prepaid via standard ground freight. Express or expedited shipments will be at the expense of the buyer.

Exclusions and Exceptions:

This Warranty excludes damage or wear to equipment caused by misapplication of product, improper maintenance, accident, abuse, unauthorized alteration or repair, Acts of God, or installation or operation that is non-compliant with SAVÉCO North America installation and operations instructions.

Limited Liability:

SAVÉCO North America shall not under any circumstances be liable for any incidental or consequential damages arising from loss, damage to property, personal injury or other damage or losses owing to the failure of SAVÉCO North America's equipment. The liability of SAVÉCO North America, Inc. is limited as set forth above within the time period set forth above.

VIII. Written Notice

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

To the Vendor:

Treatment Equipment Company
Attn: Chris McCalib, President
26828 Maple Valley Black Diamond
Rd. SE, #311
Maple Valley, WA 98038
Phone: 425-641-7101

To the City :

City of Gig Harbor
Attn: Chuck Roy, WW Superintendent
3510 Grandview Street
Gig Harbor, WA 98335
Phone: 253-851-8999

IX. Modification

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

X. Assignment

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

XI. Non-Waiver of Breach

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

XII. Resolution of Disputes

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

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

XIII. Entire Agreement

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

IN WITNESS WHEREOF, the parties have executed this Agreement on _____.

VENDOR

THE CITY OF GIG HARBOR

By: _____
Its _____

Mayor

ATTEST:

Josh Stecker, City Clerk

Approved as to form:
Office of the City Attorney

City Attorney



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

Meeting Date: August 14, 2023

SUBJECT: Professional Services Contract with Carollo Engineers, Inc., for WWTP Puget Sound Nutrient General Permit

SUBMITTED BY: Wastewater Treatment Plant Superintendent Chuck Roy

DEPARTMENT: Public Works

PHONE: 253-851-8999

SUGGESTED MOTION: Approve and authorize the mayor to execute a Professional Services Contract with Carollo Engineers, Inc., for WWTP Puget Sound Nutrient General Permit in an amount not to exceed \$120,130.00.

BACKGROUND INFORMATION: The city is requesting the continued engineering support from Carollo Engineers to assist the Wastewater Treatment Plant staff in completing Washington State Department of Ecology requirements related to the Puget Sound Nutrient General Permit.

The City of Gig Harbor has been identified by Ecology as a “WWTP with small TIN loads” in their Puget Sound Nutrient General Permit issued December 1, 2021. As a result of this permit, the city has requested support of a qualified consultant who will assist the city.

FISCAL CONSIDERATION: The amount budgeted for 2023-24 in the wastewater operating professional services budget is \$109,000.00. There are sufficient funds in the Wastewater Operating Professional Services budget to continue this project. This is a multi-year project to support the city with meeting the requirements of the Puget Sound Nutrient General Permit.

Expenditure Required: \$120,130.00	Amount Budgeted: \$109,000.00	Appropriation Required: \$0
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BOARD/COMMISSION/COMMITTEE RECOMMENDATION: None

ATTACHMENTS: Professional Services Contract with Carollo Engineers, Inc., for WWTP Puget Sound Nutrient General Permit

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

**PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
CAROLLO ENGINEERS, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and Carollo Engineers, Inc., a California corporation (the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in Puget Sound Nutrient General Permit 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 Twenty Thousand, One Hundred Thirty Dollars and Zero Cents (\$120,130.00) 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 December 31, 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. Ownership and Use of Work Product. Any and all documents, drawings, reports, and other work product produced by the Consultant under this Agreement shall become the property of the City upon payment of the Consultant's fees and charges therefore. The City shall have the complete right to use and re-use such work product in any manner deemed appropriate by the City, provided, that use on any project other than that for which the work product is prepared shall be at the City's risk unless such use is agreed to by the Consultant.

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

11. Records.

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

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

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

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

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

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

14. Resolution of Disputes and Governing Law.

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

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

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

CONSULTANT:
ATTN: Tadd Giesbrecht, PE
Proj. Mgr./Vice President
Carollo Engineers, Inc.
1200 Fifth Ave., Suite 900
Seattle, WA 98101
(206) 538-5836

City of Gig Harbor
ATTN: Chuck Roy, Superintendent
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 on

_____.

CONSULTANT

CITY OF GIG HARBOR

By: _____

By: _____

Tracie Markley, Mayor

Its: _____

ATTEST:

By: _____

City Clerk

Its: _____

APPROVED AS TO FORM:

City Attorney



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

Meeting Date: August 14, 2023

SUBJECT: Resolution 1288 Authorizing the Execution of one Sewer Utility Extension Agreement with Harbor Run, LLC

SUBMITTED BY: Associate Engineer Stephanie Seibel

DEPARTMENT: Public Works Department - Engineering

PHONE: 253-853-7626

SUGGESTED MOTION: Move to approve Resolution 1288.

BACKGROUND INFORMATION: The city received a request for a sewer utility extension agreement (UEA) from Harbor Run LLC to extend the city's sewer utilities from Apollo Way into the Harbor Run Plat located on Peacock Hill Avenue. This project would connect to the city's existing sewer main within Apollo Way and extend down Peacock Hill Avenue to the plat. See the attached map depicting the location of the parcel.

The proposed UEA is requesting a total of sixteen (16) sewer ERU's. The draft sewer agreement is attached for your review.

At the June 12 council meeting, council approved Resolution 1282 amending the wastewater comprehensive plan by revising the sewer collection basin boundary between sewer collection basins #2 and #3 requested by this plat. The amendment allows for the connection within Apollo Way.

At the August 3 city council study session, staff discussed the proposed agreement and responded to questions. Council requested Staff provide a UEA for consideration by city council.

FISCAL CONSIDERATION: The proposed utility extension agreements require Harbor Run, LLC to pay all costs for designing, constructing, and permitting the necessary extension of the city's sewer utility.

Lastly, as prescribed by Chapter 13.32 GHMC and noted in the proposed utility extension agreement, all general facilities charges and monthly services charges for sewer services outside the city limits shall be charged at 1.5 times the in-city rates.

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: None.

ATTACHMENTS: Resolution 1288

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

RESOLUTION 1288

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO EXTENDING SEWER SERVICE OUTSIDE THE CITY, AUTHORIZING THE EXECUTION OF ONE SEWER UTILITY EXTENSION AGREEMENT WITH HARBOR RUN, LLC, TO A SIXTEEN (16) LOT RESIDENTIAL SUBDIVISION IN PIERCE COUNTY, WASHINGTON

WHEREAS, Harbor Run, LLC is in the process of permitting through Pierce County a sixteen (16) lot residential subdivision outside city limits but inside the city's urban growth area; and

WHEREAS, Harbor Run, LLC has requested connection to the City of Gig Harbor's sewer utility to serve their subdivision known as the Harbor Run Plat and located at Peacock Hill Avenue; and

WHEREAS, RCW 35.67.310 and RCW 35.92.200 authorize the city to provide sewer utility services to property beyond the city limits; and

WHEREAS, Chapter 13.34 of the Gig Harbor Municipal Code requires the property owner seeking a utility extension to enter into a utility extension agreement with the city as a condition of a utility extension; and

WHEREAS, the city currently has capacity to provide the requested utility connections; and

WHEREAS, on August 14, 2023, the Gig Harbor City Council held a council meeting on the Harbor Run, LLC requested utility extension agreement;

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

Section 1. The city council hereby authorizes the mayor to execute the utility extension agreement attached hereto as Exhibit A, with the owner, Harbor Run, LLC.

Section 2. The city council hereby directs the city clerk to record the utility extension agreement against the property legally described in the utility extension agreement, at the cost of the applicant.

ADOPTED by the City Council of the City of Gig Harbor at a regular meeting thereof, held this 14th day of August, 2023.

Tracie Markley
Mayor

Attest:

Joshua Stecker, CMC
City Clerk

AFTER RECORDING RETURN TO:

The City of Gig Harbor
Attn: City Clerk
3510 Grandview Street
Gig Harbor, WA 98335

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM

Document Title(s) (or transactions contained therein):

Utility Extension, Capacity Agreement and Agreement Waiving Right to Protest LID

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

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

City of Gig Harbor

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

Section 32 Township 22 Range 02 Quarter 23 : N 1/2 OF N 1/2 OF N 1/2 OF SW OF NW EXC CO RD

Assessor's Property Tax Parcel or Account Number: 0222322021

Reference Number(s) of Documents assigned or released: N/A

UTILITY EXTENSION, CAPACITY AGREEMENT AND AGREEMENT WAIVING RIGHT TO PROTEST LID

THIS AGREEMENT is entered into this _____ day of _____, 2023, between the City of Gig Harbor, Washington, a municipal corporation of the State of Washington (the "City"), and Harbor Run LLC, a Limited Liability Company (the "Owner").

RECITALS

WHEREAS, the Owner is the owner of certain real property located in Pierce County which is legally described as set forth in Exhibit "A" and shown in the location map in Exhibit "B" attached hereto and incorporated herein by this reference; and

WHEREAS, the Owner's property is not currently within the City limits; and

WHEREAS, the Owner desires to connect to the City sewer utility system, hereafter referred to as the "utility," and the City is willing to allow connection only upon certain terms and conditions in accordance with Title 13 of the Gig Harbor Municipal Code, as now enacted or hereinafter amended; and

WHEREAS, on August 14, 2023 the City Council held a Council meeting on this Utility Extension Capacity Agreement; NOW, THEREFORE,

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

TERMS

1. Warranty of Title. The Owner warrants that Owner is the owner of the property described in Exhibit 'A', which is attached hereto and incorporated herein by this reference, and is authorized to enter into this Agreement.

2. Extension Authorized. The City hereby authorizes the Owner to extend service to Owner's property from the existing utility line on Apollo Way (street or right-of-way) at the following location: XXX 108TH ST NW, Gig Harbor, WA 98332.

3. Costs. Owner will pay all costs of designing, engineering and constructing the extension. All construction shall be done to City standards and according to plans approved by the City Engineer. Any and all costs incurred by the City in reviewing plans and inspecting construction shall be paid for by the Owner.

4. Sewer Capacity Commitment. The City agrees to provide to the Owner sewer utility service and hereby reserves to the Owner the right to discharge to the City's sewage system 16 ERU's; provided however, that the City retains the authority to temporarily suspend such capacity where necessary to protect public health and safety, or where required to comply with the City's NPDES permit, or any other permits required by any agency with jurisdiction. These capacity rights are allocated only to the Owner's system as herein described. Any modification to this system must first be approved by the City. Capacity rights acquired by the Owner pursuant to this Agreement

{AXS1214484.DOC;1/00008.900000/ }

shall not constitute ownership by the Owner of any facilities comprising the City sewage system. The City agrees to reserve to the Owner this capacity as set forth in GHMC 13.34.030.

5. Capacity Commitment Payment.

A. The Owner agrees to pay the City within 30 days of City Council approval of this Agreement and prior to the Mayor's execution of this agreement the sum of \$ 34,704.00 which is fifteen percent (15%) of the current general facilities charge, to reserve the above specified capacity. This payment shall reserve the specified capacity for a period of up to three years from the date of the Mayor's execution.

B. In the event the Owner has not made connection to the City's utility system by the date set forth above and no extension of the commitment period occurs as outlined below, such capacity commitment shall expire and the Owner shall forfeit one hundred percent (100%) of this capacity commitment payment to cover the City's administrative and related expenses.

C. In the event the Pierce County Boundary Review Board should not approve extension of the City's sewer system prior to the expiration of the commitment period, the Owner shall be entitled to a refund of the capacity commitment payment (without interest), less a five percent (5%) administrative fee.

6. Extension of Commitment Period. The Owner may extend the capacity commitment period for the life of the underlying development application or the underlying development approval upon payment of a capacity commitment payment of 100% of the value of the current general facilities charge. At the time of actual connection, per GHMC 13.34.040(7), if the sewer general facilities charge has increased, the Owner shall pay the difference between what was paid for the capacity commitment payment and the actual cost of the current general facilities charge.

7. Permits; Easements. Owner shall secure and obtain, at Owner's sole cost and expense, any and all necessary permits, easements, approvals, and licenses to construct the extension, including, but not limited to, all necessary easements, excavation permits, street use permits, or other permits required by state, county and city governmental departments including, but not limited to, the Pierce County Public Works Department, Pierce County Environmental Health Department, State Department of Ecology, Pierce County Boundary Review Board, and City of Gig Harbor.

8. Turn Over of Capital Facilities. If the extension of utility service to Owner's property involves the construction of water or sewer main lines, pump stations, wells, and/or other City required capital facilities, the Owner agrees if required by the City to turn over and dedicate such facilities to the City, at no cost, upon the completion of construction and approval and acceptance of the same by the City. As a prerequisite to such turn over and acceptance, the Owner will furnish to the City the following:

A. Record drawings in a form acceptable to the City Engineer;

B. Any necessary easements, permits or licenses for the continued operation, maintenance, repair or reconstruction of such facilities by the City, in a form approved by the City Attorney;

C. A bill of sale in a form approved by the City Attorney; and

D. A bond or other suitable security in a form approved by the City Attorney and in an amount approved by the City Engineer, ensuring that the facilities will remain free from defects in workmanship and materials for a period of two years.

9. General Facilities Charges. The Owner agrees to pay the applicable general facilities charges, in addition to any costs of construction, as a condition of connecting to the City utility system at the rate schedules applicable at the time the Owner physically connects his/her property to the system. Any commitment payment that has not been forfeited shall be applied to the City's general facilities charges. Should the Owner not connect 100% of the Sewer Capacity Commitment, the Capacity Commitment payment shall be credited on a prorated percentage basis to the general facilities charges as they are levied.

10. Service Charges. In addition to the general facilities charges, the Owner agrees to pay for utility service rendered according to the rates for services applicable to properties outside the city limits as such rates exist (which is presently at 150% the rate charged to customers inside city limits) or as they may be hereafter amended or modified.

11. Annexation.

A. Owner understands that annexation of the property described on Exhibit 'A' to the City will result in the following consequences:

- i. Pierce County ordinances, resolutions, rules and regulations will cease to apply to the property upon the effective date of annexation;
- ii. City of Gig Harbor ordinances, resolutions, rules and regulations will apply to the property upon the effective date of annexation;
- iii. Governmental services, such as police, fire and utility service will be provided to the property by the City of Gig Harbor upon the effective date of annexation;
- iv. The property may be required to assume all or any portion of the existing City of Gig Harbor indebtedness, and property tax rates and assessments applicable to the property may be different from those applicable prior to the effective date of annexation;
- v. Zoning and land use regulations applicable to the property after annexation may be different from those applicable to the property prior to annexation; and
- vi. All or any portion of the property may be annexed and the property may be annexed in conjunction with, or at the same time as, other property in the vicinity.

B. With full knowledge and understanding of these consequences of annexation and with full knowledge and understanding of Owner's decision to forego opposition to annexation of the property to the City of Gig Harbor, Owner agrees to sign a petition for annexation to the City of the property described on Exhibit "A" as provided in RCW 35.14.120, as it now exists or as it may hereafter be amended, at such time as the Owner is requested by the City to do so. The Owner

{AXS1214484.DOC;1/00008.900000/ }

also agrees and appoints the Mayor of the City as Owner's attorney-in-fact to execute an annexation petition on Owner's behalf in the event that Owner shall fail or refuse to do so and agrees that such signature shall constitute full authority from the Owner for annexation as if Owner had signed the petition himself. Owner further agrees not to litigate, challenge or in any manner contest, annexation to the City. This Agreement shall be deemed to be continuing, and if Owner's property is not annexed for whatever reason, including a decision by the City not to annex, Owner agrees to sign any and all subsequent petitions for annexations. In the event that any property described on Exhibit 'A' is subdivided into smaller lots, the purchasers of each subdivided lot shall be bound by the provisions of this paragraph.

12. Public Works Standards and Utility Regulations. Owner agrees to comply with all of the requirements of the City's public works standards relating to sewer and utility regulations when developing or redeveloping all or any part of the property described on Exhibit "A", and all other applicable sewerage standards in effect at the time.

13. Liens. The Owner understands and agrees that delinquent payments under this agreement shall constitute a lien upon the above-described property. The lien shall be as provided in RCW 35.67.200, and shall be enforced in accordance with RCW 35.67.220 through RCW 35.67.290, all as now enacted or hereafter amended.

14. Termination for Noncompliance. In the event Owner fails to comply with any term or condition of this Agreement, the City shall have the right, at any time, to enter onto the Owner's property and for that purpose disconnect the sewer, in addition to any other remedies available to the City.

15. Waiver of Right to Protest LID. (If applicable)

A. Owner acknowledges that the entire property legally described in Exhibit 'A' would be specially benefited by the following improvements (specify):

Extension of public Sanitary Sewer Gravity Main from Apollo Way into the Harbor Run Plat, located at XXX 108th Street, Gig Harbor, WA 98332

B. Owner agrees to sign a petition for the formation of an LID or ULID for the specified improvements at such time as one is circulated and Owner hereby appoints the Mayor of the City as his attorney-in-fact to sign such a petition in the event Owner fails or refuses to do so.

C. With full understanding of Owner's right to protest formation of an LID or ULID to construct such improvements pursuant to RCW 35.43.180, Owner agrees to participate in any such LID or ULID and to waive his right to protest formation of the same. Owner shall retain the right to contest the method of calculating any assessment and the amount thereof, and shall further retain the right to appeal the decision of the City Council affirming the final assessment roll to the superior court. Notwithstanding any other provisions of this Agreement, this waiver of the right to protest shall only be valid for a period of ten (10) years from the date this Agreement is signed by the Owner.

16. Specific Enforcement. In addition to any other remedy provided by law or this Agreement, the terms of this Agreement may be specifically enforced by a court of competent jurisdiction.

17. Covenant. The conditions and covenants set forth in this Agreement and incorporated herein by the Exhibits shall run with the land and the benefits and burdens shall bind and inure to the benefit of the parties. The Owner, and every purchaser, assignee or transferee of an interest in the Property, or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be the beneficiary thereof and a party thereto, but only with respect to the Property, or such portion thereof, sold, assigned or transferred to it. Any such purchaser, assignee or transferee shall observe and fully perform all of the duties and obligations of the Owner contained in this Agreement, as such duties and obligations pertain to the portion of the Property sold, assigned or transferred to it. All costs of recording this Agreement with the Pierce County Auditor shall be borne by the Owner.

18. Attorney's Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. In any suit or action seeking to enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, in addition to any other remedy provided by law or this agreement. Venue of such action shall lie in Pierce County Superior Court or the U.S. District Court for Western Washington.

19. Notices. Notices and correspondence to the City and Owner shall be sufficiently given if dispatched by pre-paid first-class mail to the addresses of the parties as designated below. Notice to any person who purchases any portion of the Property from the Owner shall be required to be given by the City only for those property purchasers who provide the City with written notice of their address. The parties hereto may, from time to time, advise the other of any new addresses for notice and correspondence.

TO THE CITY:

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

TO THE OWNER:

Harbor Run LLC
1102 Broadway Street, Suite 203
Tacoma, WA 98402

20. Severability and Integration. This Agreement and the Exhibits attached hereto constitute the agreement between the parties on this subject matter, and there are no other understandings, verbal or written, that modify the terms of this Agreement. If any phrase, provision, or section of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of Washington which became effective after the effective date of this Agreement, such invalidity shall not affect the other terms of this Agreement.

DATED this _____ day of _____, 2023.

OWNER:

CITY OF GIG HARBOR

By: _____
Its _____
(Owner, President, Managing Member)

By: _____
Its Mayor

Attest:

City Clerk, Josh Stecker

Approved as to form:
Office of the City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

DATED: _____

Printed: _____
Notary Public in and for Washington
Residing at: _____
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF P I E R C E)

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

DATED: _____

Printed: _____
Notary Public in and for Washington
Residing at _____

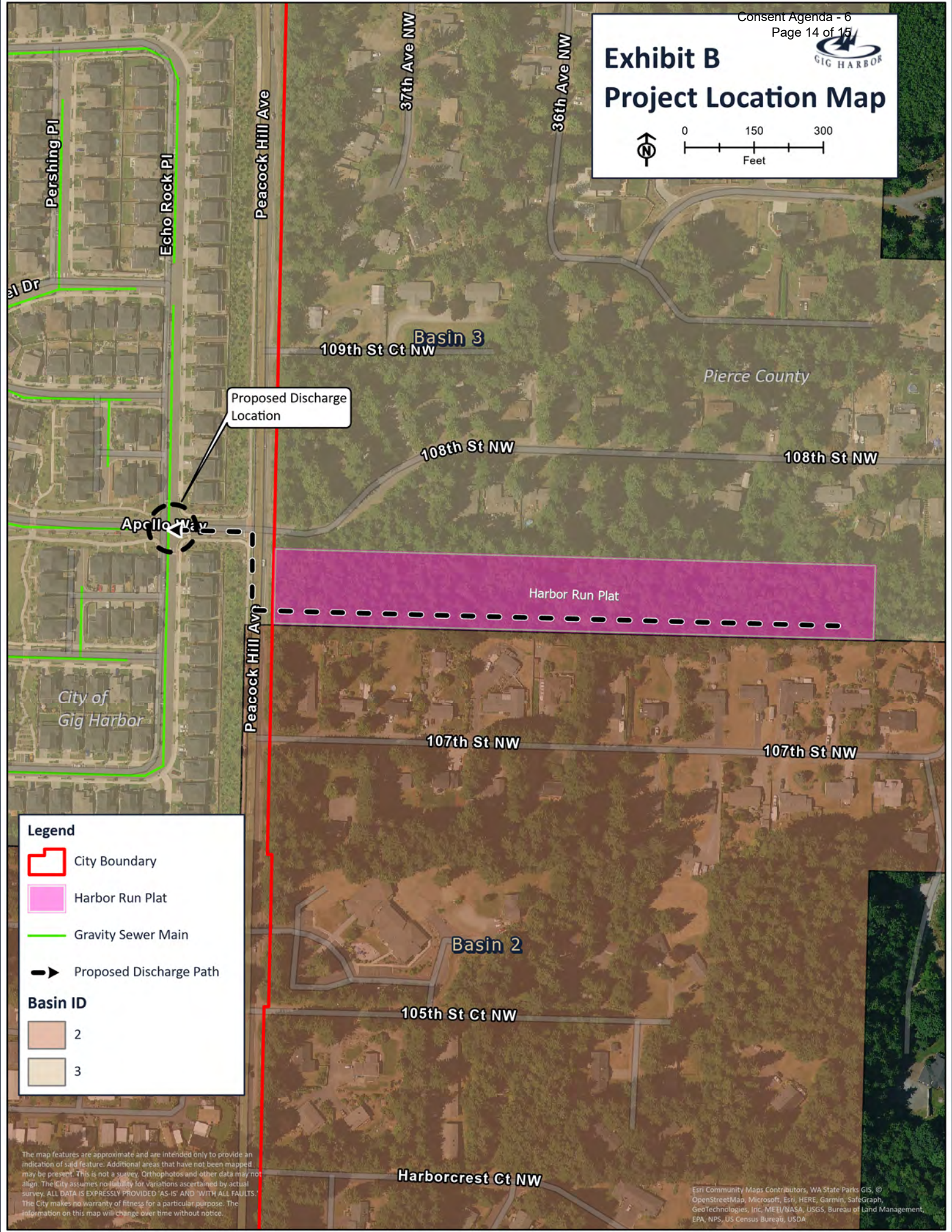
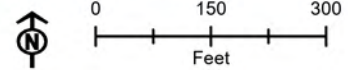
My appointment expires: _____

EXHIBIT A
PROPERTY LEGAL DESCRIPTON

EXHIBIT B
PROPERTY LOCATION MAP



Exhibit B Project Location Map



Legend

- City Boundary
- Harbor Run Plat
- Gravity Sewer Main
- Proposed Discharge Path

Basin ID

- 2
- 3

The map features are approximate and are intended only to provide an indication of said feature. Additional areas that have not been mapped may be present. This is not a survey. Orthophotos and other data may not align. The City assumes no liability for variations ascertained by actual survey. ALL DATA IS EXPRESSLY PROVIDED "AS-IS" AND "WITH ALL FAULTS". The City makes no warranty of fitness for a particular purpose. The information on this map will change over time without notice.

EXHIBIT "A"

Legal Description

For APN/Parcel ID(s): 022232-2021

THE NORTH HALF OF THE NORTH HALF OF THE NORTH HALF OF THE
SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32,
TOWNSHIP 22 NORTH, RANGE 2 EAST, OF THE WILLAMETTE MERIDIAN,
IN PIERCE COUNTY, WASHINGTON.

EXCEPT COUNTY ROAD.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

FIDELITY NATIONAL TITLE COMPANY OF WASHINGTON, INC.
COMMITMENT NO. 611221864



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

Meeting Date: August 14, 2023

SUBJECT: Resolution 1289 Authorizing the Execution of one Water Utility Extension Agreement with Pierce County Fire District #5

SUBMITTED BY: Associate Engineer Stephanie Seibel

DEPARTMENT: Public Works Department - Engineering

PHONE: 253-853-7626

SUGGESTED MOTION: Move to approve Resolution 1289.

BACKGROUND INFORMATION: The city received a request for a utility extension agreement (UEA) from Pierce County Fire District #5 to extend the city's water utilities from Bujacich Road into their Training Facility and Station #5 Site. This project would connect to the city's existing water main within Bujacich Road. See the attached map depicting the location of the parcel.

The proposed UEA is requesting a total of one (1) water ERU. The draft water agreement is attached for your review.

The city currently serves the parcel for fire flow only and the parcel domestic water comes from their on-site well. Penlight currently performs the well testing for the Fire District. The city is able to serve this parcel due to it not being identified in the Pierce County coordinated water system plan as being served by any existing water purveyor.

At the July 27 city council study session, staff discussed the proposed agreement and responded to questions. Council requested staff provide a UEA for consideration by council.

FISCAL CONSIDERATION: The proposed utility extension agreements require PCFD#5 to pay all costs for designing, constructing, and permitting the necessary extension of the city's water utility.

Lastly, as prescribed by Chapter 13.32 GHMC and noted in the proposed utility extension agreement, all general facilities charges and monthly services charges for water services outside the city limits shall be charged at 1.5 times the in-city rates.

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: None.

ATTACHMENTS: Resolution 1289

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

RESOLUTION 1289

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO EXTENDING SEWER SERVICE OUTSIDE THE CITY, AUTHORIZING THE EXECUTION OF ONE WATER UTILITY EXTENSION AGREEMENT WITH PIERCE COUNTY FIRE DISTRICT #5, TO THE TRAINING FACILITY AND STATION #5 SITE IN PIERCE COUNTY, WASHINGTON

WHEREAS, Pierce County Fire District #5 is in the process of permitting through Pierce County a Training Center and New Station #58 expansion outside city limits and the City's urban growth area, but currently served by city water for fire flow; and

WHEREAS, Pierce County Fire District #5 has requested connection to the City of Gig Harbor's water utility to serve their site known as the PCFD#5 Training Center and Station #58 and located at 10302 Bujacich Road; and

WHEREAS, RCW 35.67.310 and RCW 35.92.200 authorize the city to provide water utility services to property beyond the city limits; and

WHEREAS, Chapter 13.34 of the Gig Harbor Municipal Code (GHMC) requires the property owner seeking a utility extension to enter into a utility extension agreement with the city as a condition of a utility extension; and

WHEREAS, the city currently has capacity to provide the requested utility connections; and

WHEREAS, on August 14, 2023, the Gig Harbor City Council held a council meeting on the Pierce County Fire District #5 requested utility extension agreement;

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

Section 1. The city council hereby authorizes the mayor to execute the utility extension agreement attached hereto as Exhibit A, with the owner, Pierce County Fire District #5.

Section 2. The city council hereby directs the city clerk to record the utility extension agreement against the property legally described in Exhibit A of the utility extension agreement, at the cost of the applicant.

ADOPTED by the City Council of the City of Gig Harbor at a regular meeting thereof, held this 14th day of August, 2023.

Tracie Markley
Mayor

Attest:

Joshua Stecker, CMC
City Clerk

AFTER RECORDING RETURN TO:

The City of Gig Harbor
Attn: City Clerk
3510 Grandview Street
Gig Harbor, WA 98335

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM

Document Title(s) (or transactions contained therein):

Utility Extension, Capacity Agreement and Agreement Waiving Right to Protest LID

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

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

City of Gig Harbor

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

Section 36 Township 22 Range 01 Quarter 31 : COM CENT QTR COR TH ALG E/W C/L N 87 DEG
49 MIN 27 SEC W 65.97 FT TO POB TH CONT ALG SD C/L N 87 DEG 49 MIN 27 SEC W 792 FT TH
S 01 DEG 27 MIN 39 SEC W 330.03 FT TH S 87 DEG 49 MIN 27 SEC E 750.59 FT TH N 08 D

Assessor's Property Tax Parcel or Account Number: 0122363018

Reference Number(s) of Documents assigned or released: _____

**UTILITY EXTENSION, CAPACITY AGREEMENT
AND AGREEMENT WAIVING RIGHT TO PROTEST LID**

THIS AGREEMENT is entered into this _____ day of _____, 2023, between the City of Gig Harbor, Washington, a municipal corporation of the State of Washington (the "City"), and Pierce County Fire District #5 (the "Owner").

RECITALS

WHEREAS, the Owner is the owner of certain real property located in Pierce County which is legally described as set forth in Exhibit "A" and shown in the location map in Exhibit "B" attached hereto and incorporated herein by this reference; and

WHEREAS, the Owner's property is not currently within the City limits; and

WHEREAS, the Owner desires to connect to the City's water utility system, hereafter referred to as the "utility," and the City is willing to allow connection only upon certain terms and conditions in accordance with Title 13 of the Gig Harbor Municipal Code, as now enacted or hereinafter amended; and

WHEREAS, on August 14, 2023 the City Council held a Council meeting on this Utility Extension Capacity Agreement; NOW, THEREFORE,

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

TERMS

1. Warranty of Title. The Owner warrants that Owner is the owner of the property described in Exhibit 'A', which is attached hereto and incorporated herein by this reference, and is authorized to enter into this Agreement.

2. Extension Authorized. The City hereby authorizes the Owner to extend service to Owner's property from the existing utility line on Bujacich Road (street or right-of-way) at the following location: 10222 Bujacich Road NW.

3. Costs. Owner will pay all costs of designing, engineering and constructing the extension. All construction shall be done to City standards and according to plans approved by the City Engineer. Any and all costs incurred by the City in reviewing plans and inspecting construction shall be paid for by the Owner.

4. Water Capacity Commitment. The City agrees to provide to the Owner water utility service and hereby reserves to the Owner 4.2 ERU's; provided however, that the City retains the authority to temporarily suspend such capacity where it is necessary to comply with other permits required by any agency with jurisdiction. These capacity rights are allocated only to the Owner's system as herein described. Any modification to this system must first be approved by the City. Capacity rights acquired by the Owner pursuant to this Agreement shall not constitute ownership by the Owner of any facilities comprising the City's water system. The City agrees to reserve to the Owner this capacity as set forth in GHMC 13.34.030.

5. Capacity Commitment Payment.

A. The Owner agrees to pay the City within 30 days of City Council approval of this Agreement and prior to the Mayor's execution of this agreement the sum of \$ \$8,754.53 which is fifteen percent (15%) of the current general facilities charge, to reserve the above specified capacity. This payment shall reserve the specified capacity for a period of up to three years from the date of the Mayor's execution.

B. In the event the Owner has not made connection to the City's utility system by the date set forth above and no extension of the commitment period occurs as outlined below, such capacity commitment shall expire and the Owner shall forfeit one hundred percent (100%) of this capacity commitment payment to cover the City's administrative and related expenses.

C. In the event the Pierce County Boundary Review Board should not approve extension of the City's water system prior to the expiration of the commitment period, the Owner shall be entitled to a refund of the capacity commitment payment (without interest), less a five percent (5%) administrative fee.

6. Extension of Commitment Period. The Owner may extend the capacity commitment period for the life of the underlying development application or the underlying development approval upon payment of a capacity commitment payment of 100% of the value of the current general facilities charge. At the time of actual connection, per GHMC 13.34.040(7), if the water general facilities charge has increased, the Owner shall pay the difference between what was paid for the capacity commitment payment and the actual cost of the current general facilities charge.

7. Permits; Easements. Owner shall secure and obtain, at Owner's sole cost and expense, any and all necessary permits, easements, approvals, and licenses to construct the extension, including, but not limited to, all necessary easements, excavation permits, street use permits, or other permits required by state, county and city governmental departments including, but no limited to, the Pierce County Public Works Department, Pierce County Environmental Health Department, State Department of Ecology, Pierce County Boundary Review Board, and City of Gig Harbor.

8. Turn Over of Capital Facilities. If the extension of utility service to Owner's property involves the construction of water or sewer main lines, pump stations, wells, and/or other City required capital facilities, the Owner agrees if required by the City to turn over and dedicate such facilities to the City, at no cost, upon the completion of construction and approval and acceptance of the same by the City. As a prerequisite to such turn over and acceptance, the Owner will furnish to the City the following:

- A. Record drawings in a form acceptable to the City Engineer;
- B. Any necessary easements, permits or licenses for the continued operation, maintenance, repair or reconstruction of such facilities by the City, in a form approved by the City Attorney;
- C. A bill of sale in a form approved by the City Attorney; and
- D. A bond or other suitable security in a form approved by the City Attorney and in an

amount approved by the City Engineer, ensuring that the facilities will remain free from defects in workmanship and materials for a period of two years.

9. General Facilities Charges. The Owner agrees to pay the applicable general facilities charges, in addition to any costs of construction, as a condition of connecting to the City utility system at the rate schedules applicable at the time the Owner physically connects his/her property to the system. Any commitment payment that has not been forfeited shall be applied to the City's general facilities charges. Should the Owner not connect 100% of the Water Capacity Commitment, the Capacity Commitment payment shall be credited on a prorated percentage basis to the general facilities charges as they are levied.

10. Service Charges. In addition to the general facilities charges, the Owner agrees to pay for utility service rendered according to the rates for services applicable to properties outside the city limits as such rates exist (which is presently at 150% the rate charged to customers inside city limits) or as they may be hereafter amended or modified.

11. Annexation.

A. Owner understands that annexation of the property described on Exhibit 'A' to the City will result in the following consequences:

- i. Pierce County ordinances, resolutions, rules and regulations will cease to apply to the property upon the effective date of annexation;
- ii. City of Gig Harbor ordinances, resolutions, rules and regulations will apply to the property upon the effective date of annexation;
- iii. Governmental services, such as police, fire and utility service will be provided to the property by the City of Gig Harbor upon the effective date of annexation;
- iv. The property may be required to assume all or any portion of the existing City of Gig Harbor indebtedness, and property tax rates and assessments applicable to the property may be different from those applicable prior to the effective date of annexation;
- v. Zoning and land use regulations applicable to the property after annexation may be different from those applicable to the property prior to annexation; and
- vi. All or any portion of the property may be annexed and the property may be annexed in conjunction with, or at the same time as, other property in the vicinity.

B. With full knowledge and understanding of these consequences of annexation and with full knowledge and understanding of Owner's decision to forego opposition to annexation of the property to the City of Gig Harbor, Owner agrees to sign a petition for annexation to the City of the property described on Exhibit "A" as provided in RCW 35.14.120, as it now exists or as it may hereafter be amended, at such time as the Owner is requested by the City to do so. The Owner also agrees and appoints the Mayor of the City as Owner's attorney-in-fact to execute an annexation petition on Owner's behalf in the event that Owner shall fail or refuse to do so and agrees that such signature shall constitute full authority from the Owner for annexation as if Owner had signed the petition himself. Owner further agrees not to litigate, challenge or in any manner

contest, annexation to the City. This Agreement shall be deemed to be continuing, and if Owner's property is not annexed for whatever reason, including a decision by the City not to annex, Owner agrees to sign any and all subsequent petitions for annexations. In the event that any property described on Exhibit 'A' is subdivided into smaller lots, the purchasers of each subdivided lot shall be bound by the provisions of this paragraph.

12. Public Works Standards and Utility Regulations. Owner agrees to comply with all of the requirements of the City's public works standards relating to water and utility regulations when developing or redeveloping all or any part of the property described on Exhibit "A", and all other applicable water standards in effect at the time.

13. Liens. The Owner understands and agrees that delinquent payments under this agreement shall constitute a lien upon the above-described property. The lien shall be as provided in RCW 35.67.200, and shall be enforced in accordance with RCW 35.67.220 through RCW 35.67.290, all as now enacted or hereafter amended.

14. Termination for Noncompliance. In the event Owner fails to comply with any term or condition of this Agreement, the City shall have the right, at any time, to enter onto the Owner's property and for that purpose disconnect the water, in addition to any other remedies available to the City.

15. Waiver of Right to Protest LID. (If applicable)

A. Owner acknowledges that the entire property legally described in Exhibit 'A' would be specially benefited by the following improvements (specify):

Extension of public Water Main and all associated appurtenances from Bujacich into the PCFD #5 - Training Campus and Station #58 expansion, located at 10222 Bujacich Road NW, Gig Harbor, WA 98332

B. Owner agrees to sign a petition for the formation of an LID or ULID for the specified improvements at such time as one is circulated and Owner hereby appoints the Mayor of the City as his attorney-in-fact to sign such a petition in the event Owner fails or refuses to do so.

C. With full understanding of Owner's right to protest formation of an LID or ULID to construct such improvements pursuant to RCW 35.43.180, Owner agrees to participate in any such LID or ULID and to waive his right to protest formation of the same. Owner shall retain the right to contest the method of calculating any assessment and the amount thereof, and shall further retain the right to appeal the decision of the City Council affirming the final assessment roll to the superior court. Notwithstanding any other provisions of this Agreement, this waiver of the right to protest shall only be valid for a period of ten (10) years from the date this Agreement is signed by the Owner.

16. Specific Enforcement. In addition to any other remedy provided by law or this Agreement, the terms of this Agreement may be specifically enforced by a court of competent jurisdiction.

17. Covenant. The conditions and covenants set forth in this Agreement and incorporated herein by the Exhibits shall run with the land and the benefits and burdens shall bind and inure to the benefit of the parties. The Owner, and every purchaser, assignee or transferee of an interest in the Property, or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be the beneficiary thereof and a party thereto, but only with respect to the Property, or such portion thereof, sold, assigned or transferred to it. Any such purchaser, assignee or transferee shall observe and fully perform all of the duties and obligations of the Owner contained in this Agreement, as such duties and obligations pertain to the portion of the Property sold, assigned or transferred to it. All costs of recording this Agreement with the Pierce County Auditor shall be borne by the Owner.

18. Attorney's Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. In any suit or action seeking to enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, in addition to any other remedy provided by law or this agreement. Venue of such action shall lie in Pierce County Superior Court or the U.S. District Court for Western Washington.

19. Notices. Notices and correspondence to the City and Owner shall be sufficiently given if dispatched by pre-paid first-class mail to the addresses of the parties as designated below. Notice to any person who purchases any portion of the Property from the Owner shall be required to be given by the City only for those property purchasers who provide the City with written notice of their address. The parties hereto may, from time to time, advise the other of any new addresses for notice and correspondence.

TO THE CITY:

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

TO THE OWNER:

Pierce County Fire District #5
10222 Bujacich Road NW
Gig Harbor, WA 98332

20. Severability and Integration. This Agreement and the Exhibits attached hereto constitute the agreement between the parties on this subject matter, and there are no other understandings, verbal or written, that modify the terms of this Agreement. If any phrase, provision, or section of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of Washington which became effective after the effective date of this Agreement, such invalidity shall not affect the other terms of this Agreement.

DATED this 14th day of August 2023.

OWNER:

CITY OF GIG HARBOR

By: _____
Its _____
(Owner, President, Managing Member)

By: _____
Its Mayor

Attest:

City Clerk, Josh Stecker

Approved as to form:
Office of the City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

DATED: _____

Printed: _____
Notary Public in and for Washington
Residing at: _____
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF P I E R C E)

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

DATED: _____

Printed: _____
Notary Public in and for Washington
Residing at _____
My appointment expires: _____

EXHIBIT A
PROPERTY LEGAL DESCRIPTON

EXHIBIT B
PROPERTY LOCATION MAP

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

THENCE ALONG THE EAST/WEST CENTERLINE OF SAID SECTION, NORTH $87^{\circ}49'27''$ WEST 65.97 FEET TO THE POINT OF BEGINNING OF THIS DESCRIBED PARCEL; THENCE CONTINUING ALONG SAID CENTERLINE NORTH $87^{\circ}49'27''$ WEST 792.00 FEET; THENCE SOUTH $1^{\circ}27'39''$ WEST 330.03 FEET THENCE SOUTH $87^{\circ}49'27''$ EAST 750.59 FEET; THENCE NORTH $8^{\circ}37'23''$ EAST 332.11 FEET TO THE POINT OF BEGINNING;

AND EXCEPT THAT PORTION LYING EASTERLY OF THE WESTERLY MARGIN OF BUJACICH COUNTY ROAD.

TAX PARCEL # 0122363018

THAT PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 22 NORTH, RANGE 1 EAST, W.M., IN PIERCE COUNTY, WASHINGTON, BEING MORE PARTICULARY DESCRIBED AS FOLLOWS:

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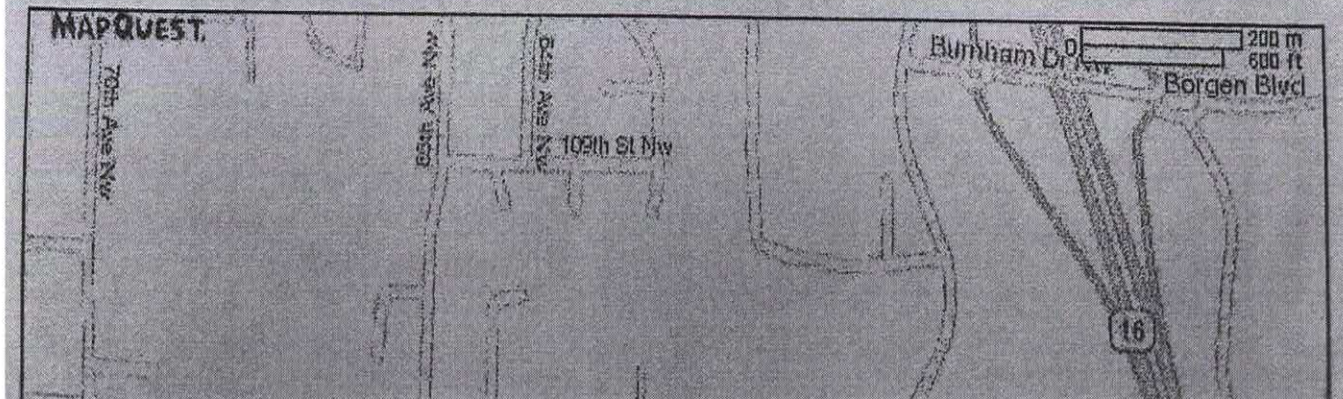
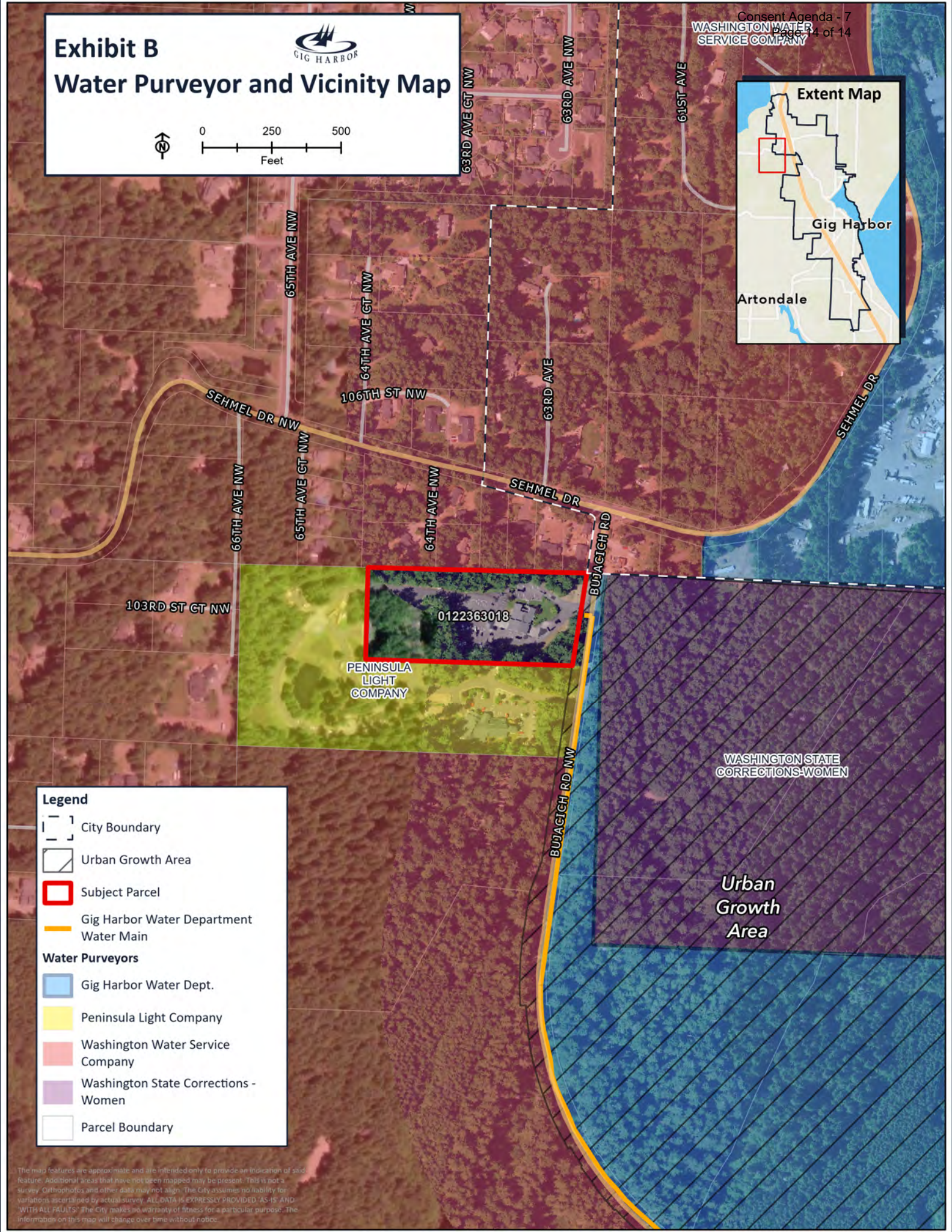
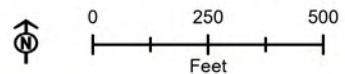


Exhibit B

Water Purveyor and Vicinity Map



Legend

- City Boundary
- Urban Growth Area
- Subject Parcel
- Gig Harbor Water Department Water Main
- Water Purveyors**
 - Gig Harbor Water Dept.
 - Peninsula Light Company
 - Washington Water Service Company
 - Washington State Corrections - Women
- Parcel Boundary

The map features are approximate and are intended only to provide an indication of said feature. Additional areas that have not been mapped may be present. This is not a survey. Orthophotos and other data may not align. The City assumes no liability for variations ascertained by actual survey. ALL DATA IS EXPRESSLY PROVIDED "AS-IS" AND "WITH ALL FAULTS". The City makes no warranty of fitness for a particular purpose. The information on this map will change over time without notice.



DEPARTMENT UPDATES

WEDNESDAY, AUGUST 9, 2023

A TWICE-MONTHLY SUMMARY FROM YOUR CITY OF GIG HARBOR LEADERSHIP TEAM

These department updates are an effort to increase our internal and external communication initiatives, to provide the mayor and city councilmembers with the information they need to serve the public and make informed decisions, and just as importantly, to share citywide information and updates with all staff and residents. Please feel free to send any questions, suggestions, or concerns about this document to communications@gigharborwa.gov.

ADMINISTRATION

City Administrator Katrina Knutson

CULTURAL ACCESS AD HOC COMMITTEE: At the May 25 study session, city council received a presentation from the Executive Director of the Harbor History Museum requesting council support for a [cultural access program](#) in Gig Harbor. Subsequent to that presentation, council directed staff to engage community advocates and stakeholders to create a cultural access ad hoc committee to review the program in more detail and provide feedback at a later date.

This week, City Administrator Knutson invited representatives from the Harbor History Museum, Downtown Waterfront Alliance, Peninsula School District, and other arts and cultural organizations to attend a kickoff meeting. The ad hoc committee will meet for the first time on Monday, August 28 at the Civic Center.

SUICIDE PREVENTION WEEK: Suicide Prevention Week is September 10-16. This is a time to remember those affected by suicide and to bring awareness for those struggling. The city will recognize Suicide Prevention Week with a proclamation at the September 11 council meeting. Additionally, an interactive art installation in furtherance of this important topic will be produced and available during this week. More details will be shared soon.

If you or someone you know is struggling with suicidal thoughts or feelings, know that help is available. The [988 Suicide and Crisis Lifeline](#) is available 24 hours a day, 7 days a week.

NEW CITY WEBSITE ADDRESS: Recently, staff updated the URL for the city's website to www.gigharborwa.gov. The .gov address provides more security and official standing than the previous .net address. The old cityofgigharbor.net link and all related .net links will continue to work and will redirect to the new website. Users will not see any interruption when using these links. As time allows, please update forms, documents, and webpages where needed.

If you see any interruption in service or experience any issues, please let ITS staff know.

COMMUNITY DEVELOPMENT

Community Development Director Carl de Simas

PROCESS IMPROVEMENTS: As we continue to find permit process efficiencies and identify new and better ways to serve our community, we are looking forward to our upcoming opportunity to work with the State Auditor's Office on a Lean Project, focused on process improvement. Staff are working to define the charter for the project with dates to conduct the work at the end of August. We are very excited to see the results of this effort and will make sure to keep reporting along the way.

CODE UPDATE: The Code Compliance/Enforcement code update is moving along. We have been hard at work collecting, analyzing, and excerpting examples from other jurisdictions, conducting internal interviews with other divisions and departments, and cross-checking a new chapter with existing code language. The new chapter will provide clarity for our enforcement process(es) while also creating, to the extent legally possible, a singular process structure that can be applied in most cases. There are always variables when it comes to code enforcement and those must be considered, but this new chapter will provide a much-needed roadmap to navigate the program and apply the provisions equitably and consistently.

PLANS UPDATE: Staff has been working hard to complete the Climate Action Plan and Urban Forestry Management Plan. We are very close to bringing both documents forward to the City Council for review and acceptance. Once we have reached this final milestone in plan development, we will finally be able to pivot to implementation planning and integration with our ongoing Comprehensive Plan Periodic Update. The Climate Action Plan was reviewed by the Planning Commission at their public meeting on August 3. We look forward to sharing more about both plans very soon!

HISTORIC PRESERVATION COMMISSION: On June 12, the City Council adopted Ordinance 1513 creating the city's first Historic Preservation Commission. This body will hear and make decisions on project proposals and special tax incentives related to properties listed on the city's local historic register. They may also be convened in the future to study historic aspects of our community and the city's Historic Preservation Program, in general, as the council and mayor see fit.

Two members of this new, five-person commission have been selected from the city's Design Review Board, which has been reduced to a five-person body as well. The final three members were selected through the city's typical appointment process. They were introduced to council at the August 3 study session and are expected to be confirmed at the City Council meeting on August 14.

PLANNING

The Draft Climate Action Plan was presented to the Planning Commission for discussion at their August 3 meeting. Many of the comments from the commission concerned the need for greater bicycle access and safety. The plan will next be presented to the City Council at their September 14 study session.

The first of three Housing Workshops will be held this Wednesday, August 9 at the Civic Center from 6:00 p.m. to 8:00 pm. The workshop will include a discussion of GMA requirements, recent legislation impacting housing, and potential updates to the Comprehensive Plan Housing Element.

BUILDING

Over this past reporting period, the Building Division received applications for 39 new permits including work at the Gene Juarez Salon, Harbor Christian Center, and Saint Nicholas Church. Additionally, we've issued 35 permits, including work at Real Craft Door and Holiday Senior Living. There were 36 finalized projects, which included three new single-family homes, and 166 inspections were completed.

We celebrate David Boyer's 4th year with the Department. It's an honor to have such an accomplished professional on our team.

CODE ENFORCEMENT

Work Continues on Code Compliance Process Improvement

Complaint: Abandoned RV

Complaint: Garbage Cans Left Out

Complaint: Invasive Plant Species

Property Dispute: Fencing

Public Disturbance: Noise on the Water

COURT

Court Administrator Stacy Colberg

TRAFFIC COURT: Traffic court is held on the second Tuesday of every other month. The next traffic court session is set for August 8 at 1:00 p.m. via Zoom.

All traffic court sessions are conducted remotely at this time.

JURY TRIALS: The following cases are set for jury trial on August 24 starting at 8:30 a.m. Judge Sandra Allen will determine priority on the morning of trial. All court proceedings are open to the public.

City vs. Jeffrey Hale	Assault 4 th - DV, Malicious Mischief - DV, Harassment - DV
City vs. Devin Royset	Theft 3 rd (Wilco)

FINANCE

Finance Director Dave Rodenbach

REVENUE UPDATE: General fund revenues remain our focus for the time being. Revenues received through July 2022 and 2023 are shown below. The ARPA stimulus (\$1,497,250) received in July 2022 is removed in order to provide a meaningful comparison. Excluding ARPA, the 2023 - 2024 total budgeted general fund revenues were budgeted at 2022 actual amounts. In other words, the 2023 general fund revenue budget is virtually identical to 2022 (within 0.2%) and, as shown in the table below, we are tracking four percent over the prior year. If this trend continues and expenditures remain in check, the general fund budget for the biennium remains healthy.

	Through July		% Change
	2022	2023	
Total General Fund Revenues	9,772,409	10,120,530	4%

Sales taxes are down three percent through July 2023. This compares to four percent down in the prior report which represented June over June.

Building permit and plan check fee revenues through July 2023 remain down significantly at 52 percent.

Some of the revenue streams that are mitigating the drop in sales taxes and development fees are shown below.

Other General Fund Revenues	Through July		% Change
	2022	2023	
Property Tax	1,803,493	1,868,894	4%
B & O Taxes	838,284	897,450	7%
City Utilities Tax	256,782	296,623	16%
Business Licenses	80,047	81,787	2%

HUMAN RESOURCES

Human Resources Director Shannon Costanti

ADVANCE YOUR CAREER

Are you looking to grow in your career? There are a variety of opportunities currently available throughout the city. Take a look and apply today! If you know someone who would be a great fit, please be encouraged to [tell them](#) about it!

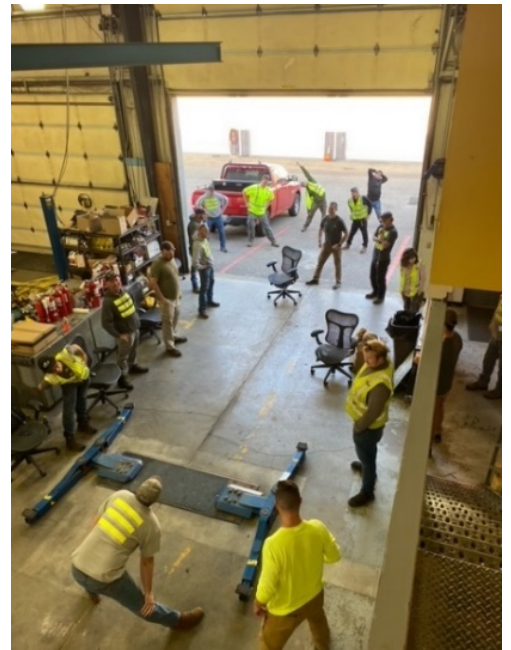
POSITION	TYPE	STATUS
Police Officer - Lateral & Exceptional Entry	FT	Continuous
Police Officer - Entry Level	FT	Closed - selection pending
Housing, Health & Human Services Program Manager	FT	Closed - selection pending
Construction Supervisor	FT	Closed - interviews pending
Public Works Assistant	FT	Audra Burwell starting 8/7
Wastewater Operator III	FT	James Wilkinson starting 8/7
Associate Engineer	FT	Chloe Wiser starting 8/14

SHOUT OUTS

Recognizing the Public Works Operations team for making a priority of good health and fun as they begin each morning with a brief movement exercise together before making their way out to serve our great city!

Shout Out to Officer Chet Dennis for helping the Public Works Operations crew control the traffic on Canterwood Blvd. the other day. We had an emergency arise that required us to be out in the travel lane to perform our work. Cars on Canterwood Blvd. consistently speed and his presence helped to ensure our crew's safety.

Thank you, Officer Dennis!



EVENTS

NATIONAL ICE CREAM SANDWICH DAY: National Ice Cream Sandwich Day is observed annually on August 2. As a small token of appreciation to all staff on this warm, sunny day, ice cream bars, sandwiches, and drumsticks were distributed citywide.



ITS

Information Technology Services Manager Keith Smith

COPIER REPLACEMENT: This Saturday, ITS staff will work with our vendor to replace all the Konica printers citywide. All existing address book entries and other settings will be transferred. The new machines print faster and have a more responsive and modern touch screen.

POLICE

Police Chief Kelly Busey

NATIONAL NIGHT OUT: If you weren't there, you missed perhaps the best National Night Out ever hosted. Combined with the Summer Sounds Concert series, we estimate the crowd between 3,000 – 4,000 people. Great music, free food (including root beer floats!), community exhibits, and kid games all set beside the backdrop of our beautiful city made this one for the ages. Special thanks to Diane Bertram who has been organizing the concerts all year and to our COPS Volunteer, Kim Crowder, for working relentlessly on this event for the past few months. It was excellent!

INJURED PERSON RESCUED: Shortly after 4:00 p.m. on Friday, August 4, we were notified of a person in the woods off 112th St and Burnham Drive who had fallen into a ravine and broken their back. This was the subject of a missing person who had fled from a traffic collision in the area two nights prior. We worked with the Fire Department, who performed a technical rescue of the individual. The subject (who had outstanding arrest warrants) was transported to the hospital for treatment.

COPS VOLUNTEER: After more than 13 years of volunteer service, one of our beloved COPS Volunteers, Phil Regnart, is “retiring”. Phil has put in thousands of hours during his time with our department and was liked by all. He certainly brought a lot of personality to our volunteer cadre, as well. He will be missed!

TRAFFIC SAFETY GRANT: We received a \$1,400 traffic safety grant which will be put toward the purchase of a new radar unit to be installed in one of our new patrol cars.

Speaking of patrol cars, they are still nearly impossible to order. We did submit a request for two F-150 trucks in the event we could not order a hybrid SUV-style patrol car.

FINGERPRINT SCANNERS: During this budget cycle, we purchased four new mobile fingerprint scanners, which help confirm the identity of subjects who do not have identification on them. During the past week, these devices paid off twice.

In one instance, our officers were called to a disturbance downtown at 3:35 a.m. Officers contacted a subject who provided one name, but there was reason to doubt this information. A quick check of his name revealed that he was the subject of a felony warrant out of King County. He also had drugs and some prowling tools on him. He was booked into jail.

In another instance, officers contacted two shoplifters in a vehicle. One of the subjects gave a name, but it did not match any available record. Another quick scan showed this person had provided a different name and she also had outstanding arrest warrants.

PUBLIC WORKS

Public Works Director Jeff Langhelm

WASTEWATER TREATMENT PLANT: The Wastewater department celebrated being fully staffed this week! James Wilkinson started Monday and is an experienced wastewater operator of 11+ years with over two years here at Gig Harbor. We are grateful to have him back!

The department is currently performing annual biosolids testing through much of August. Nancy has been preparing documents for council's approval to purchase one treatment plant influent screen. She is also preparing bid documents for the purchase of a second replacement screen.

Jim and Nick Warter will be working with Advanced Industrial Automation at the treatment plant this week. The goal will be to replace the three Programmable Logic Computers which control most of the equipment located at this facility. Crews have been assisting the electrical consulting firm hired to perform the ARC Flash Analysis being done at the WWTP and lift

stations 3a and 4b. Routine maintenance tasks are also being completed throughout the treatment plant and lift stations.

TXʷAALQƏL CONSERVATION AREA PHASE IV: The city partnered with Great Peninsula Conservancy to advance an application for Pierce County Conservation Fund money to acquire another property to add to the txʷaalqəł Conservation Area. The results came out last week, and the project has been funded! There is still work to be done with negotiations with the property owners, but the funding is a key component to acquiring the property. Ali Querin of the Great Peninsula Conservancy did the majority of the work on the application, so we are very grateful to her. Robyn Denson of the Gig Harbor Land Conservation Fund (GHLCF) has also been a key part of this effort with her advocacy for the project and commitment from the GHLCF to raise the required matching funds. This project will allow the purchase and permanent protection of 11.41 acres along North Creek, between the Cushman Trail and Burnham Drive.

SPORTS COMPLEX PHASES 2 & 3 OPEN HOUSE: City staff and consultants held an open house for Phases 2 and 3 of the Sports Complex on August 8. More than 60 people stopped by to look at the five proposed field layouts, make comments, and select their preferred design. City staff and consultants were on-hand to listen to concerns, answer questions, and explain the feasibility planning process. The five field layout options that were at the Open House are available on the [project website](#).

City Council will be presented with the top three choices at a study session next week and asked to recommend two layouts for further cost assessment and feasibility.



SPORTS COMPLEX PHASE 1: The city and the YMCA executed easement agreements last week that will allow access and maintenance for Phase 1B of the Sports Complex, which will be built just north of the YMCA. Permits are expected soon for the Phase 1B portion of the project, with groundbreaking likely occurring in Spring 2024. Phase 1B will include six pickleball courts, bocce courts, a performance stage, a bathroom/concession building, and a playground.

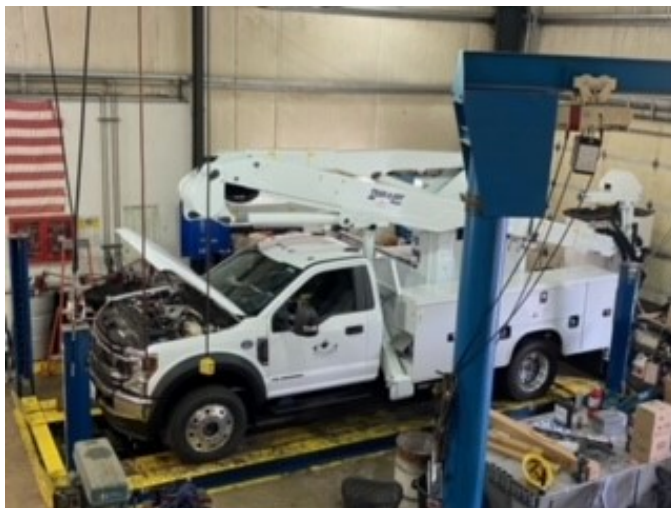
STREETS OPERATIONS UPDATES: (1) Staff has repaired existing brick pavers adjacent to Pioneer Way in front of the businesses. These bricks are a part of the sidewalk system. (2) Staff has been constructing a new crosswalk along 50th Street at Veteran's Park. The work completed so far includes new pedestrian ramps and new gutters. The crew is getting ready to place the concrete

crosswalk and install the signs associated flashing beacons. A road closure and detour route will occur during the concrete crosswalk placement.

WATER OPERATIONS UPDATES: Water crews completed the hydrant and valve maintenance of the north end of the water system. This maintenance task keeps the city's water system reliable for all emergency fire suppression needs.

NEW AERIAL LIFT TRUCK: On August 1, the city received its new aerial lift truck. This truck was displayed at National Night Out when Operations staff staged this truck, the city's eductor (aka "Vactor") truck, and the city's larger excavator as part of a "touch a truck" display.

This new aerial lift truck began to be outfitted by Jeff Bayne last week and once ready will help greatly with many Operations tasks, including street light repairs.



CONVERSATION WITH COMMERCIAL FISHERMEN: Last week, staff had a good discussion with a representative of the Commercial Fishermen's Club regarding their participation with the Ancich Homeport project. Staff will continue to review options and information with the Club prior to an upcoming study session discussion with council.

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

Day	Date	Time	Group	Agenda Items
TH	Aug. 10	5:30pm	Design Review Board	CANCELLED
M	Aug. 14	5:30pm	City Council	See Agenda
TH	Aug. 17	10:00am	Civil Service Commission	• Certification of Entry Level and Lateral Applicant Lists
TH	Aug. 17	3:00pm	City Council Study Session	• Flag Policy Discussion • Sports Complex Phase 2 & 3 Feasibility Study Update • RCO Maintenance Grant Application • Fireworks Recap (discussion only) • Active CIP Updates
TH	Aug. 17	5:30pm	Planning Commission	• Urban Forestry Management Plan
TH	Aug. 24	5:30pm	Design Review Board	CANCELLED
M	Aug. 28	10:00am	Civil Service Commission	• Certification of Sergeant Promotion List
M	Aug. 28	5:30pm	City Council	NO MEETING
TU	Sept. 5	1:30pm	Hearing Examiner	• Shirley Ave HRA
W	Sept. 6	5:30pm	Parks Commission	• Downtown Waterfront Alliance Proposal – Carrienne Ekberg
TH	Sept. 7	3:00pm	City Council Study Session	• Utility Rates Discussion
TH	Sept. 7	5:30pm	Planning Commission	• 2044 Comprehensive Plan Update
M	Sept. 11	5:30pm	City Council	Presentations: • Sergeant Promotion • Suicide Prevention Week Proclamation Consent Agenda: • WWTP Puget Sound General Nutrient Permit – Continuation of Professional Services Contract Business Items: • First Reading and Adoption of Ordinance 1516 Amending the Civil Service Commission • First Reading of Ordinance 1517 Adopting a Flag Display Policy • Interfund Loan for Public Works Operations Center Staff Report: Utility Rate Tiering
W	Sept. 13	10:00am	Arts Commission	• Scoring Matrix for CE Grants • Jennifer Haro, Parks Manager
TH	Sept. 14	12:00pm	Lodging Tax Advisory Committee	• Review of 2024 Lodging Tax Grant Applications
TH	Sept. 14	3:00pm	City Council Study Session	• Introduction of Appointees to Design Review Board and Lodging Tax Advisory Committee

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
				• Commercial Fishing Homeport Agreements • Climate Action Plan • Urban Forestry Management Plan • Lift Station 1a Rehabilitation Scope • Code Compliance Program Update
TH	Sept. 14	5:30pm	Design Review Board	
TH	Sept. 21	5:30pm	Planning Commission	• 2044 Comprehensive Plan Update
M	Sept. 25	5:30pm	City Council	Consent Agenda: • Confirmation of Appointments to Design Review Board and Lodging Tax Advisory Committee • PCFD #5 Training Campus Water Utility Extension Agreement • Harbor Run Sewer Utility Extension Agreement Business Items: • Second Reading and Adoption of Ordinance 1517 Adopting a Flag Display Policy
TH	Sept. 28	3:00pm	City Council Study Session	• 2024 Legislative Agenda • Masonic Lodge MOU with Museum Group
TH	Sept. 28	5:30pm	Design Review Board	
M	Oct. 9	5:30pm	City Council	
TH	Oct. 12	3:00pm	City Council Study Session	
M	Oct. 23	5:30pm	City Council	Staff Report: Third Quarter Budget Update
TH	Oct. 26	3:00pm	City Council Study Session	• 2024 Legislative Agenda
M	Nov. 13	5:30pm	City Council	Business Items: • Public Hearing on Revenue Estimates • Resolution XXXX Certifying the 2024 Regular Ad Valorem Tax Levy upon Real Property
M	Nov. 27	5:30pm	City Council	Consent Agenda: • Renewal of State Lobbying Services Contract with Gordon Thomas Honeywell Business Items: • Resolution XXXX Adopting the City's 2024 State Legislative Agenda
M	Dec. 11	5:30pm	City Council	
M	Dec. 25	5:30pm	City Council	NO MEETING

City of Gig Harbor Two-Year Strategic Plan 2023-2024

Adopted by Resolution 1280 on June 12, 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	- Re-qualify for AWC Well City designation - Conduct annual employee satisfaction survey	- Develop a staff retention and attraction program - Review and update the city's DEI program - Update personnel policies manual - Update safety manual and accident prevention program - Revise employee evaluation process - Develop management training for all new supervisors - Update job descriptions and conduct salary & benefits study
Ensure sustainable future for public services and facilities	- Provide more effective municipal services - Increase city communication effectiveness - Listen to community needs and expectations - Source funding for parks, streets/transportation, and utilities - Ensure infrastructure to support community needs	- Update utility rates as needed - Continually improve permit and land use approval processes - Increase resources for capital projects - Review/amend TIP to improve motorized and non-motorized transportation	- Create a city-wide communications plan - Update public works standards - Conduct HOA fair - Implement hybrid court system/electronic case management - Parks division organizational assessment - Complete construction of Public Works Operations Center - Place parks bond on ballot
Maintain small town character and historic preservation while growing responsibly	- Promote responsible growth in keeping with small town character - Address infrastructure to relieve traffic issues - Ensure adequate affordable housing - Focus on character retention and historic preservation - Decrease distance to get to a park or open space - Enhance walkability and pedestrian/cyclist safety	- Annually docket specific priorities in the comprehensive plan - Fund Harbor History Museum operations - Monitor state legislative activity - Support the arts commission - Develop sister city program - Fund creative endeavor grants - Monitor short-term rentals	- Prepare 2044 Comprehensive Plan periodic update - Complete annexation study - Develop housing needs and action plan - Create historic preservation commission - Review businesses and off-street parking requirements - Develop 4th of July event - Establish process and procedure for code compliance program - Establish park standards
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	- Annually review climate & sustainability action plan (once developed) - Consider possible conservation properties and/or mitigation areas and activities	- Adopt climate & sustainability action plan - Form climate action committee - Adopt urban forest management plan/tree retention policies - Develop recycling program in city parks - Install Civic Center electric vehicle charging station - Annex parcels in city's parks system - Update stormwater manual - Assess gaps in public charging stations 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 - Support Chamber of Commerce - Fund tourism with lodging tax grants - Promote downtown businesses/events - Collaborate with Pierce Transit for trolley	- Design and construct fishermen's home port - Create a business retention and attraction plan - Evaluate and amend development regulations and fees - Develop and implement a small business fair - Develop holiday display attractions
Provide a safe, healthy, and inclusive community	- Foster safe, livable and attractive community - Ensure city services are available to all residents - Implement DEI in city personnel practices	Provide funding for senior programming	- Develop housing, health, & human services coordinator position - Provide funding for senior center permanent home - Develop a plan to support youth and teen activities - Obtain police department accreditation - Update emergency management plan