

**AGENDA**  
**GIG HARBOR CITY COUNCIL MEETING**  
**Monday, December 11, 2023 - 5:30 PM**  
**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 for making public comments.*

**CALL TO ORDER/ROLL CALL**

1. Oath of Office for Councilmembers Mary Barber, Ben Coronado, and Le Rodenberg.

**PLEDGE OF ALLEGIANCE**

**LAND ACKNOWLEDGMENT**

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

**CHANGES TO THE AGENDA**

**PUBLIC COMMENT ON CONSENT AGENDA ITEMS AND NON-AGENDA ITEMS**

**CONSENT AGENDA**

1. City Council Minutes: City Council Study Session - November 16, 2023; City Council Meeting - November 27, 2023; City Council Study Session - November 30, 2023
2. Approval of Vouchers: Check numbers 102990 through 103058 and ACH payments in the amount of \$1,070,059.79.
3. Approval of Payroll: Check numbers 8402 through 8403 and direct deposit transactions in the total amount of \$572,382.42.
4. Professional Services Contract Amendment #5 for Public Works Operations Center Building
5. Resolution 1298 Approving 2024 Lodging Tax Expenditures

6. **Resolution 1299 Adopting Standards for Indigent Defense**
7. **Professional Services Contract with Kintanar Law for Public Defender Services**

#### **MAYOR'S REPORT**

#### **CITY ADMINISTRATOR'S REPORT**

1. **Department Updates**

#### **BUSINESS ITEMS**

1. **Public Hearing: Second Reading and Adoption of Ordinance 1518 Relating to Mid-Biennial Review and Approving the 2023-2024 Budget Modification**  
*Suggested Motion: Move to approve Ordinance 1518.*
  - a. Staff Report: Finance Director Dave Rodenbach
  - b. Clarifying Questions
  - c. Public Hearing
  - d. Council Deliberation and Action
2. **Civic Center HVAC Amendment and Funding Approval with DES**  
*Suggested Motion: Move to authorize the mayor to sign Interagency Amendment No. 1 between the city and Department of Enterprise Services and a funding approval form for the Civic Center HVAC Project with the Department of Enterprise Services.*
  - a. Staff Report: Public Works Director Jeff Langhelm
  - b. Clarifying Questions
  - c. Public Comment
  - d. Council Deliberation and Action

#### **STAFF REPORT**

#### **COUNCIL REPORTS/ COMMENTS**

#### **ANNOUNCEMENT OF UPCOMING MEETINGS**

1. **Upcoming City Meetings**

#### **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 comments, written comments may be submitted to the city council at [mayorandcouncil@gigharborwa.gov](mailto: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 public meetings, 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](mailto:cityclerk@gigharborwa.gov) or (253) 853-7613 at least 24 hours prior to the meeting.

**MINUTES**  
**GIG HARBOR CITY COUNCIL STUDY SESSION**  
**Thursday, November 16, 2023 – 3:00 p.m.**  
**Zoom or Civic Center Executive Conference Room**

**CALL TO ORDER / ROLL CALL:** Mayor Markley called the meeting to order at 3:01 p.m. Councilmembers Barber, Henderson, Martin, Rodenberg, Storset, and Woock were present. Councilmember Lykins arrived at 3:02 p.m.

**DISCUSSION ITEMS:**

- 1. Police Department Accreditation** – Gig Harbor Police Chief Kelly Busey provided council with a video presentation, discussed the required steps to accreditation, and answered questions.
- 2. Prioritization of Capital Improvement Projects and Unbudgeted Items** – City Administrator Knutson explained the reasoning for prioritization and the expected outcome of the exercise.

Public Works Director Jeff Langhelm reviewed the results of council's priorities after using the forced-choice matrix.

*Council consensus was supportive of continuing with projects already in progress but waiting to initiate anything new until after the 2024 council retreat.*

*At 3:55 p.m., council entered into recess for five minutes. Council returned from recess at 4:01 p.m.*

- a. General Fund Priorities** – City Administrator Knutson reviewed the non-budgeted items and asked for council direction.

*Council consensus was supportive of pausing the 2024 Creative Endeavors Grant and the 2024 Fourth of July event.*

*Council consensus was supportive of funding a police recruitment video and purchasing and installing security cameras at the Civic Center.*

- 3. Proclamation/Resolution Request** – City Administrator Knutson spoke on the item and asked for council feedback.

*Council consensus was to update the Welcome City proclamation language for a new resolution to be considered at a regular city council meeting. Council was supportive of a mayor-established ad hoc committee to review the proposed resolution language. Council will send suggested language and ideas for the ad hoc committee to H3 Program Manager Shealynn Smiley.*

**ADJOURN:** The meeting adjourned at 5:21 p.m.

  
\_\_\_\_\_  
Tiffany Aliment  
Assistant City Clerk

**MINUTES**  
**GIG HARBOR CITY COUNCIL MEETING**  
**Monday, November 27, 2023 - 5:30 PM**  
**Council Chambers**

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

**PLEDGE OF ALLEGIANCE**

**LAND ACKNOWLEDGMENT**

**CHANGES TO THE AGENDA**

**PRESENTATIONS**

1. **Swearing in of Police Officer Olivia Mancuso**
2. **6th Annual Gig Harbor Veterans Day Celebration Report** Pat Schmidt of Gig Harbor Kiwanis reported on the 2023 Veterans' Day event.

**PUBLIC COMMENT ON CONSENT AGENDA ITEMS AND NON-AGENDA ITEMS** Public Comment was provided by Wade Perrow.

**CONSENT AGENDA MOTION:** Move to approve the consent agenda (Lykins/Henderson).

**VOTE:** Unanimously approved.

1. **City Council Minutes: City Council Minutes - November 13, 2027; City Council Study Session Minutes - November 9, 2023**
2. **Approval of Vouchers: Check numbers 102897 through 102979 and ACH Payments in the amount of \$1,335,514.46.**
3. **Professional Services Contract with Carollo Engineers for WWTP Digester Upgrades**
4. **Amendment No. 1 to Professional Services Contract with Seattle's Finest for Court Security Services**
5. **Amendment No. 3 to Lease Agreement with Skansie Netshed Foundation**

**MAYOR'S REPORT** Mayor Markley reported on holiday activities.

**CITY ADMINISTRATOR'S REPORT** City Administrator Katrina Knuston reported that Steve Andrews earned Water Operator 3 status.

## 1. Department Updates

### **BUSINESS ITEMS**

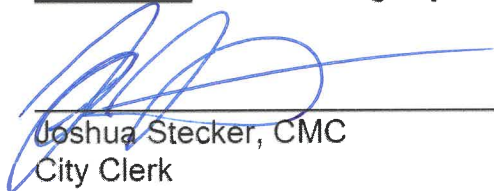
1. **First Reading of Ordinance 1518 Relating to Mid-biennial Budget Review and Approving the 2023-2024 Budget Modification** Finance Director Dave Rodenbach presented the ordinance.

**COUNCIL REPORTS/ COMMENTS** Councilmembers Henderson, Woock, Storset, and Lykins thanked Councilmember Martin for her service. Councilmember Woock thanked Public Works for fixing the Finholm Stairs.

### **ANNOUNCEMENT OF UPCOMING MEETINGS**

1. **Upcoming City Meetings**

**ADJOURN** The meeting adjourned at 6:08 p.m.

  
\_\_\_\_\_  
Joshua Stecker, CMC  
City Clerk

**MINUTES**  
**GIG HARBOR CITY COUNCIL STUDY SESSION**  
**Thursday, November 30, 2023 – 3:00 p.m.**  
**Zoom or Civic Center Executive Conference Room**

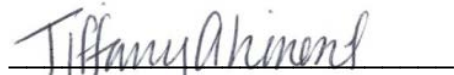
**CALL TO ORDER / ROLL CALL:** Mayor Markley called the meeting to order at 3:02 p.m. Councilmembers Barber, Coronado, Henderson, Lykins, Rodenberg, Storset, and Woock were present. Councilmember Storset left the meeting at 3:57 p.m.

**DISCUSSION ITEMS:**

- 1. Housing, Health, and Human Services (H3) Program Update** – H3 Program Manager Shealynn Smiley presented council with an update on the proposed priorities and plan for the program and answered questions.
- 2. 38th Avenue Half-Width Roadway Improvements Phase 2: Intersection Alternatives** – Public Works Director Jeff Langhelm and Associate Engineer Stephanie Seibel provided council with a presentation on the three different proposed options for the intersection and recommended option 1. Staff expects design completion in 2024 and to go out to bid for construction in 2025.

*Council consensus was supportive of staff's recommendation to install a roundabout at the intersection (option 1).*

**ADJOURN:** The meeting adjourned at 4:05 p.m.

  
Tiffany Aliment  
Assistant City Clerk



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

**Meeting Date: December 11, 2023**

**SUBJECT:** Professional Services Contract Amendment #5 for Public Works Operations Center Building

**SUBMITTED BY:** Senior Engineer Dean Zavack

**DEPARTMENT:** Public Works

**PHONE:** (253) 853-7637

**SUGGESTED MOTION:** Move to authorize the mayor to execute the Construction Support Services Contract Amendment #5 with Lawhead Architects in the amount of \$13,680.00 for completion of the construction project.

**BACKGROUND INFORMATION:** At the November 9, 2021, council study session staff received direction from council to proceed with final design, bidding, and construction of the Public Works Operations Center building. Council approved the professional services contract with Lawhead Architects to provide final design and permitting and assistance with bidding.

At the request of the public works superintendent, the building internal layout was amended after award of the public works contract to include minor internal building revisions that would work better with employee interaction and operations. These revisions required the design consultant and their subconsultants to adjust their scope of work with the anticipation that the existing contract's management reserve amount would suffice. However, this amount fell short, and the result is an additional scope of work as described in Exhibit A to the proposed contract amendment. The construction costs (contract price change) will be paid for by the budgeted change order amount already approved.

Task 11.5 is set up as management reserve for any additional out of scope changes to pay Lawhead Architects, if required, through the remainder of the project construction.

**FISCAL CONSIDERATION:**

**2023-24 Budget Project Funding:**

|                                                                                                                                       |                       |
|---------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| Parks Capital                                                                                                                         | \$1,050,000.00        |
| Streets Capital                                                                                                                       | \$1,050,000.00        |
| Water Capital                                                                                                                         | \$1,680,000.00        |
| Storm Capital                                                                                                                         | \$420,000.00          |
| Mid-Biennial Budget Amendment                                                                                                         | \$257,329.00          |
| <b>Total Project Funding (includes \$295,953.65 for Building Equipment/Furnishings and \$4,200,000 for total construction budget)</b> | <b>\$4,457,329.00</b> |

**Project Expenses:**

|                                                                                       |                  |
|---------------------------------------------------------------------------------------|------------------|
| Public Works Op Center Bldg. Construction (Contract with Pease and Sons Construction) | (\$3,717,006.21) |
|---------------------------------------------------------------------------------------|------------------|

|                                                                                         |                         |
|-----------------------------------------------------------------------------------------|-------------------------|
| Construction Support Services – (Contract with Lawhead Architects)                      | (\$221,218.65)          |
| Construction Materials Testing and Inspection (Contract with CTL)                       | (\$19,104.00)           |
| City Engineer Change Order Authority (5% of construction contract)                      | (\$200,000.00)          |
| Building Revisions and Management Reserve (Contract Amendment #4 to Lawhead Architects) | (\$30,000.00)           |
| Building Revisions and Management Reserve (Contract Amendment #5 to Lawhead Architects) | (\$13,680.00)           |
| <i>Purchase of Equipment and Furnishings per October 23, 2023</i>                       | (\$295,953.65)          |
| <i>Agenda Bill</i>                                                                      |                         |
| <b>Total Construction Project Expenses:</b>                                             | <b>(\$4,496,962.51)</b> |

We have sufficient funds on the capital funds listed to support the additional project expenses.

|                                         |                                     |                                 |
|-----------------------------------------|-------------------------------------|---------------------------------|
| Expenditure Required:<br>\$4,496,962.51 | Amount Budgeted:<br>\$ 4,457,329.00 | Appropriation Required:<br>\$ 0 |
|-----------------------------------------|-------------------------------------|---------------------------------|

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#### **ATTACHMENTS:**

1. Amendment #5 PSC with Lawhead Architects

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

**FIFTH AMENDMENT**  
**TO**  
**PROFESSIONAL SERVICES CONTRACT**  
**BETWEEN THE CITY OF GIG HARBOR AND**  
**LAWHEAD ARCHITECTS, P.S.**

THIS FIFTH AMENDMENT is made to that certain Professional Services Contract dated February 9, 2021 (the "Agreement"), as amended on December 21, 2021, and again on September 13, 2022, and again on March 28, 2023, and again on June 13, 2023 by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Lawhead Architects, P.S., a corporation organized under the laws of the State of Washington (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in the Public Works Operations Center Phase 2 Building Construction Administration and desires to extend consultation services in connection with the project; and

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

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

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

**2. Payment.** Section 2(A) of the Agreement is amended to increase compensation to the Consultant for the work to be performed as described in **Exhibit A** in an amount not to exceed Thirteen Thousand Six Hundred Eighty Dollars and Zero Cents (\$13,680.00), as shown in **Exhibit B**, attached to this Amendment and incorporated herein for a total contract amount of \$487,236.40.

**3. Duration of Work.** Section 3 of the Agreement is amended to extend the duration of this Agreement to December 31, 2024.

[Remainder of page left intentionally 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

DocuSigned by:  
By: Frank Lawhead  
94A4C444BB15464...  
Its Principal

CITY OF GIG HARBOR

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

DocuSigned by:  
Daniel Kenny  
DDAD3355F1F2425...  
City Attorney

City of Gig Harbor  
Public Works Facilities Expansion – Phase 2 A&E Proposal  
October 23, 2023

**City of Gig Harbor Public Works Operations Center  
Phase 2: New Operations Center Building**

**EXHIBIT A: SCOPE OF WORK**

The following task will provide the CITY with management reserve task for out of scope work for the remaining duration of the construction phase.

Examples of these tasks include, but are not limited to:

**Owner requested design revisions**

*Example of tasks include owner requested design revisions for a revised/enlarged Map/Copy Room and revisions to the site entry gate type and location.*

**Unforeseen building material supply chain availability related design revisions**

*Example of tasks include additional design reviews for new (different from basis of design) building products, such as concrete masonry units, due to unforeseen supply chain availability during construction.*

**Unforeseen subcontractor availability changes**

*Example of tasks include additional design reviews for products such as metal roofing and sheet metal flashing submitted from multiple/different subcontractors due to unforeseen changes in subcontractor availability during construction.*

**Future unforeseen tasks**

*Allowance for future unforeseen tasks for the remaining duration of the construction phase.*

**Task 11      Management Reserve**

ARCHITECT to provide services for out of scope work required to complete construction assistance for the project.

**Deliverables:**

- As required by task.

**Meetings:**

- As required by task.

**City Responsibilities:**

- As required by task.

**FEE PROPOSAL SUMMARY**

The cost of work for services described below shall be on an hourly service basis. Further breakdown of costs is provided in Exhibit B – Fee Proposal.

11. Management Reserve.....\$ 13,680.00

**ADDITIONAL SERVICES**

Any additional work will be reimbursed on an hourly basis at rates specified in the attached Consultant Hourly Rates Summary.

**Lawhead Architects P.S.** • 1239 120<sup>th</sup> Ave NE, Suite D • Bellevue, WA 98005

City of Gig Harbor  
Public Works Facilities Expansion – Phase 2 A&E Proposal  
October 23, 2023

EXHIBIT B: FEE PROPOSAL

| CITY of GIG HARBOR<br>Public Works Operation Center - Phase 2 New Building |                        |                               |                                            |                                 |                                            |                                            |          |        |        | Exhibit A<br>Schedule of Charges         |               |                    |                   |                   |                         |             | Lawhead Architects PS<br>October 9, 2023 |  |  |
|----------------------------------------------------------------------------|------------------------|-------------------------------|--------------------------------------------|---------------------------------|--------------------------------------------|--------------------------------------------|----------|--------|--------|------------------------------------------|---------------|--------------------|-------------------|-------------------|-------------------------|-------------|------------------------------------------|--|--|
| Lawhead Architects PS<br>Architect                                         |                        |                               |                                            |                                 |                                            |                                            |          |        |        | Lawhead Architects PS<br>October 9, 2023 |               |                    |                   |                   |                         |             | Lawhead Architects PS<br>October 9, 2023 |  |  |
| Task                                                                       | Task Description       | Principal<br>Level I<br>\$150 | Sr Project<br>Manager<br>Level II<br>\$140 | Proj. Mgr<br>Level III<br>\$130 | Arch I<br>Proj. Des I<br>Level IV<br>\$110 | Arch II<br>Proj. Des II<br>Level V<br>\$90 | Expenses | Hours  | Reimb. | Lawhead<br>Architect                     | KPFF<br>Civil | KPFF<br>Structural | Hultz/BHU<br>Mech | Hultz/BHU<br>Elec | EcosDesign<br>Landscape | TOTAL COST  |                                          |  |  |
| 11.1                                                                       | Concrete Masonry Units | 1.0                           | 3.0                                        | 2.0                             |                                            |                                            |          | 6.0    |        | see below                                |               |                    |                   |                   |                         |             |                                          |  |  |
| 11.2                                                                       | Metal Roofing          | 1.0                           | 3.5                                        | 10.0                            |                                            |                                            |          | 14.5   |        |                                          |               |                    |                   |                   |                         |             |                                          |  |  |
| 11.3                                                                       | Sheet Metal Flashing   | 0.5                           | 2.5                                        | 2.0                             |                                            |                                            |          | 5.0    |        |                                          |               |                    |                   |                   |                         |             |                                          |  |  |
| 11.4                                                                       | Site Gates             | 2.0                           | 2.0                                        |                                 |                                            |                                            |          | 4.0    |        |                                          |               |                    |                   |                   |                         |             |                                          |  |  |
| 11.5                                                                       | Management Reserve     | 18.0                          | 38.0                                       | 12.5                            |                                            |                                            |          | 68.5   |        |                                          |               |                    |                   |                   |                         |             |                                          |  |  |
| Sub-Total Hours                                                            |                        | 22.5                          | 49                                         | 26.5                            | 0                                          | 0                                          |          | 98     |        | \$0.00                                   | \$0.00        | \$0.00             | \$0.00            | \$0.00            | \$0.00                  | \$13,680.00 |                                          |  |  |
| Sub-Total Fee                                                              |                        | \$3,375.00                    | \$6,860.00                                 | \$3,445.00                      | \$0.00                                     | \$0.00                                     | \$0.00   | \$0.00 |        | \$0.00                                   | \$0.00        | \$0.00             | \$0.00            | \$0.00            | \$0.00                  | \$13,680.00 |                                          |  |  |
|                                                                            |                        |                               |                                            |                                 |                                            |                                            |          |        |        | Total Fee                                |               |                    |                   |                   |                         |             | \$13,680.00                              |  |  |



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

**Meeting Date: December 11, 2023**

**SUBJECT:** Resolution 1298 Approving 2024 Lodging Tax Expenditures

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**SUBMITTED BY:** City Clerk Josh Stecker

**DEPARTMENT:** Administration

**PHONE:** (253) 853-7613

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**SUGGESTED MOTION:** Move to approve Resolution 1298.

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**BACKGROUND INFORMATION:** On September 28, the lodging tax advisory committee reviewed applications for lodging tax grant funding and adopted its recommendations for 2024.

Council reviewed the recommendations of the Committee at a study session on November 9 and supported the recommendations as presented.

Resolution 1269 adopts the 2024 lodging tax allocations and authorizes the mayor to enter into agreements with the grant recipients to provide lodging tax funding.

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**FISCAL CONSIDERATION:** This section details the financial issues involved in the issue before Council, if applicable. It can include only the information contained in the table below or it can include additional financial information.

|                                        |                                   |                                 |
|----------------------------------------|-----------------------------------|---------------------------------|
| Expenditure Required:<br>\$ 289,000.00 | Amount Budgeted:<br>\$ 328,057.00 | Appropriation Required:<br>\$ 0 |
|----------------------------------------|-----------------------------------|---------------------------------|

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**ATTACHMENTS:**

1. Resolution 1298
- 

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

## RESOLUTION 1298

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, APPROVING 2024 LODGING TAX EXPENDITURES

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**WHEREAS**, Chapter 67.28 of the Revised Code of Washington and Chapter 3.27 of the Gig Harbor Municipal Code authorizes the city to collect an excise tax on lodging, which tax is to be used for tourist promotion; and,

**WHEREAS**, the city council established a lodging tax advisory committee in GHMC Chapter 2.53 to make recommendations to council for expenditure of the funds; and,

**WHEREAS**, on September 28, 2023, the committee adopted its recommendations for 2024;

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

**Section 1.** The city council adopts the 2024 recommendations for recipients and expenditures of lodging tax revenues in substantially the same form as at Exhibit A.

**Section 2.** The mayor is authorized to enter into agreements with the recipients of these revenues up to the amounts authorized by this resolution.

**ADOPTED** by the City Council of the City of Gig Harbor at a regular meeting thereof, held this 11<sup>th</sup> day of December, 2023.

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Tracie Markley  
Mayor

Attest:

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Joshua Stecker  
City Clerk

## EXHIBIT A

### 2024 Gig Harbor Lodging Tax Allocations

| Applicant                               | Event/Activity                        | Amount Awarded      |
|-----------------------------------------|---------------------------------------|---------------------|
| GH Canoe and Kayak Racing Team          | Paddlers Cup/Narrows Challenge        | \$15,000.00         |
| GH Film Festival                        | Film Festival                         | \$20,000.00         |
| GH Kiwanis                              | Veterans Day Celebration              | \$2,000.00          |
| Greater GH Foundation                   | Rattle Dem Bones                      | \$2,000.00          |
| Peninsula Art League                    | Summer Art Festival                   | \$5,000.00          |
| Permission to Start Dreaming Foundation | Prayer Breakfast & Race for a Soldier | \$25,000.00         |
| Downtown Waterfront Association         | Operations                            | \$100,000.00        |
| GH BoatShop                             | Operations                            | \$20,000.00         |
| Harbor History Museum                   | Operations                            | \$70,000.00         |
| Harbor WildWatch                        | Operations                            | \$30,000.00         |
|                                         | <b>TOTAL</b>                          | <b>\$289,000.00</b> |



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

**Meeting Date: December 11, 2023**

**SUBJECT:** Resolution 1299 Adopting Standards for Indigent Defense

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**SUBMITTED BY:** City Administrator Katrina Knutson

**DEPARTMENT:** Administration

**PHONE:** (253) 851-6127

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**SUGGESTED MOTION:** Move to approve Resolution 1299.

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**BACKGROUND INFORMATION:** RCW 10.101.030 requires each city to adopt standards for delivery of public defense services, whether provided by contract, assigned counsel, or a public defender office.

The city last adopted these standards in 2012 by Resolution 907. This resolution specified that Pierce County was the provider of the city's public defense services, which will no longer be the case in 2024. Resolution 1299 updates the standards to apply to all public defenders employed by the city.

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**FISCAL CONSIDERATION:** None.

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**ATTACHMENTS:**

1. Resolution 1299
  2. Resolution 907
- 

**STRATEGIC PLAN PRIORITY:** Provide a safe, healthy, and inclusive community.

## RESOLUTION 1299

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ADOPTING STANDARDS FOR INDIGENT DEFENSE

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**WHEREAS**, RCW 10.101.030 requires each city to adopt standards for delivery of public defense services, whether provided by contract, assigned counsel, or a public defender office; and

**WHEREAS**, the Washington State Supreme Court pursuant to Order No. 25700-A-1004 has adopted standards for indigent defense services; and

**WHEREAS**, the Washington State Bar Association has adopted Standards for Indigent Defense Services; and

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

**Section 1.** Pursuant to the requirements of RCW 10.101.030 and the requirements of Order No. 25700-A-1004 of the Washington State Supreme Court, the indigent defense standards set forth in the Supreme Court Order are hereby adopted and incorporated by this reference as fully as if herein set forth. These adopted standards shall be deemed amended, from time to time, upon amendment of the standard by the State Supreme Court. The standards shall be effective and implemented in accordance with the timeframes established in the Court's order.

**Section 2.** The Standards for Indigent Defense Services adopted by the Washington State Bar Association shall serve as guidelines in the interpretation and application of these defense standards.

**Section 3.** The city hereby requires that all indigent defense counsel assigned by or hired by the city comply with Supreme Court Order No. 25700-A-1004, as interpreted pursuant to the Washington State Bar Association guidelines.

**Section 4.** Resolution 907 is hereby repealed.

**ADOPTED** by the City Council of the City of Gig Harbor at a regular meeting thereof, held this 11<sup>th</sup> day of December, 2023.

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Tracie Markley  
Mayor

Attest:

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Joshua Stecker, CMC  
City Clerk

## **RESOLUTION NO. 907**

### **A RESOLUTION OF THE CITY OF GIG HARBOR, WASHINGTON; ADOPTING STANDARDS FOR INDIGENT DEFENSE, REQUESTING STAFF TO DEVELOP REPORTING WITH PIERCE COUNTY REGARDING THE PROVISION OF SERVICES.**

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WHEREAS, RCW 10.101.030 requires each City to adopt standards for delivery of public defense services, whether provided by contract, assigned counsel, or a public defender office, and

WHEREAS, the Washington State Bar Association has adopted a standard for indigent defense services approved by the Board of Governors on June 3, 2011. and

WHEREAS, the Washington State Supreme Court pursuant to Order No. 25700-A-1004 has adopted a new standard for indigent defense services requiring a certificate of compliance for defense counsel, and

WHEREAS, such Supreme Court standards, with the exception of Standard 3.4 become effective on September 1, 2012, and

WHEREAS, new Standard 3.4 relating to caseload limits and weighting methodology shall become effective on September 1, 2013, and

WHEREAS, the City of Gig Harbor contracts with Pierce County Washington for the provision of defense services, now, therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON HEREBY RESOLVES AS FOLLOWS:

Section 1. Pursuant to the requirements of RCW 10.101.030 and the requirements of Order No. 25700-A-1004 of the Washington State Supreme Court, the indigent defense standards set forth in the Supreme Court Order are hereby adopted and incorporated by this reference as fully as if herein set forth. These adopted standards shall be deemed amended, from time to time, upon amendment of the standard by the State Supreme Court. The standards shall be effective and implemented in accordance with the timeframes established in the Court's order.

Section 2. The Standard For Indigent Defense Services adopted by the Washington State Bar Association as approved by its Board of Governors on June 3, 2011 shall serve as a guideline in the interpretation and application of these defense standards,.

Section 3. The City hereby requires that Pierce County and all counsel assigned by or hired by Pierce County comply with the Supreme Court Rule as interpreted pursuant to the Washington State Bar Association guidelines. The staff is requested and directed to enter into negotiation with Pierce County regarding contract amendments necessary to incorporate such standards in the parties' contract and to provide for an annual reporting system to confirm implementation of these guidelines as set forth by the Washington State Supreme Court. Such report shall include case count information relating to Gig Harbor cases as well as confirmation of compliance by defense counsel with the certification requirements of the court rule. Such negotiation shall also address indemnity, costs and any other relevant considerations.

Section 4. Ratification and Confirmation. All acts consistent with and prior to the effective date of this Resolution-are hereby ratified and confirmed.

Section 5. Effective Date. This Resolution shall be effective the 23rd day of July, 2012.

RESOLVED this 23th day of July, 2012.

CITY OF GIG HARBOR



MAYOR, CHARLES L. HUNTER

ATTEST/AUTHENTICATED:



CITY CLERK, MOLLY M. TOWSLEE

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY



FILED WITH THE CITY CLERK: 07/18/12  
PASSED BY THE CITY COUNCIL: 07/23/12  
RESOLUTION NO. 907



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

**Meeting Date: December 11, 2023**

**SUBJECT:** Professional Services Contract with Kintanar Law for Public Defender Services

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**SUBMITTED BY:** City Administrator Katrina Knutson

**DEPARTMENT:** Administration

**PHONE:** (253) 851-6127

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**SUGGESTED MOTION:** Move to authorize the mayor to execute a professional services contract with Kintanar Law for public defender services.

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**BACKGROUND INFORMATION:** The right to counsel is guaranteed by the U.S. Constitution, the Washington State Constitution, statutes, and court rules. When an individual has a right to counsel but is indigent, the city is required to provide a competent public defense attorney to represent that person in municipal court ([RCW 10.101.005](#)).

The city has contracted with Pierce County for public defender services since 2007. Earlier this year the county informed the city that it would not be able to provide public defender services after December 31, 2023. The city issued a request for proposals from firms interested in providing public defender services. One responsive proposal was received from Kintanar Law that meets the city's needs for providing public defender services.

Kintanar Law will begin providing these services as of January 1, 2024. Pierce County has agreed to work with Kintanar Law in January to ensure a smooth transition of outstanding case management.

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**FISCAL CONSIDERATION:**

|                                                             |                                   |                                |
|-------------------------------------------------------------|-----------------------------------|--------------------------------|
| Expenditure Required:<br>\$135,000 + additional<br>expenses | Amount Budgeted:<br>\$ 180,000.00 | Appropriation Required:<br>\$0 |
|-------------------------------------------------------------|-----------------------------------|--------------------------------|

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**ATTACHMENTS:**

1. PSC with Kintanar Law

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**STRATEGIC PLAN PRIORITY:** Provide a safe, healthy, and inclusive community.

**PROFESSIONAL SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
KINTANAR LAW**

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

**RECITALS**

WHEREAS, the City is presently engaged in providing public defense services 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 Eleven Thousand Two Hundred Fifty Dollars (\$11,250) per month for the services described in Section 1 herein. In addition, the City shall pay the Consultant additional compensation of Five Hundred Dollars (\$500.00) for any jury trial or bench trial if a jury is sworn in or if a bench trial has commenced. The City shall also pay for non-routine expenses when incurred and approved by the Municipal Court, as identified in **Exhibit A**. 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.

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** on January 1, 2024. The duration of this Agreement shall expire on December 31, 2026. 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 reasonable attorneys fees, arising out of or resulting from the negligent or wrongful acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

B. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees or volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

## **8. Insurance.**

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

B. No Limitation. The Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City of Gig Harbor's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance. The Consultant shall obtain at no cost to the City and maintain said insurance in force for the duration of this agreement, insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
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/aggregate.

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 or modification of the work product 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, electronically delivered receipt confirmed, 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:  
Claire Kintanar  
Kintanar Law  
707 SW Grady Way, Ste. 600  
Renton, WA 98507  
(425) 298-7133

City of Gig Harbor  
Katrina Knutson, City Administrator  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335  
(253) 851-6127

**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: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Tracie Markley, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

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](mailto:communications@gigharborwa.gov).

### ADMINISTRATION

#### City Administrator Katrina Knutson

**Holiday Tree Lighting:** Last Saturday was the city's annual Holiday Tree Lighting event, and it was one for the history books. GHPD estimated over 5,000 attendees – more than ever before! We sang along to live music from the Tinsel Tunes, enjoyed hot cocoa and cookies, handed out candy canes, danced with Rhubarb, and witnessed the wonder on every child's face as Santa made his arrival.

Special shout-out and huge thanks go to Diane Bertram, our Public Works crew, GHPD, Harbor WildWatch, Local Makers, TLB Events, GH Fire & Medic One, the DTWA, and Chamber of Commerce. The hard work and contribution of every individual ensured the tremendous success of this event. We already can't wait to do it again next year!



**Staff Holiday Luncheon:** This week, staff enjoyed another festive luncheon to ring in the holidays together. It was an afternoon full of great food, laughter, and camaraderie – with a round of Jeopardy and a white elephant gift exchange thrown in for good measure. It was so fun to see everyone wrapped up in the holiday spirit (and some in ugly sweaters) while connecting with friends and co-workers. As this year comes to a close, let us look back at all we’ve accomplished as a team and joyfully count our blessings.



**Kiwanis Club Presentation:** City Administrator Knutson spoke to the Kiwanis Club of Gig Harbor last week upon invitation. She focused her presentation on the city’s Strategic Plan, Capital Improvement Projects, operational improvements underway, and the Gig Harbor holiday happenings. She was so impressed by the club and all they are doing to benefit those in our community, especially children. To be involved with this club, please visit: <https://gigharborkiwanis.org/>.

**Housing, Health, and Human Services (H3) Webpage and Community Resources:** The H3 team worked with the city clerk to create an H3 webpage, as well as a comprehensive list of community resources. The webpage and resources went live on November 28 [Housing Health and Human Services Program](#).

**Indigent Defense Services:** After over 20 years serving the Gig Harbor Municipal Court, Pierce County Department of Assigned Council (DAC) provided notice on their contract with most cities in Pierce County, including Gig Harbor. DAC cited lack of available staff due to difficulty in hiring new attorneys as reason for the notice. City administration is responsible for ensuring indigent defense services are available for our municipal court and began seeking a new firm for this work. After a Request for Proposals and interviews, the city will enter a new contract for indigent defense services with Kintanar Law. Kintanar Law currently serves as DAC for the cities of Puyallup and Milton. City administration is also updating our indigent defense standards. These will be presented to the city council via resolution on December 11.

**Mayoral Ad Hoc Community Diversity and Engagement Committee:** At the November 16 study session, the mayor and council discussed the consideration of a mayoral ad hoc committee to discuss community inclusion and diversity. The mayor, city administrator, human resources director, and H3 met on November 28 to discuss the creation of such a committee and the following was established:

- **Name:** Community Diversity and Engagement Committee
- **Purpose:** The purpose of the Community Diversity and Engagement Committee is to foster an inclusive and vibrant environment within our community by actively promoting diversity, equity, and unity. Committed to embracing the richness of our community's diverse backgrounds, perspectives, and experiences, this committee strives to create a platform where all individuals feel valued, heard, and respected. Through collaborative initiatives and community outreach, we aim to bridge gaps, celebrate differences, and build strong connections that enhance the overall well-being and vitality of our community. By fostering understanding and encouraging meaningful engagement, the committee aspires to cultivate an environment where diversity is not only acknowledged but celebrated, fostering a sense of belonging and collective pride.
- **Number of members:** 7–9 members but no more than 10; no councilmembers will be on the committee.
- **Meeting details:** Meet monthly; mayor present; meetings are not open to the public, at least at first. The committee will reconsider with the committee's input once established. Meetings will not be recorded but there will be detailed notes taken that will be made available.
- **Staff Liaison:** Shea Smiley, H3 Program Manager

**Opioid Taskforce:** On December 4, the H3 program manager attended a meeting with the Pierce County Opioid Task Force, which was sponsored by previous Councilmember Derek Young in 2018. We were presented with the various ways the Opioid Taskforce can support and collaborate with the city of Gig Harbor in addressing the effects the opioid crisis has and continues to have on our community. H3 Program Manager Shea Smiley has committed to participating in the Opioid Task Force to build new and existing partnerships in the region.

**H3 Program Update:** At the November 30 study session, Housing, Health, and Human Services Program Manager Shea Smiley provided council with a proposed list of priorities and an associated plan for the Housing, Health, and Human Services Program (H3). From the onset of the program the H3 was tasked with fact finding and collecting information. This was conducted through over forty thoughtful conversations with councilmembers, interdepartmental leaders, community members, and organizations. This resulted in the following prioritized areas of focus: Updating and Developing Codes, Ordinances, and Policies (in relation to H3 matters); Building and Maintaining Community Partnerships and Collaborations; Resource Navigation; Affordable Housing; Training and Education; Community Commissions; H3 Program Growth and Development; and Grant Writing and Data Gathering.



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## COMMUNITY DEVELOPMENT

### Community Development Director Carl de Simas

As many of you know, 2023 has been a year of researching process improvements and developing strategies to better serve our applicants and community. To this end, staff has developed a policy including two new tools to help us provide improved services.

The first tool is not really a new tool at all. It is a new process for pre-application meeting scheduling and review with an emphasis on clear and concise information for the applicant. The policy dictates that we will offer a pre-application meeting every Wednesday of the month rather than two every other Wednesday. This gives the applicant more flexibility. To ensure staff has ample time to address the applicant's proposal and questions, we now require that applications are submitted three weeks prior to the desired meeting date. Staff memos will now be provided to the applicant the Friday before the meeting date to ensure the applicant has had enough time to review the memos in hopes of a more conversational meeting that addresses the applicant's concerns and issues identified by staff. So far, staff has reported that the policy has been well received and is effective.

The second tool has been dubbed the Business Assistance Meeting, or BAM. We developed a client assistance memo for this one affectionately known as the BAM CAM. We love our acronyms! A BAM is a tool for those business owners, or prospective business owners, who are looking to open their business in a new location. It is particularly geared towards small business owners, but it can be used by anyone. The BAM is a free and informal 30-minute meeting with city staff from relevant divisions whereby the business owner can ask questions, seek direction, and gain an understanding of the city’s process. If they have additional questions after the meeting, we may schedule a follow-up 30-minute BAM to ensure they have all the information they need to make a successful application. The hope is that these meetings will lead to a more succinct and efficient application review process and a better experience for both the applicant and city staff. We have held a few BAMs since unveiling the tool and we have received very positive feedback.

More improvements to come in 2024!!

**PLANNING**

Planning is currently reviewing Pierce County’s draft amendments to our UGA against the analysis performed by our consultant BERK in March 2023, and in light of community input received as part of the Comprehensive Plan Update outreach efforts. More discussion to come!

**BUILDING**

Over this past reporting period, the Building Division has received applications for 52 new permits. Additionally, 44 permits have been issued and 47 projects have been finaled, including 7 Seas Brewing & Taproom, Gene Jaurez Salon, The Little Gym, Bujacich Storage, and Holmes Chiropractic Care.

**CODE ENFORCEMENT**

- Sign sweep requested
- Illegal dumping
- Fencing standards / zoning regulation violation
- Work conducted in required vegetative buffer
- Ongoing code compliance process work and tree compliance process work

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**COURT**  
**Court Administrator Stacy Colberg**

**Jury Trials:** The following cases are set for trial on Thursday, December 14. Jury trials are open to the public.

|                                   |                                    |
|-----------------------------------|------------------------------------|
| City vs. Leonard Carpenter Dewitt | Veh Operator Refuse Comply Officer |
| City vs. Richard Franklin Lee     | Malicious Mischief 3 <sup>rd</sup> |

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## FINANCE

### Finance Director Dave Rodenbach

**Banking Change Update:** On November 17, staff participated in training with Kitsap Bank personnel who were on-site to provide direction on online banking user setup and security settings, as well as ACH and positive pay processing. In addition, the Kitsap team installed and trained users on a new remote deposit capture (RDC) scanner, which allows for remote deposit of checks at the end of each business day, increasing security and efficiency.

With initial training complete and most of the behind-the-scenes adjustments in place, we are making great strides in our transition to Kitsap Bank. The official transition date has been postponed slightly due to the complexity of re-directing online payment systems. However, this hurdle should be overcome soon, and a final transition date will be announced.

Thank you to all the staff who worked hard to get us to where we are and for remaining positive and flexible during this difficult yet important task.

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## 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 - Entry Level       | FT   | Continuous                 |
| Police Officer - Exceptional Entry | FT   | Continuous                 |
| Police Officer - Lateral Entry     | FT   | Continuous                 |
| Police Services Specialist         | FT   | Closed - selection pending |

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## ITS

### Information Technology Services Manager Keith Smith

**Facilities Security:** Staff is continuing to work with vendor Security Solutions Northwest to deploy cameras and door controls to facilities around the city for the new security badge system.

**Software:** We are modernizing how the police department records various types of information by developing secure web-based portals and databases. This will result in more standardization and enable them to quickly access data from any device.

**Hardware and Network Changes:** New ruggedized mobile devices equipped with robust connectivity are being deployed for Public Works Operations staff working in the field. Additionally, we are preparing computing hardware and expanding network connectivity for the new Public Works Operations Center.

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## **POLICE**

### **Police Chief Kelly Busey**

**Busy Officer:** Officer Erwin had a very busy week recently.

On November 9, he helped coordinate the arrest of three juvenile suspects who had committed purse thefts and an attempted robbery of a citizen at Costco earlier in the day. That evening, Erwin learned that the suspects were in Tacoma attempting to use credit cards stolen in the crimes. He quickly coordinated with Tacoma Police units who located the suspect vehicle. After a chase that led into Federal Way, the three suspects were taken into custody.

On November 10, Officer Erwin was patrolling a parking lot when he observed a vehicle with an obviously fraudulent trip permit (in lieu of a license plate). Further investigation revealed that the vehicle was stolen. Erwin took the driver into custody.

On November 11, Officer Erwin was conducting a routine business check of a local department store. Sergeant Hicks happened to be in the parking lot of that same store and was observing what appeared to be a stolen truck. From outside the truck, officers could see a variety of checks belonging to many different people. Erwin went into the store and located the suspects. One of them had an outstanding felony warrant. During a search of that suspect, he located drugs and other evidence linking both suspects to stolen property, identity theft, and unlawful use of the stolen checks.

**On-View Arrest:** On November 26, Officer Barber noticed a rental truck in a parking lot near a clothing donation bin and the occupants were acting in a suspicious manner. When contacted, Officer Barber recognized them from previous contacts. He also noticed evidence of drug use and some potentially stolen property within the vehicle. He gained consent to search the vehicle and recovered those items. A representative of the rental truck agency happened to be driving by and noticed the activity. He stopped and confirmed that the truck had been rented but was 10 days overdue in being returned. He recovered the vehicle and occupants were cited into court.

**Narcan:** On December 4, Officer Barber was transporting a shoplifting suspect to Kitsap Jail. While on SR-16, Officer Barber noticed the male arrestee become unresponsive in the back seat of his patrol vehicle. Officer Barber quickly pulled his vehicle off the roadway and then carried his arrestee out of his vehicle to the ground. It was obvious the arrestee had overdosed on an unknown drug.

Officer Barber requested medical aid to the scene and then administered Narcan to the arrestee. The arrestee was then transported to St. Anthony's Hospital. He will be summoned to court for the shoplifting crime.

**Shields:** We were just notified that Pierce County Department of Emergency Management has given us a grant for the purchase of two ballistic shields. We had been authorized five shields in our 2023-24 budget, so we will realize a savings of approximately \$20,000.

**Drones:** We recently put Officer Abell and Officer Sam through free drone operator training. It is increasingly clear that drones are a valuable tool in law enforcement and have proven to be helpful in officer safety situations. Recently, we were assisted by a federal agency who provided drone support to clear the interior of a house where an armed subject was thought to have been located. Additionally, drones have been helpful in searches for fleeing suspects (sometimes in lieu of K9 tracking). We continue to explore these options.

**Holiday Patrols:** We will be deploying extra officers to our city businesses during the month of December with the focus on retail theft. This time of year often results in an increase in shoplifting and we hope to deter this type of activity.

**Annual Meeting:** This Thursday, we will hold our annual department meeting. This is the one time of the year we get all department personnel in the same room at the same time. During the meeting, our partners with the Pierce County Sheriff's Department will help cover our city with calls for service. (We remain ready to respond to priority calls during this time.) We look forward to a productive time together.

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## **PUBLIC WORKS**

### **Public Works Director Jeff Langhelm**

**Transportation Improvement Board (TIB) Funding for Street Projects:** In July 2023, Engineering Division staff developed two applications to TIB requesting funding for two street capital projects - the Wollochet Drive/Wagner Way Intersection Improvements and the Burnham Drive Phase 1A Half-Width Roadway Improvements. Council authorized these applications at the July 10 council meeting via Resolution 1284. On December 1, the city received notice of award from TIB of both grant applications, including \$1.1 million for the Wollochet Dr/Wagner Way project and \$1.5 million for the Burnham Drive project. Congratulations to Engineering staff for this successful grant award!

**Holiday Decorating:** Most of the Operations Division staff has been involved in one or more ways with the decorating around town for the holidays. This includes the placement of lights, wreaths, boughs, and ribbons on street facilities, decorating various city buildings, and the significant efforts to decorate Skansie Park and Bogue View Plaza. The public, news outlets, and staff have all expressed just how nice the city looks once again for the holiday season.

**Water Operations Updates:** (1) Staff is performing hydrant and valve exercising and maintenance activities. This is a critical maintenance task to verify the proper operation of the city's water system during emergencies. (2) Staff is preparing to award the contract for work items on both the Grandview tanks and the Shurgard tank. (3) Staff is beginning the placement of the new backup generator and Well #3.

**Wastewater Division Updates:** (1) Wastewater staff continues to spend significant time bringing the digester tank aeration system back online each time air to the digesters is disrupted. This work includes draining tanks and removing compacted solids in air piping and replacing diffusers. (2) The collections crew is maintaining wastewater lift stations and preparing for additional flows from rainfall. (3) Wastewater staff (supported by Operations staff) are making emergency repairs to an eroding gravel driveway near the intersection of Burnham Drive and 96<sup>th</sup> Street where the city operates a gravity sewer main.



**Finholm View Climb Repairs Update:** The city finally received the order of custom lumber for repair of the Finholm View Climb. The majority of the repairs are now complete, and the view climb is open for use. However, there will be some intermittent closures as the city completes the final elements.

**Masonic Lodge Committee:** The committee that is exploring a potential remodel of the Masonic Lodge met on November 15 at the Harbor History Museum. They will continue to meet on the third Wednesday of every month until their plan is completed, which is slated for some time in July 2024.

**Sports Complex Phase 1B:** Building and land use permits have been issued for this project, which will add pickleball and bocce ball courts, a playground, a performance stage, and a restroom and concession stand building. Bid documents are being reviewed, and the project is expected to go out to bid in January.

**Sports Complex Phase 2/3 Feasibility:** Staff and consultants will present proposed field configurations and cost estimates to city council at the January 11 study session, with a public meeting to follow on a date to be determined.

**Aquatic Lease for Maritime Pier:** The existing aquatic lease from the Washington Department of Natural Resources expires next year, so staff is beginning the process of filling out application materials to renew the lease.



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

**Meeting Date: December 11, 2023**

**SUBJECT:** Public Hearing: Second Reading and Adoption of Ordinance 1518 Relating to Mid-Biennial Review and Approving the 2023-2024 Budget Modification

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**SUBMITTED BY:** Finance Director Dave Rodenbach

**DEPARTMENT:** Finance

**PHONE:** (253) 853-7610

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**SUGGESTED MOTION:** Move to approve Ordinance 1518.

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**BACKGROUND INFORMATION:** This proposed budget modification makes the following adjustments to the 2023-2024 biennial budget:

Revises the beginning fund balances of all the city's funds to reflect actual 2022 ending balances;  
Adjusts budgeted revenues according to actual trends observed during 2023;  
Provides appropriations for 2023 bond and inter-fund loan debt service; and  
Recognizes cost savings implemented in response to revenue shortfalls.

The city is also required to annually adopt updated salary schedules by ordinance. The 2024 salary schedules are attached to Ordinance 1518 as Exhibit A.

The 2024 salary schedules include a 4.5% increase to police sergeant and police officer salaries, as agreed upon in the 2023-25 collective bargaining agreement with Teamsters Local Union No. 117, and a 4.5% increase to non-represented employee salaries. Salary schedules for the tourism & communications director and tourism & communications assistant positions have been removed.

Collective bargaining agreement negotiations are currently underway with General Unit (Teamsters Local Union No. 117) and Supervisory Unit (Teamsters Local Union No. 313) employees. Any modifications to these salary schedules resulting from these negotiated agreements will be adopted by ordinance in the future.

All salaries (including COLAs) on the salary schedules are accounted for in the city's 2023-24 budget.

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**FISCAL CONSIDERATION:** The table below shows each fund's budget with recommended adjustments and notes explaining the necessity for the changes. The changes noted below adapt the city's 2023-2024 biennial budget to current economic conditions while continuing levels of service originally adopted in the budget. Capital projects included in the 2023-2024 budget are not impacted by this budget adjustment.

|                                 | 2023-24<br>Original Budget | 2023-24 Amended<br>Budget | Increase /<br>(Decrease) | Notes                                                                             |
|---------------------------------|----------------------------|---------------------------|--------------------------|-----------------------------------------------------------------------------------|
| Non-Departmental                | \$ 7,910,803               | \$ 9,063,288              | \$ 1,152,485             | Additional debt service for 2023 LTGO (\$999,244) & Interfund loan (\$641,000)    |
| Legislative                     | 163,200                    | 163,200                   | -                        |                                                                                   |
| Municipal Court                 | 1,234,040                  | 1,300,654                 | 66,614                   | Blake decision                                                                    |
| Admin/Finance                   | 5,539,520                  | 5,414,633                 | (124,887)                | ITS professional services reduced                                                 |
| Police                          | 11,501,270                 | 11,336,017                | (165,253)                | Lower jail expenditures so far                                                    |
| Community Development           | 5,622,138                  | 5,082,264                 | (539,874)                | Four positions held vacant throughout biennium                                    |
| Parks & Recreation              | 4,185,892                  | 3,909,935                 | (275,957)                | Experiencing lower personnel costs                                                |
| Building                        | 3,336,940                  | 3,389,806                 | 52,866                   | Increase due to building security updates                                         |
| Ending Fund Balance             | 2,008,249                  | 2,043,853                 | 35,604                   |                                                                                   |
| <b>General Fund Total</b>       | <b>41,502,052</b>          | <b>41,703,650</b>         | <b>201,598</b>           |                                                                                   |
| Street Operating                | 6,109,638                  | 6,163,876                 | 54,238                   |                                                                                   |
| Street Capital                  | 14,143,075                 | 14,399,289                | 256,214                  | Beg. fund balance increase \$67k/developer contribution \$137k                    |
| Transportation Benefit District | 9,079,527                  | 9,383,875                 | 304,348                  | Beg. Fund balance increase 75k/interest revenue increased \$320k                  |
| Senior Capital                  | 202,053                    | 220,810                   | 18,757                   |                                                                                   |
| Pedestrian Safety               | 218,207                    | 238,991                   | 20,784                   |                                                                                   |
| Drug Investigation State        | 17,328                     | 18,671                    | 1,343                    |                                                                                   |
| Drug Investigation Federal      | 6,073                      | 12,351                    | 6,278                    | Budgeting error - beginning fund balance correction                               |
| Hotel - Motel                   | 2,145,257                  | 2,360,825                 | 215,568                  | Beg. fund balance increase \$94k/interest revenue increased \$86k                 |
| Public Art Capital Projects     | 26,225                     | 27,722                    | 1,497                    |                                                                                   |
| Park Development                | 11,618,485                 | 11,266,488                | (251,997)                | Beg. fund balance decrease \$503,795                                              |
| Strategic Reserve               | 2,630,962                  | 2,886,489                 | 255,527                  | Fund balance up \$31k/interest revenue up \$225k                                  |
| Equipment Repl Reserve          | 501,149                    | 544,818                   | 43,669                   | Fund balance up \$4k/interest revenue up \$39k                                    |
| Capital Development             | 2,992,579                  | 3,175,717                 | 183,138                  | Beg. fund balance + interest offset \$500k decline in REET                        |
| General Gov't. Cap. Impr.       | 2,892,987                  | 2,325,245                 | (567,742)                | Decline in REET                                                                   |
| Impact Fee Trust                | 4,854,330                  | 3,842,270                 | (1,012,060)              | Beg. fund balance up \$1.9 million/interest up \$264k/fees down \$3.2 mm          |
| Hospital Benefit Zone Revenue   | 10,258,128                 | 11,430,787                | 1,172,659                | Interest up \$516k/\$4.248 million bonds rec'd                                    |
| LTGO Bond Redemption            | 483,784                    | 4,216,537                 | 3,732,753                | \$2.1million/bond & interfund loan prmts added (\$1.6mm)                          |
| UTGO Bond Redemption            | 539,962                    | 602,683                   | 62,721                   | Beg. fund balance + interest                                                      |
| Water Operating                 | 10,411,735                 | 11,503,187                | 1,091,452                | Beg. fund balance up \$114k/rate rev up \$756k/interest rev up \$200k             |
| Sewer Operating                 | 18,240,510                 | 19,895,378                | 1,654,868                | Beg. fund balance up \$541k/rate rev up \$969k/interest rev up \$250k             |
| Shorecrest Reserve              | 290,227                    | 316,753                   | 26,526                   | Interest rev up                                                                   |
| Utility Reserve                 | 1,457,409                  | 1,539,019                 | 81,610                   | Beg. fund balance up \$11k/interest revenue up \$71k                              |
| Utility Bond Redemption         | 5,179,636                  | 4,793,599                 | (386,037)                | Beg. fund balance down \$408k/interest rev up \$22k                               |
| Sewer Capital Const.            | 11,237,036                 | 8,429,831                 | (2,807,205)              | Beg. fund balance down \$672k/gfc's down \$2.6mm/interest rev up \$506k           |
| Storm Sewer Operating           | 5,717,885                  | 5,659,162                 | (58,723)                 | Beg. fund balance up \$780k/rate rev down vs budget \$840k/interest rev up \$115k |
| Storm Sewer Capital             | 5,154,074                  | 5,185,765                 | 31,691                   | Beg. fund balance up \$634k/gfc's down \$843k/interest rev up \$240k              |
| Water Capital Assets            | 10,806,655                 | 8,647,509                 | (2,159,146)              | Beg. fund balance up \$24k/gfc's down \$1.9mm/interest rev up \$420k              |
| <b>Total All Funds</b>          | <b>\$ 178,616,968</b>      | <b>\$ 180,791,297</b>     | <b>\$ 2,174,329</b>      |                                                                                   |

## ATTACHMENTS:

1. Ordinance 1518
2. Ordinance 1518 Exhibit A

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

## ORDINANCE 1518

### AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO MID-BIENNIAL BUDGET REVIEW AND APPROVING THE 2023-2024 BUDGET MODIFICATION

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**WHEREAS**, RCW 35A.34.130 requires a mid-biennial review and modification of the originally adopted 2023-2024 budget; and

**WHEREAS**, the city council desires to modify the 2023-2024 biennial budget originally set by Ordinance 1502; and

**WHEREAS**, the city budget set forth anticipated revenues and expenditures for the forthcoming years; and

**WHEREAS**, during 2023, certain budgeted revenues and expenditures have increased or decreased and the city council desires to modify the city budget to reflect the projected increases and decreases in revenues and expenditures; and

**WHEREAS**, the city council published notification in advance of a public hearing and held a public hearing on December 11, 2023 at the regular city council meeting; and

**WHEREAS**, it is necessary and appropriate to annually establish the salary schedule for employees of the City of Gig Harbor by ordinance; and

**WHEREAS**, pursuant to RCW 35A.11.020, the city council has the power to fix the compensation and working conditions of its officers and employees;

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

**Section 1.**    **Budget Modified.** The 2023-2024 budget shall be modified as follows:

| <b>Fund / Department</b>        | <b>2023-24<br/>Original Budget</b> | <b>2023-24 Amended<br/>Budget</b> | <b>Increase /<br/>(Decrease)</b> |
|---------------------------------|------------------------------------|-----------------------------------|----------------------------------|
| Non-Departmental                | \$ 7,910,803                       | \$ 9,063,288                      | \$ 1,152,485                     |
| Legislative                     | 163,200                            | 163,200                           | -                                |
| Municipal Court                 | 1,234,040                          | 1,300,654                         | 66,614                           |
| Admin/Finance                   | 5,539,520                          | 5,414,633                         | (124,887)                        |
| Police                          | 11,501,270                         | 11,336,017                        | (165,253)                        |
| Community Development           | 5,622,138                          | 5,082,264                         | (539,874)                        |
| Parks & Recreation              | 4,185,892                          | 3,909,935                         | (275,957)                        |
| Building                        | 3,336,940                          | 3,389,806                         | 52,866                           |
| Ending Fund Balance             | 2,008,249                          | 2,043,853                         | 35,604                           |
| <b>General Fund Total</b>       | <b>41,502,052</b>                  | <b>41,703,650</b>                 | <b>201,598</b>                   |
| Street Operating                | 6,109,638                          | 6,163,876                         | 54,238                           |
| Street Capital                  | 14,143,075                         | 14,399,289                        | 256,214                          |
| Transportation Benefit District | 9,079,527                          | 9,383,875                         | 304,348                          |
| Senior Capital                  | 202,053                            | 220,810                           | 18,757                           |
| Pedestrian Safety               | 218,207                            | 238,991                           | 20,784                           |
| Drug Investigation State        | 17,328                             | 18,671                            | 1,343                            |
| Drug Investigation Federal      | 6,073                              | 12,351                            | 6,278                            |
| Hotel - Motel                   | 2,145,257                          | 2,360,825                         | 215,568                          |
| Public Art Capital Projects     | 26,225                             | 27,722                            | 1,497                            |
| Park Development                | 11,518,485                         | 11,266,488                        | (251,997)                        |
| Strategic Reserve               | 2,630,962                          | 2,886,489                         | 255,527                          |
| Equipment Repl Reserve          | 501,149                            | 544,818                           | 43,669                           |
| Capital Development             | 2,992,579                          | 3,175,717                         | 183,138                          |
| General Gov't. Cap. Impr.       | 2,892,987                          | 2,325,245                         | (567,742)                        |
| Impact Fee Trust                | 4,854,330                          | 3,842,270                         | (1,012,060)                      |
| Hospital Benefit Zone Revenue   | 10,258,128                         | 11,430,787                        | 1,172,659                        |
| LTGO Bond Redemption            | 483,784                            | 4,216,537                         | 3,732,753                        |
| UTGO Bond Redemption            | 539,962                            | 602,683                           | 62,721                           |
| Water Operating                 | 10,411,735                         | 11,503,187                        | 1,091,452                        |
| Sewer Operating                 | 18,240,510                         | 19,895,378                        | 1,654,868                        |
| Shorecrest Reserve              | 290,227                            | 316,753                           | 26,526                           |
| Utility Reserve                 | 1,457,409                          | 1,539,019                         | 81,610                           |
| Utility Bond Redemption         | 5,179,636                          | 4,793,599                         | (386,037)                        |
| Sewer Capital Const.            | 11,237,036                         | 8,429,831                         | (2,807,205)                      |
| Storm Sewer Operating           | 5,717,885                          | 5,659,162                         | (58,723)                         |
| Storm Sewer Capital             | 5,154,074                          | 5,185,765                         | 31,691                           |
| Water Capital Assets            | 10,806,655                         | 8,647,509                         | (2,159,146)                      |
| <b>Total All Funds</b>          | <b>\$ 178,616,968</b>              | <b>\$ 180,791,297</b>             | <b>\$ 2,174,329</b>              |

**Section 2. Funds Appropriated.** The Gig Harbor City Council finds that it is in the best interests of the city to modify the 2023-2024 biennial budget as shown above and directs the finance director to modify the budget as shown above.

**Section 3. Salary Schedules.** Exhibit A is adopted as the 2024 personnel salary schedules for all employees.

**Section 4. Severability.** If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, clause or phrase of this ordinance.

**Section 5. Correction of Errors.** The city clerk and codifiers of the ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

**Section 6. Effective Date.** This ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

**ADOPTED** by the City Council of the City of Gig Harbor at a regular meeting thereof, held this 11th day of December, 2023.

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Tracie Markley  
Mayor

Approved as to form:

Attest:

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Daniel Kenny  
City Attorney

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Joshua Stecker, CMC  
City Clerk

**EXHIBIT A  
SALARY SCHEDULES**

**2024 Executive Positions (Exempt)**

| Job Title                                        | Step 1    | Step 2    | Step 3    | Step 4    | Step 5    |
|--------------------------------------------------|-----------|-----------|-----------|-----------|-----------|
| City Administrator                               | \$172,546 | \$181,173 | \$190,232 | \$199,744 | \$209,731 |
| City Attorney                                    | \$158,128 | \$166,034 | \$174,336 | \$183,053 | \$192,206 |
| Chief of Police                                  | \$148,827 | \$156,268 | \$164,081 | \$172,285 | \$180,899 |
| Finance Director                                 | \$139,525 | \$146,501 | \$153,826 | \$161,517 | \$169,593 |
| Public Works Director                            | \$139,525 | \$146,501 | \$153,826 | \$161,517 | \$169,593 |
| Community Development Director                   | \$139,525 | \$146,501 | \$153,826 | \$161,517 | \$169,593 |
| Human Resources Director                         | \$132,828 | \$139,469 | \$146,442 | \$153,764 | \$161,452 |
| Police Lieutenant                                | \$132,828 | \$139,469 | \$146,442 | \$153,764 | \$161,452 |
| Housing, Health & Human Services Program Manager | \$109,598 | \$115,078 | \$120,832 | \$126,874 | \$133,218 |
| Assistant City Attorney                          | \$108,829 | \$114,270 | \$119,984 | \$125,983 | \$132,282 |
| City Clerk                                       | \$99,993  | \$104,993 | \$110,243 | \$115,755 | \$121,543 |
| Risk & Safety Program Manager                    | \$90,931  | \$95,478  | \$100,252 | \$105,265 | \$110,528 |
| Human Resources Generalist                       | \$83,899  | \$88,094  | \$92,499  | \$97,124  | \$101,980 |

**2024 Non-Represented Non-Supervisory Personnel**

| Job Title                            | Step 1   | Step 2   | Step 3   | Step 4   | Step 5   | Step 6   | Step 7    | Step 8    |
|--------------------------------------|----------|----------|----------|----------|----------|----------|-----------|-----------|
| Assistant City Clerk                 | \$82,778 | \$85,468 | \$88,246 | \$91,114 | \$94,075 | \$97,132 | \$100,289 | \$103,548 |
| Human Resources / Payroll Specialist | \$72,081 | \$74,424 | \$76,843 | \$79,340 | \$81,919 | \$84,581 | \$87,330  | \$90,168  |
| Human Resources Assistant            | \$56,606 | \$58,446 | \$60,345 | \$62,306 | \$64,331 | \$66,422 | \$68,581  | \$70,810  |

**2024 Police Personnel (Local 117)**

| Job Title       | Step 1    | Step 2    | Step 3    | Step 4    | Step 5    |
|-----------------|-----------|-----------|-----------|-----------|-----------|
| Police Sergeant | \$117,051 | \$122,904 | \$129,049 | \$135,501 |           |
| Police Officer  | \$88,635  | \$93,067  | \$97,720  | \$102,606 | \$107,736 |

**2024 Supervisor Unit (Local 313)**

| Job Title                               | Step 1    | Step 2    | Step 3    | Step 4    | Step 5    | Step 6    | Step 7    | Step 8    |
|-----------------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| City Engineer                           | \$108,797 | \$112,333 | \$115,984 | \$119,753 | \$123,645 | \$127,664 | \$131,813 | \$136,097 |
| Information Technology Services Manager | \$108,797 | \$112,333 | \$115,984 | \$119,753 | \$123,645 | \$127,664 | \$131,813 | \$136,097 |
| Wastewater Superintendent               | \$108,170 | \$111,686 | \$115,315 | \$119,063 | \$122,933 | \$126,928 | \$131,053 | \$135,312 |
| Building Official / Fire Marshal        | \$104,164 | \$107,549 | \$111,045 | \$114,654 | \$118,380 | \$122,227 | \$126,200 | \$130,301 |
| Parks Manager                           | \$96,598  | \$99,737  | \$102,979 | \$106,326 | \$109,781 | \$113,349 | \$117,033 | \$120,837 |
| Principal Planner                       | \$96,598  | \$99,737  | \$102,979 | \$106,326 | \$109,781 | \$113,349 | \$117,033 | \$120,837 |
| Court Administrator                     | \$93,505  | \$96,544  | \$99,682  | \$102,921 | \$106,266 | \$109,720 | \$113,286 | \$116,968 |
| Public Works Superintendent             | \$93,020  | \$96,043  | \$99,165  | \$102,387 | \$105,715 | \$109,151 | \$112,698 | \$116,361 |

**2024 Non-Supervisory Personnel (Local 117)**

| <b>Job Title</b>                                   | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> | <b>Step 6</b> | <b>Step 7</b> | <b>Step 8</b> |
|----------------------------------------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Wastewater Lead Operator                           | \$98,336      | \$101,532     | \$104,832     | \$108,239     | \$111,756     | \$115,389     | \$119,139     | \$123,011     |
| Senior Engineer                                    | \$98,239      | \$101,432     | \$104,728     | \$108,132     | \$111,646     | \$115,275     | \$119,021     | \$122,889     |
| Associate Engineer                                 | \$90,850      | \$93,803      | \$96,851      | \$99,999      | \$103,249     | \$106,604     | \$110,069     | \$113,646     |
| Project Engineer                                   | \$90,850      | \$93,803      | \$96,851      | \$99,999      | \$103,249     | \$106,604     | \$110,069     | \$113,646     |
| Senior Accountant                                  | \$90,618      | \$93,563      | \$96,604      | \$99,744      | \$102,985     | \$106,332     | \$109,788     | \$113,356     |
| Senior Planner                                     | \$90,565      | \$93,508      | \$96,547      | \$99,685      | \$102,925     | \$106,270     | \$109,724     | \$113,290     |
| Wastewater Operator III                            | \$85,509      | \$88,288      | \$91,157      | \$94,120      | \$97,179      | \$100,337     | \$103,598     | \$106,965     |
| Water Operator III                                 | \$85,509      | \$88,288      | \$91,157      | \$94,120      | \$97,179      | \$100,337     | \$103,598     | \$106,965     |
| Infrastructure Systems Engineer                    | \$81,730      | \$84,386      | \$87,129      | \$89,960      | \$92,884      | \$95,903      | \$99,020      | \$102,238     |
| NPDES Coordinator - Stormwater                     | \$80,507      | \$83,123      | \$85,825      | \$88,614      | \$91,494      | \$94,468      | \$97,538      | \$100,708     |
| Assistant Building Official / Fire Marshal         | \$80,084      | \$82,687      | \$85,374      | \$88,149      | \$91,014      | \$93,971      | \$97,026      | \$100,179     |
| Field Supervisor                                   | \$80,084      | \$82,687      | \$85,374      | \$88,149      | \$91,014      | \$93,971      | \$97,026      | \$100,179     |
| Construction Supervisor                            | \$80,084      | \$82,687      | \$85,374      | \$88,149      | \$91,014      | \$93,971      | \$97,026      | \$100,179     |
| Wastewater Operator II                             | \$77,736      | \$80,262      | \$82,871      | \$85,564      | \$88,345      | \$91,216      | \$94,181      | \$97,242      |
| Water Operator II                                  | \$77,736      | \$80,262      | \$82,871      | \$85,564      | \$88,345      | \$91,216      | \$94,181      | \$97,242      |
| Engineering Project Manager                        | \$77,515      | \$80,034      | \$82,635      | \$85,321      | \$88,094      | \$90,957      | \$93,913      | \$96,965      |
| GIS Coordinator                                    | \$73,772      | \$76,170      | \$78,645      | \$81,201      | \$83,840      | \$86,565      | \$89,378      | \$92,283      |
| Payroll / Benefits Administrator                   | \$73,572      | \$75,963      | \$78,432      | \$80,981      | \$83,613      | \$86,330      | \$89,136      | \$92,033      |
| Associate Planner                                  | \$72,462      | \$74,817      | \$77,249      | \$79,759      | \$82,351      | \$85,028      | \$87,791      | \$90,644      |
| Construction Inspector                             | \$70,699      | \$72,997      | \$75,369      | \$77,819      | \$80,348      | \$82,959      | \$85,655      | \$88,439      |
| Building Inspector / Plans Reviewer                | \$70,699      | \$72,997      | \$75,369      | \$77,819      | \$80,348      | \$82,959      | \$85,655      | \$88,439      |
| Wastewater Operator I                              | \$70,669      | \$72,966      | \$75,337      | \$77,786      | \$80,314      | \$82,924      | \$85,619      | \$88,401      |
| Water Operator I                                   | \$70,669      | \$72,966      | \$75,337      | \$77,786      | \$80,314      | \$82,924      | \$85,619      | \$88,401      |
| Code Enforcement Officer                           | \$69,644      | \$71,907      | \$74,244      | \$76,657      | \$79,149      | \$81,721      | \$84,377      | \$87,119      |
| Executive Assistant                                | \$69,644      | \$71,907      | \$74,244      | \$76,657      | \$79,149      | \$81,721      | \$84,377      | \$87,119      |
| Mechanic                                           | \$68,367      | \$70,589      | \$72,883      | \$75,252      | \$77,697      | \$80,223      | \$82,830      | \$85,522      |
| Engineering Technician                             | \$66,899      | \$69,073      | \$71,318      | \$73,636      | \$76,029      | \$78,500      | \$81,051      | \$83,685      |
| Building Maintenance Technician                    | \$66,362      | \$68,519      | \$70,746      | \$73,045      | \$75,419      | \$77,870      | \$80,401      | \$83,014      |
| Information Technology Services Support Technician | \$65,444      | \$67,571      | \$69,767      | \$72,034      | \$74,376      | \$76,793      | \$79,288      | \$81,865      |
| Wastewater Operator in Training (OIT)              | \$65,326      |               |               |               |               |               |               |               |
| Water Operator in Training (OIT)                   | \$65,326      |               |               |               |               |               |               |               |
| Wastewater Collection Systems Tech II              | \$63,088      | \$65,138      | \$67,255      | \$69,441      | \$71,698      | \$74,028      | \$76,434      | \$78,918      |
| Assistant Planner                                  | \$62,889      | \$64,933      | \$67,043      | \$69,222      | \$71,472      | \$73,795      | \$76,193      | \$78,669      |
| Permit Coordinator                                 | \$62,889      | \$64,933      | \$67,043      | \$69,222      | \$71,472      | \$73,795      | \$76,193      | \$78,669      |
| Finance Technician                                 | \$61,317      | \$63,310      | \$65,367      | \$67,492      | \$69,685      | \$71,950      | \$74,288      | \$76,703      |
| Utility Billing Technician                         | \$61,317      | \$63,310      | \$65,367      | \$67,492      | \$69,685      | \$71,950      | \$74,288      | \$76,703      |
| Planning Technician                                | \$61,000      | \$62,983      | \$65,029      | \$67,143      | \$69,325      | \$71,578      | \$73,904      | \$76,306      |
| Community Development Assistant                    | \$59,626      | \$61,564      | \$63,565      | \$65,631      | \$67,764      | \$69,966      | \$72,240      | \$74,588      |
| Public Works Assistant                             | \$59,626      | \$61,564      | \$63,565      | \$65,631      | \$67,764      | \$69,966      | \$72,240      | \$74,588      |
| Judicial Specialist                                | \$56,461      | \$58,296      | \$60,191      | \$62,147      | \$64,167      | \$66,252      | \$68,405      | \$70,628      |
| Property & Evidence Technician                     | \$56,133      | \$57,957      | \$59,841      | \$61,786      | \$63,794      | \$65,867      | \$68,008      | \$70,218      |
| Police Services Specialist                         | \$51,564      | \$53,240      | \$54,970      | \$56,757      | \$58,601      | \$60,506      | \$62,472      | \$64,503      |
| Court Clerk                                        | \$50,866      | \$52,519      | \$54,226      | \$55,988      | \$57,808      | \$59,687      | \$61,627      | \$63,629      |
| Custodian                                          | \$50,687      | \$52,334      | \$54,035      | \$55,791      | \$57,605      | \$59,477      | \$61,410      | \$63,406      |
| Public Works Clerk                                 | \$50,656      | \$52,302      | \$54,002      | \$55,757      | \$57,569      | \$59,440      | \$61,372      | \$63,367      |
| Community Development Clerk                        | \$50,656      | \$52,302      | \$54,002      | \$55,757      | \$57,569      | \$59,440      | \$61,372      | \$63,367      |
| Laborer                                            | \$48,133      | \$49,697      | \$51,312      | \$52,980      | \$54,702      | \$56,480      | \$58,315      | \$60,211      |

| <b>Job Title</b>       | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> | <b>Step 6</b> | <b>Step 7</b> | <b>Step 8</b> | <b>Step 9</b> | <b>Step 10</b> |
|------------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|----------------|
| Maintenance Technician | \$59,179      | \$61,102      | \$63,088      | \$65,139      | \$67,256      | \$69,441      | \$71,698      | \$74,028      | \$76,434      | \$78,918       |



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

**Meeting Date: December 11, 2023**

**SUBJECT:** Civic Center HVAC Amendment and Funding Approval with DES

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**SUBMITTED BY:** Public Works Director Jeff Langhelm, PE

**DEPARTMENT:** Public Works

**PHONE:** (253) 853-7630

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**SUGGESTED MOTION:** Move to authorize the mayor to sign Interagency Amendment No. 1 between the city and Department of Enterprise Services and a funding approval form for the Civic Center HVAC Project with the Department of Enterprise Services.

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**BACKGROUND INFORMATION:** The city constructed it's 35,000 sq. ft. Civic Center in 2002. The existing heating, ventilation, and air conditioning (HVAC) system in the Civic Center has far exceeded its useful life and must be replaced.

In 2022 and 2023 the city worked with the Washington State Department of Enterprise Services (DES) and the energy services company (ESCO) MacDonald Miller to develop concepts and prices for replacement of the Civic Center's HVAC system. In November 2023 MacDonald Miller provided the city with an energy services proposal to complete the HVAC work.

The two items presented as part of this proposed action would allow the city and DES to proceed with contracting for the final design and installation of the new HVAC system.

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**FISCAL CONSIDERATION:** This expense is fully funded through the city's general fund. As discussed at recent study sessions, the general fund has seen a significant reduction in anticipated revenues and is considering a series of unanticipated, unbudgeted general fund expenses. While the city currently has sufficient funds to pay for the project expenses noted below, the city is also pursuing a state legislative budget request that would pay for a majority of the project expenses. If necessary, the city may bond for most of the project expenses so as to minimize the immediate financial burden to the city's general fund.

|                                                                                                                                                         |                   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| <b>Total 2023-24 Project Funding:</b>                                                                                                                   |                   |
| City Buildings, Objective 1 – Civic Center HVAC Upgrade                                                                                                 | \$ 2,200,000.00   |
| <b>Total 2023-24 Project Expenses:</b>                                                                                                                  |                   |
| DES Funding Agreement for Investment Grade Audit (February 22, 2023)                                                                                    | (\$ 63,008.00)    |
| DES Funding Agreement Amendment 1 for Construction (ESCO Professional Services, Measurement and Verification, Construction, and DES Project Management) | (\$ 2,393,542.01) |

|                          |                        |
|--------------------------|------------------------|
| <b>Available Budget:</b> | <b>(\$ 256,550.01)</b> |
|--------------------------|------------------------|

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**ATTACHMENTS:**

1. Interagency Aemndment
2. DES Funding Approval Agreement
3. Civic Center Energy Service Proposal

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**STRATEGIC PLAN PRIORITY:** Promote environmental sustainability and preserve Gig Harbor's natural beauty and ensure sustainable future for public services and facilities.



**STATE OF WASHINGTON**  
**DEPARTMENT OF ENTERPRISE SERVICES**

*1500 Jefferson St. SE, Olympia, WA 98501  
PO Box 41476, Olympia, WA 98504-1476*

|                                                                                                                               |                                          |                        |
|-------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|------------------------|
| State of Washington<br><b>ENERGY PROGRAM</b><br>Department of Enterprise Services<br>P.O. Box 41476<br>Olympia, WA 98504-1476 | <b>INTERAGENCY AMENDMENT</b>             |                        |
|                                                                                                                               | IAA No.:<br>Project No.<br>Amendment No. | K7993<br>2023-208<br>1 |
| City of Gig Harbor<br>3510 Grandview St.<br>Gig Harbor, WA 98335                                                              | Date:                                    | November 29, 2023      |

**INTERAGENCY AMENDMENT**

**Between**

**CITY OF GIG HARBOR**

**And**

**WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES**

The parties to this Amendment, the Department of Enterprise Services, Energy Program, hereinafter referred to as “DES”, and City of Gig Harbor, hereinafter referred to as the “CLIENT AGENCY”, hereby amend the Agreement as follows:

The purpose of this Amendment is to establish a vehicle for DES to provide future Energy/Utility Conservation Project Management and Monitoring Services to the CLIENT AGENCY and to authorize the development of the energy services proposal.

1. **TERM.** The term of the agreement commences February 1, 2023, and ending on December 31, 2026 unless altered or amended as provided herein.
2. **STATEMENT OF WORK; COMPENSATION.** Energy Program shall provide the following services, for the following compensation, to Client Agency.
  - a. **SERVICES:** DES shall furnish the necessary personnel and services and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment “A” and Attachment “C”, attached hereto and incorporated herein by reference. Unless otherwise specified, DES shall be responsible for performing all fiscal and program responsibilities as set forth in Attachment “A” and Attachment “C”.

Energy/Utility Conservation projects shall be authorized by Amendment to this Agreement.

**2a.1 Gig Harbor Civic Center Ph1 outlined in the MacDonald-Miller Facility Solutions, LLC Energy Services Proposal dated November 14, 2023, Project No. 2023-208**

**2a.2 Review of Measurement and Verification reports for the Gig Harbor Civic Center Ph1 outlined in the MacDonald-Miller Facility Solutions, LLC Energy Services Proposal dated November 14, 2023, Project No. 2023-208.**

The CLIENT AGENCY shall provide the Energy Services Company (ESCO) with any additional contract language necessary to comply with the requirements established under federal grants, the American Recovery & Reinvestment Act of 2009 (ARRA) and the Energy Efficiency and Conservation Block Grant (EECBG). The ESCO and their subcontractors are required to comply with all applicable federal regulations and reporting procedures.

- b. **COMPENSATION.** Compensation under this Agreement shall be by Amendment to this Agreement for each authorized project. Each Amendment will include a payment schedule for the specific project.
  - i. **Project Management Services (Attachment A):** For Project Management Services provided by DES, the CLIENT AGENCY will pay DES a Project Management Fee for services based on the total project value per Project Management Fees Schedule set forth in Attachment “B”.
  - ii. **Termination Fee:** If the CLIENT AGENCY after authorizing an investment grade audit and Energy Services Proposal, decides not to proceed with an Energy/Utility Conservation project that meets the CLIENT AGENCY’s cost effective criteria, then the CLIENT AGENCY will be charged a Termination Fee per Attachment “B”. The Termination Fee will be based on the estimated Total Project Value outlined in the Energy Audit and Energy Services Proposal prepared by the Energy Services Company (ESCO).
  - iii. **Measurement & Verification Services (Attachment C):** If measurement and verification services beyond the first three years following the Notice of Commencement of Energy Services are requested by the CLIENT AGENCY, and provided by DES under Attachment “C” of this Agreement, the CLIENT AGENCY will pay DES \$2,000.00 annually for each year that monitoring and verification services are provided.
- c. **PAYMENT OF ESCO SERVICES.** Compensation for services provided by the ESCO shall be paid directly to the ESCO by the CLIENT AGENCY, after DES has reviewed, recommended approval, and sent the invoices to the CLIENT AGENCY for payment.

**2c.1 Energy Project Management Fee for the work described in Section 2a. 1 is \$62,500.00. Anticipated billing date for this Amendment is November 1, 2024. Project No. 2023-208**

**2c.2 Measurement and Verification (M&V) Fee for the work described in Section 2a. 2 is included in the project management fee for the first three years. Duration of the**

**M&V period for this Amendment is one years. Anticipated M&V review dates for this Amendment are February 2025, Project No. 2023-208.**

**The new total Agreement value is \$62,500.00.**

Sections d. through e. terms and conditions of the original Agreement remain in full force and effect.

### **3. INVOICES; BILLING.**

- a. **BILLING PROCEDURE.** Energy Program shall submit a single invoice to the CLIENT AGENCY upon **substantial completion** of each authorized project, unless a project specified a Special Billing Condition in the Amendment. **Substantial completion of the project will include the delivery and acceptance of the notice of commencement of energy savings issued by the ESCO.** Each invoice will clearly indicate that it is for the services rendered in performance under this Agreement and shall reflect this Agreement and Amendment number. Energy Program will invoice for any remaining services within 60 days of the expiration or termination of this Agreement.
- b. **PAYMENT PROCEDURE.** The CLIENT AGENCY shall pay all invoices received from the Energy Program within 90 days of receipt of properly executed invoice vouchers. The CLIENT AGENCY shall notify DES in writing if the CLIENT AGENCY cannot pay an invoice within 90 days.
- c. **BILLING DETAIL.** Each invoice submitted to Client Agency by Energy Program shall include information as is necessary for Client Agency to determine the exact nature of all expenditures. At a minimum, the invoice shall reference this Agreement and include the following:
  - The date(s) such services were provided
  - Brief description of the services provided
  - Total invoice amount
- d. **BILLING ADDRESS.** Invoices shall be delivered to Client Agency electronically.

All sections above have been fully amended and are shown in their entirety.

All other terms and conditions of this Agreement remain in full force and effect. The requirements of RCW 39.34.030 are satisfied by the underlying Agreement and are incorporated by reference herein.

Each party signatory hereto, having first had the opportunity to read this Amendment and discuss the same with independent legal counsel, in execution of this document hereby mutually agree to all terms and conditions contained herein, and as incorporated by reference in the original Agreement.



**City of Gig Harbor**

**Department of Enterprise Services  
Energy Program**

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| Title          | Date |
|----------------|------|
| K7993IAAamd1rw |      |

---

|                        |  |
|------------------------|--|
| Kirsten G. Wilson, PE  |  |
| Energy Program Manager |  |

---

| Title | Date |
|-------|------|
|-------|------|

## ATTACHMENT A

### PROJECT MANAGEMENT SERVICES SCOPE OF WORK

#### Energy/Utility Conservation Projects

#### Statewide Energy Performance Contracting Program

Energy Program will provide the following project management services for each specific project for the Client Agency. Each individual project shall be authorized by an amendment to this *Agreement*.

1. Assist the Client Agency in the selection of an Energy Service Company (ESCO) consistent with the requirements of RCW 39.35A for local governments; or 39.35C for state agencies and school districts.
2. Assist in identifying potential energy/utility conservation measures and estimated cost savings.
3. Assist in negotiating scope of work and fee for an ESCO audit of the facility(s).
4. Assist in identifying appropriate project funding sources and assist with obtaining project funding.
5. Assist in negotiating the technical, financial and legal issues associated with ESCO's Energy Services Proposal.
6. Review and recommend approval of ESCO energy/utility audits and Energy Services Proposals.
7. Provide assistance during the design, construction and commissioning processes.
8. Review ESCO invoice voucher(s) received for reasonableness and forward to Client Agency for review and payment.
9. Assist with final project acceptance.
10. Assist in resolution of disputes with the ESCO that arise during this *Agreement*, not to include formal disputes.
11. Review up to the first three years of the ESCO's annual Measurement and Verification (M&V) reports for completeness and accuracy. Review any ESCO guarantee compared to reported results and resolve differences, if needed. Review and forward ESCO invoice vouchers for payment by the Client Agency.

## ATTACHMENT B - Fee Schedule

2023-25 Interagency Reimbursement Costs  
for Project Management Fees to Administer Energy/Utility Conservation Projects

| <u>TOTAL PROJECT VALUE</u>   | <u>PROJECT<br/>MANAGEMENT FEE</u> | <u>TERMINATION</u> |
|------------------------------|-----------------------------------|--------------------|
| 5,000,001.....6,000,000..... | \$68,800.....                     | 25,700             |
| 4,000,001.....5,000,000..... | 67,700.....                       | 25,400             |
| 3,000,001.....4,000,000..... | 66,700.....                       | 25,000             |
| 2,000,001.....3,000,000..... | 62,500.....                       | 23,400             |
| 1,500,001.....2,000,000..... | 58,300.....                       | 21,800             |
| 1,000,001.....1,500,000..... | 51,600.....                       | 19,300             |
| 900,001.....1,000,000.....   | 43,800.....                       | 16,400             |
| 800,001.....900,000.....     | 41,300.....                       | 15,400             |
| 700,001.....800,000.....     | 38,300.....                       | 14,400             |
| 600,001.....700,000.....     | 36,500.....                       | 13,700             |
| 500,001.....600,000.....     | 33,800.....                       | 12,600             |
| 400,001.....500,000.....     | 30,200.....                       | 11,300             |
| 300,001.....400,000.....     | 25,800.....                       | 9,700              |
| 200,001.....300,000.....     | 20,700.....                       | 7,700              |
| 100,001.....200,000.....     | 14,400.....                       | 5,400              |
| 50,001.....100,000.....      | 7,800.....                        | 3,500              |
| 20,001.....50,000.....       | 4,200.....                        | 2,000              |

The project management fee on projects over \$6,000,000 is 1.15% of the project cost. The maximum DES termination fee is \$25,700.

1. These fees cover project management services for energy/utility conservation projects managed by DES's Energy Program.
2. Termination fees cover the selection and project management costs associated with managing the ESCO's investment grade audit and energy service proposal. No termination fee will be charged unless the CLIENT AGENCY decides not to proceed to construction based on an energy services proposal that identifies projects that met the CLIENT AGENCY'S cost effectiveness criteria.
3. If the project meets the CLIENT AGENCY's cost effectiveness criteria and the CLIENT AGENCY decides not to move forward with a project, then the CLIENT AGENCY will be invoiced per Attachment B Termination or \$25,700.00 whichever is less. If the CLIENT AGENCY decides to proceed with the project then the Agreement will be amended per Attachment B for Project Management Fee.
4. If the audit fails to produce a project that meets the CLIENT AGENCY's established Cost Effectiveness Criteria, then there is no cost to the CLIENT AGENCY and no further obligation by the CLIENT AGENCY.

## **ATTACHMENT C – SCOPE OF WORK**

Energy/Utility Conservation Projects

### **MEASUREMENT & VERIFICATION SERVICES**

Statewide Energy Performance Contracting Program

If requested DES will provide the following measurement and verification services following the Notice of Commencement of Energy Savings by the ESCO for the specific Client Agency project:

1. Review the ESCO's annual Measurement and Verification (M&V) report for completeness and accuracy. Review any ESCO guarantee compared to reported results and resolve differences, if needed. Review and recommend approval of any ESCO invoice vouchers for payment by the Client Agency.
2. Where necessary, review Client Agency facility operations including any changes in operating hours, changes in square footage, additional energy consuming equipment and negotiate changes in baseline energy use with the ESCO and the Client Agency that may impact achieved energy savings.
3. Attend a meeting or meetings with the Client Agency and the ESCO to review and discuss the annual M&V report.



**STATE OF WASHINGTON**  
**DEPARTMENT OF ENTERPRISE SERVICES**

*1500 Jefferson St. SE, Olympia, WA 98501  
PO Box 41476, Olympia, WA 98504-1476*

November 29, 2023

TO: Jeff Langhelm, City of Gig Harbor

FROM: Rachel Whitezel, Contracts Specialist, (360) 239-4134

RE: Agreement No. 2023-208 A (1), Amendment No. 1  
M&V Agreement No. 2023-208 B (2)  
Contract No. 2023-208 G (1-1)  
Gig Harbor Civic Center Ph1

IAA No. K7993

MacDonald-Miller Facility Solutions, LLC

SUBJECT: Funding Approval

The Dept. of Enterprise Services (DES), Energy Program, requires funding approval for the above referenced contract documents. The amount required is as follows (see page 2 for funding detail):

|                                                            |                        |
|------------------------------------------------------------|------------------------|
| ESCO Audit                                                 | \$ 63,008.00*          |
| ESCO Professional Services Total                           | \$ 546,461.74          |
| ESCO Measurement and Verification Total                    | \$ 6,534.00            |
| ESCO Construction Total                                    | \$ 1,778,046.27        |
| DES Energy Program Project Management Services Total (IAA) | \$ <u>62,500.00</u>    |
| <b>Total Funding</b>                                       | <b>\$ 2,393,542.01</b> |

**In accordance with the provisions of RCW 43.88, the signature affixed below certifies to the DES Energy Program that the above identified funds are appropriated, allotted or that funding will be obtained from other sources available to the using client/agency. The using/client agency bears the liability for any issues related to the funding for this project**

**\*\*Agency plans to utilize federal funding for this project:**

|                          |                          |
|--------------------------|--------------------------|
| <b>Y</b>                 | <b>N</b>                 |
| <input type="checkbox"/> | <input type="checkbox"/> |

By \_\_\_\_\_  
Name / Title

\_\_\_\_\_  
Date

Please sign and return this form to Contracts. If you have any questions, please call me.

## Funding Approval Detail

### ESCO Professional Services

|                                                                   |           |                   |
|-------------------------------------------------------------------|-----------|-------------------|
| Energy Audit and Energy Services Proposal                         | \$        | 63,008.00         |
| *Audit & Energy Services Proposal from Authorization 23-208 A (1) | \$        | (63,008.00)       |
| Design and Implementation of Energy Conservation Measures         | \$        | 495,652.00        |
| Apprenticeship Incentive                                          | \$        | 1,000.00          |
| Sales Tax (8.9%) (Includes tax on Audit proposal)                 | \$        | 49,809.74         |
| <b>Total</b>                                                      | <b>\$</b> | <b>546,461.74</b> |

### ESCO Measurement and Verification

|                                       |           |                 |
|---------------------------------------|-----------|-----------------|
| First Year Measurement & Verification | \$        | 6,000.00        |
| Sales Tax (8.9%)                      | \$        | 534.00          |
| <b>Total</b>                          | <b>\$</b> | <b>6,534.00</b> |

### ESCO Construction

|                               |           |                     |
|-------------------------------|-----------|---------------------|
| ESCO Contract Amount          | \$        | 1,486,953.00        |
| Sales Tax (8.9%)              | \$        | 132,338.82          |
| Contingency Amount (with Tax) | \$        | 158,754.45          |
| <b>Total</b>                  | <b>\$</b> | <b>1,778,046.26</b> |

### DES Energy Program Project Management Services

|                                                            |           |                  |
|------------------------------------------------------------|-----------|------------------|
| Project Management Fee from IAA No. K7993, Amendment No. 1 | \$        | 62,500.00        |
| <b>Total</b>                                               | <b>\$</b> | <b>62,500.00</b> |

Note: Items and dollar values shown in a lighter color shade have been approved via previous funding authorizations and are shown for informational purposes only.

2023208GcontAamd1Bagrfundrw



# City of Gig Harbor Civic Center

## ENERGY SERVICES PROPOSAL

### ESCO Phase 1

November 14, 2023

DES Audit Agreement # 2023-208 A (1)

#### Prepared For

Jeff Langhelm, P.E.  
Public Works Director  
City of Gig Harbor  
3501 Grandview Street  
Gig Harbor, WA 98332

Amy Kim  
Project Manager  
State of Washington  
Department of Enterprise Services  
PO Box 41401  
Olympia, WA 98504

#### Prepared By

  
**MacDonald-Miller**  
FACILITY SOLUTIONS

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## 1.0 EXECUTIVE SUMMARY

MacDonald-Miller Facilities Solutions is pleased to present the following Energy Services Proposal (ESP) for the City of Gig Harbor Civic Center, ESCO Phase 1. MacDonald-Miller understands that the city is proactively working to address critical facility infrastructure needs, reduce utility consumption and reduce carbon emissions. MacDonald-Miller values the opportunity to collaborate with the city on their efforts.

The City of Gig Harbor hired MacDonald-Miller to conduct a directed Investment Grade Audit (IGA) of the City of Gig Harbor Civic Center. Based on the findings and recommendations of the IGA the City prioritized and planned the implementation of the Energy Efficiency Measures (EEMs) listed in the Project Overview.

This Energy Services Proposal details the findings of the Investment Grade Audit and provides the City of Gig Harbor with the means to implement the recommended Energy Efficiency Measures through an Energy Savings Performance Contract (ESPC). This proposal follows the guidelines outlined in the Energy Services Agreement in place between Washington State Department of Enterprise Services and MacDonald-Miller Facility Solutions.

### Project Overview

Based on the findings of the Investment Grade Audit and direction from The City of Gig Harbor and the DES Energy Program, MacDonald-Miller recommends implementing the following Energy Efficiency Measures:

- EEM-1a – Replace HVAC system(s) with VRF.
- EEM-1b – Upgrade the HVAC controls.

Detailed scopes of work for each of the recommended EEMs are provided in Attachment I.

The following measures were studied in the Investment Grade Audit but were not selected to be implemented at this time:

- EEM-2a – Solar PV Option 1: 204 kW System.
- EEM-2b – Solar PV Option 2: 65kW System.
- EEM-3a – Lighting Option A: Retrofit the existing fixtures with new drivers and TLED's.
- EEM-3b – Lighting Option B: Replace the existing fixtures with new LED fixtures.
- EEM-3c – Lighting Option C: Add RGB to front vestibule up lights.
- EEM-4 – Replace the DHW heaters with heat pump technology.

If the City of Gig Harbor wishes to implement these measures in the future it is recommended to budget the following project costs: EEM-2a \$1,068,895, EEM-2b \$372,349, EEM-3a \$427,950, EEM-3b \$579,358, EEM-3c \$18,528, EEM-4 \$442,296.

### Project Benefits

Implementation of the Energy Efficiency Measures outlined in this ESP will result in the following owner benefits:

- Replaces existing gas fired heating equipment with heat pump technology (Decarbonization)
- Reduces your facilities EUI to 52.5 which is under the Clean Buildings Standard target of 70.6 EUI.
- Reduce annual natural gas consumption by **15,408 therms** per year.
- Provide an estimated avoided utility cost of **\$3,467** per year.
- Reduction of carbon output equivalent to **1.3** metric tons of carbon per year.

### Environmental Benefits

Implementation of this project will reduce the City of Gig Harbor's annual energy consumption as well as have a positive environmental impact. In addition to replacing aging infrastructure and increasing system efficiency the project will reduce CO<sub>2</sub> emissions by 1.3 metric tons of carbon per year, the equivalent of planting 48 trees, or reducing coal consumption by 1,185 tons per year, or displacing the emissions of 433 gallons of gasoline burned per year (reference Attachment VIII).

### Washington State's Clean Building Standard

The Washington State's Clean Building Standard requires buildings greater than 20,000 square feet to report their weather normalized energy usage to the Department of Commerce via Energy Stare Portfolio Manager. Building greater than 50,000 square feet must report their energy usage but must also have their weather normalized energy usage less than the published Target. An Energy Star Portfolio site has been set up for this facility and the Portfolio Manager Property ID number is 21690696 and this site has been shared with the City of Gig Harbor. The Clean Building Standard Target EUI for this facility is 71.6, the current weather normalized EUI is 70.6 and therefore is in compliance with the Clean Building Standard. By implementing the measures recommended in this ESP, the facilities' energy use will be reduced by 30.0 EUI, for a post project energy use of 41.6 EUI.

### Scope of Services

The scope of services under this Energy Services Proposal includes the delivery of design, construction, project management, system documentation, training, Measurement and Verification (M&V), and equipment and workmanship warranty for one year. Although the City of Gig Harbor will operate the equipment and perform comprehensive system maintenance, MacDonald-Miller will provide critical monitoring services to verify the guaranteed energy savings are achieved during the M&V term. A detailed summary of the M&V plan is outlined in Attachment VII.

### Financial Overview

The total project cost including design, construction, project management, documentation, owner training, warranty, M&V, applicable taxes and DES fee, is **\$2,456,550**. A detailed Project Budget Summary is provided in Attachment III. Construction of the selected measures will provide an annual utility and operational cost savings of **\$3,467** based on current utility rates.

### Guarantees

MacDonald-Miller guarantees that the project costs specific to the scopes of work outlined in section 2.0 and Attachment I will not exceed the maximum price of **\$2,197,393**. This price is guaranteed for 60 days from the delivery of the Energy Service Proposal. In addition, MacDonald-Miller guarantees that energy savings associated with the installed systems will meet or exceed the guaranteed energy savings of **(150,526) KWh** of electricity per year and **12,326 therms** of natural gas per year. These guaranteed energy savings are summarized in Attachment VI.

### Preliminary Project Schedule

MacDonald-Miller understands that delivering a highly successful and timely project is critical to the City of Gig Harbor. A Preliminary Project Schedule is provided in Attachment V and outlines major project tasks and milestones. Once a contract has been completed MacDonald-Miller will work with the City of Gig Harbor to develop a detailed design and construction schedule.

## **Conclusion**

MacDonald-Miller values the opportunity to support the goals of the City of Gig Harbor to reduce utility consumption and the environmental impacts of operating their facilities, while also reducing facility operating, and maintenance costs. The implementation of the recommended measures will improve system performance and provide the City of Gig Harbor with the means to construct projects in a fast and cost-effective manner. This project aligns with the City of Gig Harbor goals by reducing utility consumption, addressing aging infrastructure and improving system reliability, and performance. MacDonald-Miller looks forward to collaborating with the City of Gig Harbor and the DES Energy Program to deliver a highly successful project.

## **2.0 SCOPE OF WORK**

MacDonald-Miller Facility Solutions (MMFS) has included the following range of ESCO services as part of this proposal. This section defines the general ESCO services that will be performed to achieve the guaranteed energy savings.

A detailed scope of work for each of the EEMs is located in Attachment I and the proposed construction schedule is shown in Attachment V.

### **Design Services**

Provide the engineering and design services as necessary to enable us to gather competitive bids (if requested), obtain all necessary permits, issue construction drawings, and provide the necessary construction support to ensure a successful project.

### **Construction Services**

MacDonald-Miller will either self-perform or sub-contract as appropriate, all portions of the proposed project including all materials, supervision, labor, equipment bonds, and insurance required. The Customer shall use its best efforts to assist MMFS in obtaining all necessary permits and approvals for installation of the equipment and systems as defined in the project scope.

### **Construction Management**

A project manager responsible for ensuring coordination between the affected parties to ensure the project is on time, on budget and exceeding customer expectations.

### **Documentation and Training**

Provide the documentation necessary for maintenance and operation of all new systems and equipment installed per the project scope. In addition to Customer orientation throughout the project life cycle, we will provide a minimum of two hours dedicated training on the operation of the new equipment.

### **Hazardous Waste**

Ordinary hazardous materials generated by MMFS in pursuing the Work, such as used motor oils, lubricants, cleaners, etc. shall be disposed of according to the Contract Documents and according to local, State and Federal law.

If during the course of the Work, MMFS unexpectedly encounters materials that it believes may be hazardous material, MMFS will immediately stop work on this activity and notify the Customer. And, to the extent MMFS believes the encounter may entitle it to an adjustment in the Contract Time or Contract Sum, shall provide timely notice thereof.

The customer is solely responsible for and will retain title to all hazardous material that is on the Project Site as of MMFS Construction Contract Notice to Proceed date and encountered during demolition, removal, and excavation. Customer will be identified as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-MMFS generated hazardous wastes. The customer agrees and acknowledges that it has not relied upon or employed MMFS to analyze or identify the presence of any hazardous substance on the Customer's premises. Nothing contained within the Contract Documents shall be construed or interpreted as requiring MMFS to assume the status of Customer of generator of hazardous wastes for non-MMFS generated hazardous wastes.

**Warranty**

As with all projects, MacDonald-Miller warranties our workmanship and equipment for one year. Equipment warranties will be honored based on the manufacturers' warranty period. MacDonald-Miller will work on the Customer's behalf to ensure that extended equipment warranties are honored by the manufacturers when they extend beyond MacDonald-Miller's typical one-year warranty obligation.

**Utility Incentives**

MacDonald-Miller with the assistance of the Customer will attempt to obtain both utility incentives and grants as applicable for the scope of the proposed energy conservation project. Incentives are contingent on final approval by each granting agency and are not guaranteed.

**Equipment Maintenance**

Customer will perform comprehensive system maintenance and check system performance in accordance with a program of standard routines as determined by all product manufacturer's recommendations, equipment application, and industry standards.

**Schedules**

Customer will maintain and update occupancy schedules and temperature set points to match the occupancy schedule of the facility.

### 3.0 ENERGY SAVINGS GUARANTEE POLICIES AND PROCEDURES

The Energy Savings Guarantee Summary for the proposed EEMs are in Attachment VI and the Measure and Verification plan is in Attachment VII

#### **Energy and Savings Guarantee Policies and Procedures Overview**

MacDonald-Miller Facility Services (MMFS) will guarantee any portion of a project over which it has direct control. Where we do not have direct control (such as occupancy schedules and lighting lamp burn hours), we are prepared to collaborate with the Customer to devise a method of Measurement and Verification, which will provide a high degree of assurance that the calculated energy savings are realized.

Performance Assurance will consist of specific reporting tasks that MMFS will perform to verify that the systems are performing as specified. The intent of the verification is to measure and verify indicators on which the savings are based. Once these indicators are measured and verified to be in accordance with the proposed criteria, the savings due to the performance of the equipment or measure are deemed to be met.

MMFS will guarantee energy consumption savings, not energy cost savings. Prevailing utility rates, adjustments based on weather conditions, and changes in use corrections are used to calculate avoided costs based on the established baseline. The guaranteed savings are based on the total project, not on a measure-by-measure basis.

#### **Remedies When Actual Savings Are Lower Than Estimates**

MMFS takes responsibility to remedy any shortfalls by correcting system performance or making a monetary payment. Any shortfall in savings will be identified by our measurement and verification program. The root cause of the shortfall will be identified, and corrective action taken. If efforts are not successful and an annual energy shortfall occurs, MMFS will pay the Customer the difference.

#### **Length of the Savings Guarantees**

MMFS understands facility uses change, occupancy fluctuates, equipment operation degrades, and preventive maintenance priorities may shift over the savings lifetime for the project. As such, adjustments to the baselines must be made. One year of guarantees and Measurement and Verification services will be provided as part of the proposal. If the Customer wishes to purchase additional years of monitoring the building performance, MMFS will continue to guarantee the performance of the measures as long as the Customer continues to maintain and operate the facility as recommended.

#### **Reporting**

MMFS conforms to the International Performance Measurement and Verification Protocol (IPMVP). The proposed Measurement & Verification (M&V) plan is published in Attachment VII. The M&V plan identifies the IPMVP option that will be used to validate savings as well as length of trending durations. At a minimum, a post project M&V report will be performed to confirm that all trends are set up and the installed equipment are operating as intended. One year after the commencement of energy savings is issued, the 1-year M&V report will also be issued. The 1-year M&V report will verify that the measures are still operating as intended and the guaranteed savings have been realized.

There shall be no cost savings split between the Customer and MacDonald-Miller.

Adjustments in avoided energy consumption will be made based on the following variables:

- Annual heating and cooling degree days.
- Facility operating baseline hours.
- Changes in occupancy levels, building use and Customer installed equipment.

Identified operating anomalies will be reported by MMFS to DES and the Customer. Any mutually agreed adjustments to the base year energy profile will be noted and incorporated into the Utility Report Card. Adjustments are typically due to measurable changes in space utilization that result in Energy Use Intensity (EUI) variances of 2% or greater. With typical government facilities, the changes can often be attributed to increases in occupancy and scheduled utilization of the building versus the baseline year.

Areas of high energy intensity such as data centers, server rooms or process loads that consume 2% or greater of the respective utility's monthly usage will need to be quantified via an engineering analysis or sub-metered. If the Customer desires a US EPA Energy Star Rating (ESR) certification, any high-energy use, internet-technology (IT) spaces will require electrical sub-metering.

**Comfort conditions that will be maintained at the facility.**

When making modifications to or installing new systems, the following standards of comfort for the Customer will be as follows (as applicable to the ECM(s) being provided), unless otherwise negotiated:

1. Indoor occupied temperatures:
  - a. Winter minimum – 70 degrees F
  - b. Winter maximum – 74 degrees F
  - c. Summer minimum – 72 degrees F (where mechanical cooling is employed)
  - d. Summer maximum – 78 degrees F (where mechanical cooling is employed)
2. Indoor unoccupied temperatures:
  - a. Minimum – 55 degrees F
  - b. Maximum – 85 degrees F (where mechanical cooling is employed)
  - c. Relative humidity (where humidity control is provided)
    - i. Minimum – 40%
    - ii. Maximum – 60%
  - d. Minimum outside air per occupant shall be in accordance with American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE) standards and Washington State Ventilation and Indoor Air Quality Code.
  - e. Illumination levels shall be as recommended by the Illuminating Engineer's Society of North America (IESNA). Design calculations shall be made for each space, using an 80% lamp depreciation/maintenance factor. Average illumination levels shall be checked in each space after 100 operating hours. Average illumination shall not be less than 12.5% above the design level. For primary and secondary schools, illumination will also meet 1997 WAC 246-366-120 lighting requirements.

## 4.0 PROJECT ACCOUNTING

MMFS will provide a guaranteed maximum price (GMAX) as part of the Energy Services Proposal agreement. This price includes the inherent risks of project execution based on the defined scope of work as identified in Section 2. In situations where we are directed to make changes to the scope of work, the associated impacts, additive and deductive, will be discussed and resolved in an open-book manner.

This proposal is inclusive of permits, inspection fees, testing and design services.

### **Items Included in the total project costs:**

- Auditing work including preparation of this proposal.
- All costs incurred performing the scope of work as listed in Section 2.0.
- Cost of all equipment, materials, supplies and equipment incorporated into the work.
- Project Management.
- Minor expenses as necessary to coordinate work including mail services and communication.
- Labor Burdens, Fees and OH&P.
- Washington State Sales Tax.

A detailed Project Budget Summary is included in Attachment III that shows all applicable costs and fees.

### **Contingencies**

Construction contingencies have been included for these projects budgets and are specifically identified in the Project Budgeting Summary sheet found in Attachment III. MMFS is authorized to expend the contingencies on items necessary to complete the original scope of the project pending review by the Customer and Department of Enterprise Services. The intent of the contingency is for ESCO requested changes, unforeseen conditions, latent changes or Customer directed changes from what was originally estimated and scoped by the ESCO.

For this project, a contingency of 10% has been used.

### **Reconciliation of Labor and Material costs**

The costs of labor and material associated with the construction of the project (Section A of the Project Budget Summary) shall be reconciled at the conclusion of the project. Professional services, OH&P and indicated fees (Section B and ESCO M&V Costs of the Project Budget Summary) are firm and are not reconciled. If at the end of reconciling the project costs, the cost is less than the guarantee, the Customer will only pay the reconciled cost. If the reconciled cost is greater than the Guaranteed price, the Customer will only be billed the Guaranteed price.

The guaranteed maximum cost is based on the total project, not on a measure-by-measure basis.

## 5.0 GENERAL CONSTRUCTION TERMS

This proposal is per the terms of the Main Energy Services Agreement No.: 2021-121 G (7) dated June 14<sup>th</sup>, 2021.

### **Equipment**

MMFS shall design, engineer, procure, and install the energy efficiency equipment ("Equipment") as described and specified in Section 2.0 Scopes of Work. Equipment shall be installed in Customer's facilities.

### **Customer Payment Obligations**

MMFS intends to submit monthly progress invoices during the construction cycle. Progress billings will be submitted and include a "Schedule of Values" for the work covered by each billing if applicable. Final payment shall be due after completion and execution of the Notice of Commencement of Energy Cost Savings and Substantial Completion by the Customer.

### **Equipment Installation**

MMFS shall be responsible for, and Customer shall use its best efforts to assist MMFS in, obtaining all necessary permits and approvals for installation of the Equipment. MMFS shall coordinate the installation with Customer to minimize any disruption of Customer's operations. MMFS will not, however, be responsible or liable for any planned or scheduled disruption to Customer's operations unless caused by the MMFS's negligence.

Customer shall not alter, move, add to, or modify the Equipment without the prior written consent of MMFS. Any material, unapproved alterations, additions, and/or modifications to the Equipment will void the Energy Savings Guarantee. Any unforeseen site conditions shall be managed via a change order to this Agreement.

MMFS shall present to the Department of Enterprise Services (DES) and the Customer a Notice of Substantial completion and Notice of Commencement of Energy savings.

Section 2.0 and Attachment I provides a scope of work narrative for the project. Prior to beginning construction, MMFS will provide a milestone schedule for DES and Customer's review. MMFS will provide to DES and Customer interim construction progress reports as construction milestones are achieved.

### **Access**

Customer shall provide mutually satisfactory rent-free space for the installation and operation of the Equipment in the Facilities. MMFS shall coordinate with the Customer for mutually agreeable times for the installation and repair of Equipment in the Facilities and the Customer shall provide free and full access to the Facilities to MMFS and its subcontractors and agents during normal business hours and other reasonable hours as requested to install, inspect, adjust, repair, and maintain the Equipment. Customer shall be responsible for providing clear access to all equipment or areas that will be affected by the project.

### **Apprenticeship Participation**

Pursuant to any and all applicable state and federal requirements, 15% apprenticeship participation for projects where the estimated total construction cost will be one million dollars or more is required. An ESCO or subcontractor may not be required to exceed the 15% requirement.

## 6.0 DIVERSE BUSINESS PARTICIPATION GOALS FOR THIS PROJECT

MacDonald-Miller has established the following diverse business participation goals for this project.

MacDonald-Miller will not be able to meet the original diverse business participation goals for the following reasons:

- MacDonald-Miller will be providing all professional services and there will be no subcontractors used for the Audit, Design, or Construction Management.
- Costs associated with utilizing diverse businesses for the selected measures increased the construction cost beyond the Customers budget.
- Attempts will be made to utilize diverse businesses as shown below once individual tasks are solicited for subcontracted work. This includes clean up and disposal.

| Diverse Business Participation Goals |                              |                    |                             |
|--------------------------------------|------------------------------|--------------------|-----------------------------|
| For this Project                     |                              |                    |                             |
| State Certification Categories       | % from the Amendment to MESA | % for Construction | % for Professional Services |
| Minority-Owned business              | 10%                          | 0%                 | 0%                          |
| Women-Owned business                 | 6%                           | 0%                 | 0%                          |
| Veteran-Owned business               | 5%                           | 0%                 | 0%                          |
| Small/mini/micro business            | 5%                           | 0%                 | 0%                          |

# ATTACHMENT I

## Detailed Scope of Work

## **EEM-1a: REPLACE HVAC SYSTEM(S) WITH VRF TECHNOLOGY**

### **SCOPE OF WORK**

This measure modifies and/or replaces the five (5) existing multi-zone air handling units (MZU's) with VRF technology.

#### **MZU-1**

- Demo and remove the existing gas fired heating section and associated gas piping.
- Demo and remove the existing direct expansion (DX) cooling coil, associated refrigeration piping, and condensing unit (CU-1).
- Demo and remove the zone damper section and front half of the air handling unit.
- Re-build discharge plenum to accommodate new coils.
- Provide and install seven (7) new VRF heat pump coils.
- Provide and install associated refrigeration piping and service valves for the coils.
- Provide and install new condensing unit, associated refrigeration piping, and electrical.
- Provide and install new condensate pump(s), associated condenser water piping, and electrical.
- Provide start-up and TAB for new system.

#### **MZU-2**

- Demo and remove MZU-2 in its entirety.
- Demo and remove existing condensing unit CU-2, associated refrigeration piping, and electrical.
- Provide and install five (5) dedicated air handling units to serve the existing zones.
- Provide and install ductwork, refrigeration piping, and electrical to accommodate the new air handling units.
- Provide and install new condensing unit, associated refrigeration piping, and electrical.
- Provide and install new condensate pump(s), associated condenser water piping, and electrical.
- Provide start-up and TAB for new system.

#### **MZU-3**

- Demo and remove the existing gas fired heating section and associated gas piping.
- Demo and remove the existing direct expansion (DX) cooling coil, associated piping, and condensing unit (CU-3).
- Provide and install eleven (11) new VRF heat pump coils, associated refrigeration piping, and service valves.
- Add or modify the existing ductwork to accommodate the new coils.
- Provide and install new condensing unit, associated refrigerant piping, and electrical.
- Provide and install new condensate pump(s), associated condenser water piping, and electrical.
- Provide start-up and TAB for new system.

**MZU-4**

- Demo and remove the existing gas fired heating section and associated gas piping.
- Demo and remove the existing direct expansion (DX) cooling coil, associated refrigeration piping, and condensing unit (CU-4).
- Provide and install two (2) new VRF heat pump coils, associated refrigeration piping, and service valves.
- Add or modify the existing ductwork to accommodate the new coils.
- Provide and install new condensing unit, associated refrigerant piping, and electrical.
- Provide and install new condensate pump(s), associated condenser water piping, and electrical.
- Provide start-up and TAB for new system.

**MZU-5**

- Demo and remove the existing gas fired heating section.
- Demo and remove the existing direct expansion (DX) cooling coil and associated condensing unit.
- Provide and install three (3) new VRF heat pump coils, associated refrigeration piping, and service valves.
- Add or modify the existing ductwork to accommodate the new coils.
- Provide and install new condensing unit, associated refrigerant piping, and electrical.
- Provide and install new condensate pump(s), associated condenser water piping, and electrical.
- Provide start-up and TAB for new system.

**CLARIFICATIONS/EXCLUSIONS**

- All other work will be performed during normal working hours.
- The customer will provide adequate parking in proximity to the designated working areas.
- Moving of or clearing out furnishings or stored items from the mechanical room will be performed by City of Gig Harbor staff.
- Customer has first right of refusal for any of the existing equipment that is being demoed and removed.
- The buildings heating and cooling system will be off while these units are modified or replaced. Temporary heating or cooling is not included. To minimize the need for heating or cooling during construction, a detailed schedule will be coordinated with the City of Gig Harbor and optimized to take advantage of the seasonal weather.
- Excludes existing non-code compliance issues not necessary to complete the proposed scope of work (None expected).

## **EEM-1b: UPGRADE THE HVAC CONTROLS (HONEYWELL)**

### **DETAILED SCOPE OF WORK**

This measure replaces the existing obsolete Alerton control system with a new state-of-the-art Honeywell N4 Tridium Building Management System (BMS). This upgrade includes controls that will provide the City with a non-proprietary, open source, vendor neutral system that can be accessed through a web-base, user friendly graphic interface to monitor and adjust building setpoints and conditions.

This project includes specified controls, control wiring, graphics package, software, programming, submittals, engineering, as-built documentation, and customer training and warranty.

#### **Honeywell JACE**

- Remove existing Alerton BTI controllers.
- Provide, install, and program new Honeywell N4 WEB-8100 JACE.
- JACE to include an 18-month service maintenance agreement (SMA) to ensure that the software revisions are up to date throughout the SMA period.
- Provide and program user-friendly graphic interface.
- Pricing assumes re-use of existing enclosures.
- Provide and install new workstation computer.
- New JACE will be programmed with sequences, schedules, and equipment I/O points.
- Perform functional testing of JACE.

#### **VRF Air Handling Units (AHU's) and Built-up Multi-zone Air Handling Units (MZU's)**

- Demo all the existing Alerton Controllers.
- Provide, install, and program five (5) Honeywell CIPer 30 controllers with five (5) I/O expansion modules.
- Provide and install high-speed BACnet IP communication wiring from JACE to all five (5) Honeywell CIPer 30 controllers.
- Provide and install new outside air, return air, mixed air, and discharge air temperature sensors.
- Provide and install electronic control damper actuators for the outside air, return air, and relief air dampers.
- Provide and install new CO2 sensor for demand control ventilation.
- Provide and install new differential pressure sensors for the filter banks.
- Pricing assumes re-use of the existing enclosures.

#### **Exhaust Fans (9), Domestic Water Heaters (3) and associated Circulating Pumps (3)**

- Demo all the existing Alerton Controllers.
- Provide, install, and program five (5) Honeywell Optimizer Unitary controllers to include IO points for:
  - EF's: 1-2, 1-3, 2-1, 2-2, 2-4, 3-1, 3-2, 4-1, and 4-2.
  - Domestic Water Heater: 1-1, 2-1, and 4-1.
  - Circulating Pumps: 1-1, 2-1, and 4-1.
- Provide and install high-speed BACnet IP communication wiring from the JACE to all five (5) Honeywell Optimizer Unitary controllers.

#### **Radiant Panels (15)**

- Run BACnet communication wiring to all fifteen (15) radiant panels and install BACnet RIB relays so status and enable points can be monitored from the new front-end workstation computer.

## CLARIFICATIONS/EXCLUSIONS

- Includes 4 hours of owner training.
- Includes 1 year warranty.
- All other work will be performed during normal working hours (M-F).
- The customer will provide adequate parking in proximity to the designated working areas.
- Moving of or clearing out furnishings or stored items from the mechanical room will be performed by City of Gig Harbor staff.
- Customer has first right of refusal for any of the existing equipment that is being demoed and removed.
- Pricing assumes IP drop(s) to be provided by the custom. This effort will be coordinated with the City's IT staff during the initial project kick-off meeting.
- Excludes existing non-code compliance issues not necessary to complete the proposed scope of work (None expected).

# ATTACHMENT II

## Project Financials

## Project Financials

**Client:** Gig Harbor

**Date:** 11/14/2023

**Project:** Gig Harbor Civic Center

ROM Review

| Energy Conservation Measure |                                                                                    | Budget Summary      | Cost Savings                   |                                    | Measure Incentives           |                      | Payback Summary    |                                 |
|-----------------------------|------------------------------------------------------------------------------------|---------------------|--------------------------------|------------------------------------|------------------------------|----------------------|--------------------|---------------------------------|
| ECM #                       | Measure Description                                                                | Construction Budget | Annual Energy Cost Savings (1) | Annual Non-Energy Cost Savings (2) | Estimated Utility Rebate (3) | Estimated DOC Grants | Simply Payback (4) | Simple Return on Investment (5) |
|                             |                                                                                    | \$                  | \$                             | \$                                 | \$                           | \$                   | Yrs                | %                               |
| EEM-1(a)                    | Replace HVAC system(S) with VRF Technology - Includes savings from controls.       | \$2,136,942         | -\$34                          | \$0                                | \$82,000                     | \$0                  | N/A                | N/A                             |
| EEM-1(b)                    | Upgrade the HVAC controls (Honeywell) - Savings included in EEM-1(a).              | \$319,608           | \$0                            | \$0                                | \$0                          | \$0                  | N/A                | N/A                             |
| <del>EEM-2(a)</del>         | <del>Solar - Option 1: 204 kW system</del>                                         | <del>\$0</del>      | <del>\$0</del>                 | <del>\$0</del>                     | <del>\$0</del>               | <del>\$0</del>       | <del>0.0</del>     | <del>0.0%</del>                 |
| <del>EEM-2(b)</del>         | <del>Solar - Option 2: 65 kW system</del>                                          | <del>\$0</del>      | <del>\$0</del>                 | <del>\$0</del>                     | <del>\$0</del>               | <del>\$0</del>       | <del>0.0</del>     | <del>0.0%</del>                 |
| <del>EEM-3(a)</del>         | <del>Lighting A - Retrofit the existing fixtures with new drivers and TLED's</del> | <del>\$0</del>      | <del>\$0</del>                 | <del>\$0</del>                     | <del>\$0</del>               | <del>\$0</del>       | <del>0.0</del>     | <del>0.0%</del>                 |
| <del>EEM-3(b)</del>         | <del>Lighting B - Replace the existing fixtures with new LED fixtures.</del>       | <del>\$0</del>      | <del>\$0</del>                 | <del>\$0</del>                     | <del>\$0</del>               | <del>\$0</del>       | <del>0.0</del>     | <del>0.0%</del>                 |
| <del>EEM-3(c)</del>         | <del>Lighting C - Add RGB to the front up lights in vestibule.</del>               | <del>\$0</del>      | <del>\$0</del>                 | <del>\$0</del>                     | <del>\$0</del>               | <del>\$0</del>       | <del>0.0</del>     | <del>0.0%</del>                 |
| EEM-4                       | Replace DHW with Heat Pump Tech                                                    | \$0                 | \$0                            | \$0                                | \$0                          | \$0                  | 0.0                | 0.0%                            |
| TOTALS                      |                                                                                    | \$2,456,550         | -\$34                          | \$0                                | \$82,000                     | \$0                  | N/A                | N/A                             |

**NOTES:**

1. Energy cost savings are calculated based on the Guaranteed Utility Savings multiplied by current utility rates.
2. Non-energy cost benefits are realized through avoided maintenance, reduced water costs, or other cost savings.
3. Utility rebates have been reviewed by the utility but are contingent on utility funding and final approval.
4. Payback refers to the amount of time (years) required to recover the cost of an investment, or to reach an investments break-even point.
5. Return on Investment (ROI) measures the amount of return on a given investment, relative to the investments cost.

**ATTACHMENT III**

**Project Budget Summary**

## Project Budget Summary

|                                                                              |                                                                                    |                         |
|------------------------------------------------------------------------------|------------------------------------------------------------------------------------|-------------------------|
| <b>Client: Gig Harbor</b>                                                    |                                                                                    | <b>Date: 11/14/2023</b> |
| <b>Project: Gig Harbor Civic Center</b>                                      |                                                                                    | <b>ROM Review</b>       |
| <b>A. CONSTRUCTION BUDGET</b>                                                |                                                                                    | <b>Total</b>            |
| EEM-1(a)                                                                     | Replace HVAC system(S) with VRF Technology - Includes savings from controls.       | \$ 1,268,131            |
| EEM-1(b)                                                                     | Upgrade the HVAC controls (Honeywell) - Savings included in EEM-1(a).              | \$ 189,666              |
| EEM-2(a)                                                                     | <del>Solar - Option 1: 204 kW system</del>                                         | <del>\$ _____</del>     |
| EEM-2(b)                                                                     | <del>Solar - Option 2: 65 kW system</del>                                          | <del>\$ _____</del>     |
| EEM-3(a)                                                                     | <del>Lighting A - Retrofit the existing fixtures with new drivers and TLED's</del> | <del>\$ _____</del>     |
| EEM-3(b)                                                                     | <del>Lighting B - Replace the existing fixtures with new LED fixtures.</del>       | <del>\$ _____</del>     |
| EEM-3(c)                                                                     | <del>Lighting C - Add RGB to the front up lights in vestibule.</del>               | <del>\$ _____</del>     |
| EEM-4                                                                        | Replace DHW with Heat Pump Tech                                                    | \$ _____                |
| <b>SUBTOTAL LABOR AND MATERIALS BUDGET</b>                                   |                                                                                    | <b>\$ 1,457,797</b>     |
| Construction Bond 2.0%                                                       |                                                                                    | \$ 29,156               |
| <b>TOTAL CONSTRUCTION BUDGET</b>                                             |                                                                                    | <b>\$ 1,486,953</b>     |
| <b>B. ESCO FEES</b>                                                          |                                                                                    |                         |
| Audit Fee                                                                    |                                                                                    | \$ 63,008               |
| Design 10.0%                                                                 |                                                                                    | \$ 145,780              |
| Project Management 6.0%                                                      |                                                                                    | \$ 87,468               |
| Overhead 10.0%                                                               |                                                                                    | \$ 145,780              |
| Profit 8.0%                                                                  |                                                                                    | \$ 116,624              |
| <b>TOTAL ESCO FEES</b>                                                       |                                                                                    | <b>\$ 558,660</b>       |
| <b>C. OTHER BUDGET</b>                                                       |                                                                                    |                         |
| Owner Project Contingency 10.0%                                              |                                                                                    | \$ 145,780              |
| ESCO M&V Cost (Year 1)                                                       |                                                                                    | \$ 6,000                |
| <b>TOTAL OTHER BUDGET</b>                                                    |                                                                                    | <b>\$ 151,780</b>       |
| <b>D. TOTAL GUARANTEED CONSTRUCTION &amp; ESCO SERVICES (Gmax)</b>           |                                                                                    | <b>\$ 2,197,393</b>     |
| <b>E. NON-GUARANTEED BUDGET</b>                                              |                                                                                    |                         |
| Sales Tax 8.9%                                                               |                                                                                    | \$ 195,568              |
| DES Admin. Fee                                                               |                                                                                    | \$ 62,500               |
| Apprentice Incentive (Construction projects over \$1,000,000) - Includes Tax |                                                                                    | \$ 1,089                |
| <b>TOTAL NON GUARANTEED BUDGET</b>                                           |                                                                                    | <b>\$ 259,157</b>       |
| <b>F. TOTAL PROJECT BUDGET</b>                                               |                                                                                    | <b>\$ 2,456,550</b>     |
| Utility Incentives Estimate                                                  |                                                                                    | \$ 82,000               |
| <b>NET PROJECT BUDGET</b>                                                    |                                                                                    | <b>\$ 2,373,461</b>     |
| Notes:                                                                       |                                                                                    |                         |

**ATTACHMENT IV**

**Cash Flow Analysis**

**Non-applicable – No financing has been requested.**

# ATTACHMENT V

## Preliminary Construction Schedule

## Preliminary Construction Schedule

| Task Name                    | Date                     |
|------------------------------|--------------------------|
| ESP Proposal Delivery        | 11/14/2023               |
| ESP Contracted & NTP         | 1/4/2024                 |
| Design and Permitting        | 1/11/2024 thru 4/30/2024 |
| Site Mobilization            | 5/6/2024                 |
| Construction Activities      | 5/6/2024 thru 9/20/2024  |
| Punchlist Items              | 9/23/2024                |
| Substantial Completion & TCO | 10/4/2024                |
| Owner Turnover               | 10/7/2024                |
| Owner Training               | 10/14/2024               |
| Project Closeout             | 10/28/2024               |

Total number of days for Construction 298 Days

# ATTACHMENT VI

## Energy Savings Guarantee Summary

## Energy Savings Guarantee Summary

**Client:** Gig Harbor

**Date:** 11/14/2023

**Project:** Gig Harbor Civic Center

ROM Review

| Energy Conservation Measure |                                                                                    | Multiplier                   | Annual Electrical Savings      |                                     |                                            | Annual Gas Savings              |                                     |
|-----------------------------|------------------------------------------------------------------------------------|------------------------------|--------------------------------|-------------------------------------|--------------------------------------------|---------------------------------|-------------------------------------|
| ECM<br>#                    | Measure Description                                                                | Guarantee<br>Multiplier<br>% | Demand<br>Savings<br>(1)<br>kW | Electrical<br>Savings<br>(1)<br>kWh | Electrical<br>Cost<br>Savings<br>(2)<br>\$ | Gas<br>Savings<br>(1)<br>Therms | Gas<br>Cost<br>Savings<br>(2)<br>\$ |
| EEM-1(a)                    | Replace HVAC system(S) with VRF Technology - Includes savings from controls.       | 80%                          | 0                              | -150,526                            | (\$7,797)                                  | 12,326                          | \$ 7,764                            |
| EEM-1(b)                    | Upgrade the HVAC controls (Honeywell) - Savings included in EEM-1(a).              | 80%                          | 0                              | 0                                   | \$0                                        | 0                               | \$ -                                |
| <del>EEM-2(a)</del>         | <del>Solar - Option 1: 204 kW system</del>                                         | 80%                          | 0                              | 0                                   | \$0-                                       | 0                               | \$ -                                |
| <del>EEM-2(b)</del>         | <del>Solar - Option 2: 65 kW system</del>                                          | 80%                          | 0                              | 0                                   | \$0-                                       | 0                               | \$ -                                |
| <del>EEM-3(a)</del>         | <del>Lighting A - Retrofit the existing fixtures with new drivers and TLED's</del> | 80%                          | 0                              | 0                                   | \$0-                                       | 0                               | \$ -                                |
| <del>EEM-3(b)</del>         | <del>Lighting B - Replace the existing fixtures with new LED fixtures.</del>       | 80%                          | 0                              | 0                                   | \$0-                                       | 0                               | \$ -                                |
| <del>EEM-3(c)</del>         | <del>Lighting C - Add RGB to the front up lights in vestibule.</del>               | 80%                          | 0                              | 0                                   | \$0-                                       | 0                               | \$ -                                |
| <del>EEM-4</del>            | <del>Replace DHW with Heat Pump Tech</del>                                         | 80%                          | 0                              | 0                                   | \$0-                                       | 0                               | \$ -                                |
| TOTALS                      |                                                                                    | 80%                          | 0                              | -150,526                            | (\$7,797)                                  | 12,326                          | \$7,764                             |

**NOTES:**

1. Annual energy savings are based on the calculated savings multiplied by the guarantee multiplier.
2. Annual cost savings are calculated based on the current utility rates. See Utility Rates Summary table.

# ATTACHMENT VII

## Measurement and Verification Plan

## Measurement and Verification Plan

IPMVP method A as outlined on the following M&V plan. This plan identifies the items that will be trended or/or measured and for what duration.

| Measurement and Verification Plan |                                                                              |              |   |   |                         |                                                  |                                                                                                     |                                                                 |                                       |                   |
|-----------------------------------|------------------------------------------------------------------------------|--------------|---|---|-------------------------|--------------------------------------------------|-----------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|---------------------------------------|-------------------|
| Measure Number                    | Measure Name/<br>Calculation Method                                          | IPMVP Option |   |   |                         | Key Performance Indicators                       | Baseline Condition                                                                                  | Proposed Condition                                              | Measurement                           | Trending Duration |
|                                   |                                                                              | A            | B | C | D                       |                                                  |                                                                                                     |                                                                 |                                       |                   |
| EEM-1(a)                          | Replace HVAC system(S) with VRF Technology - Includes savings from controls. | x            |   |   |                         | Building/<br>Equipment<br>Operating<br>Schedules | Non-Event Occupied 7:00 - 18:00                                                                     | Same as Baseline                                                | DDC Occupancy and Equipment Schedules | N/A               |
|                                   |                                                                              |              |   |   |                         | Temperature Setpoints                            | Cooling Occupied 72°F<br>Heating Occupied 70°F<br>Cooling Unoccupied 85°F<br>Heating Unoccupied 55F | Same as Baseline                                                | DDC Occupancy Setpoints               | N/A               |
|                                   |                                                                              |              |   |   | Outside Air Temperature | TMY Weather Data                                 | TMY Weather Data                                                                                    | National Oceanic and Atmospheric Administration (NOAA) Database | One Year of Data                      |                   |
|                                   |                                                                              |              |   |   | HVAC Efficiency         | Cooling 9 EER<br>Heating 80%                     | Cooling 10.7 EER<br>Heating 3.23 COP                                                                | Nameplate data and Published Equipment Data                     | N/A                                   |                   |

# APPENDIX I

## Investment Grade Audit

## UPCOMING GIG HARBOR CITY MEETINGS

**ALL AGENDA ITEMS TENTATIVE – SUBJECT TO CHANGE**

Please see the meeting agenda for specific details on how to attend: <https://www.gigharborwa.gov/811/Agendas-Minutes>

| Day      | Date           | Time          | Group                          | Agenda Items                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|----------|----------------|---------------|--------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>M</b> | <b>Dec. 11</b> | <b>5:30pm</b> | <b>City Council</b>            | See Agenda                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| W        | Dec. 13        | 10:00am       | Arts Commission                | <ul style="list-style-type: none"> <li>• Election of Vice Chair</li> <li>• Creative Endeavors Grant Update</li> <li>• Commission Meeting Schedule</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| TH       | Dec. 14        | 12:00pm       | Lodging Tax Advisory Committee | CANCELLED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| TH       | Dec. 14        | 3:00pm        | City Council Study Session     | <ul style="list-style-type: none"> <li>• Traffic Speed Data</li> <li>• End of Year Report</li> <li>• CIP Story Map and Project Schedule Review</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| TH       | Dec. 14        | 5:30pm        | Design Review Board            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| TH       | Dec. 21        | 5:30pm        | Planning Commission            | Ordinance 1516                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>M</b> | <b>Dec. 25</b> | <b>5:30pm</b> | <b>City Council</b>            | <b>NO MEETING</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| TH       | Dec. 28        | 5:30pm        | Design Review Board            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| W        | Jan. 3         | 5:30pm        | Parks Commission               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| TH       | Jan. 4         | 5:30pm        | Planning Commission            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>M</b> | <b>Jan. 8</b>  | <b>5:30pm</b> | <b>City Council</b>            | <b>Presentations:</b> <ul style="list-style-type: none"> <li>• Tacoma Community College Update</li> <li>• Recognition of Retirement – Debra Yerry-Eason</li> </ul> <b>Consent Agenda:</b> <ul style="list-style-type: none"> <li>• Peacock Hill Half-Street Improvements Design Professional Services Contract</li> <li>• Wollochet Drive/Wagner Way Intersection Improvements – TIB Grant Authorization</li> <li>• Burnham Drive Half-Width Roadway Improvements Phase 1A – TIB Grant Authorization</li> </ul> <b>Business Items:</b> <ul style="list-style-type: none"> <li>• Amendments to the Harbor Hill Storm and Sewer Maintenance Agreements</li> <li>• Resolution 1298 Shirley Avenue HRA</li> <li>• Ordinance 1520 Shirley Avenue Ordinance</li> </ul> |
| W        | Jan. 10        | 10:00am       | Arts Commission                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| TH       | Jan. 11        | 3:00pm        | City Council Study Session     | <ul style="list-style-type: none"> <li>• Aquifer Level Review at City Wells</li> <li>• Sports Complex Phase 2 &amp; 3 Update</li> <li>• Levy Lid Lift Fact Sheet Review</li> <li>• UGA Retraction Proposal</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

**UPCOMING GIG HARBOR CITY MEETINGS**  
**ALL AGENDA ITEMS TENTATIVE – SUBJECT TO CHANGE**

*Please see the meeting agenda for specific details on how to attend: <https://www.gigharborwa.gov/811/Agendas-Minutes>*

| Day      | Date           | Time          | Group                      | Agenda Items                                                                                                                                                                                                         |
|----------|----------------|---------------|----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| TH       | Jan. 11        | 5:30pm        | Design Review Board        |                                                                                                                                                                                                                      |
| TH       | Jan. 18        | 5:30pm        | Planning Commission        |                                                                                                                                                                                                                      |
| <b>M</b> | <b>Jan. 22</b> | <b>5:30pm</b> | <b>City Council</b>        | <b>Business Items:</b> <ul style="list-style-type: none"> <li>• Election of Mayor Pro Tempore</li> <li>• SR16/Wollochet Westbound On-ramp Contract Amendment</li> </ul> <b>Staff Report:</b> Quarterly Budget Update |
| TH       | Jan. 25        | 3:00pm        | City Council Study Session |                                                                                                                                                                                                                      |
| TH       | Jan. 25        | 5:30pm        | Design Review Board        |                                                                                                                                                                                                                      |
| F        | Feb. 2         | 9:00am        | City Council Retreat       |                                                                                                                                                                                                                      |
| <b>M</b> | <b>Feb. 12</b> | <b>5:30pm</b> | <b>City Council</b>        | <b>Presentations:</b> <ul style="list-style-type: none"> <li>• Red Cross Month Proclamation – Larry Bleich</li> </ul>                                                                                                |
| TH       | Feb. 15        | 3:00pm        | City Council Study Session |                                                                                                                                                                                                                      |
| <b>M</b> | <b>Feb. 26</b> | <b>5:30pm</b> | <b>City Council</b>        |                                                                                                                                                                                                                      |
| TH       | Feb. 29        | 3:00pm        | City Council Study Session |                                                                                                                                                                                                                      |

# 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                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Foster a healthy city organization</b>                                                | <ul style="list-style-type: none"> <li>Be an exceptional employer</li> <li>Retain existing workforce</li> <li>Attract qualified applicants</li> <li>Ensure safe work environment</li> <li>Encourage staff training</li> <li>Encourage and obtain employee feedback</li> <li>Fill all vacancies in a timely manner</li> </ul>                                                                                 | <ul style="list-style-type: none"> <li>Re-qualify for AWC Well City designation</li> <li>Conduct annual employee satisfaction survey</li> </ul>                                                                                                                                                                                                                 | <ul style="list-style-type: none"> <li>Develop a staff retention and attraction program</li> <li>Review and update the city's DEI program</li> <li>Update personnel policies manual</li> <li>Update safety manual and accident prevention program</li> <li>Revise employee evaluation process</li> <li>Develop management training for all new supervisors</li> <li>Update job descriptions and conduct salary &amp; benefits study</li> </ul>                                      |
| <b>Ensure sustainable future for public services and facilities</b>                      | <ul style="list-style-type: none"> <li>Provide more effective municipal services</li> <li>Increase city communication effectiveness</li> <li>Listen to community needs and expectations</li> <li>Source funding for parks, streets/transportation, and utilities</li> <li>Ensure infrastructure to support community needs</li> </ul>                                                                        | <ul style="list-style-type: none"> <li>Update utility rates as needed</li> <li>Continually improve permit and land use approval processes</li> <li>Increase resources for capital projects</li> <li>Review/amend TIP to improve motorized and non-motorized transportation</li> </ul>                                                                           | <ul style="list-style-type: none"> <li>Create a city-wide communications plan</li> <li>Update public works standards</li> <li>Conduct HOA fair</li> <li>Implement hybrid court system/electronic case management</li> <li>Parks division organizational assessment</li> <li>Complete construction of Public Works Operations Center</li> <li>Place parks bond on ballot</li> </ul>                                                                                                  |
| <b>Maintain small town character and historic preservation while growing responsibly</b> | <ul style="list-style-type: none"> <li>Promote responsible growth in keeping with small town character</li> <li>Address infrastructure to relieve traffic issues</li> <li>Ensure adequate affordable housing</li> <li>Focus on character retention and historic preservation</li> <li>Decrease distance to get to a park or open space</li> <li>Enhance walkability and pedestrian/cyclist safety</li> </ul> | <ul style="list-style-type: none"> <li>Annually docket specific priorities in the comprehensive plan</li> <li>Fund Harbor History Museum operations</li> <li>Monitor state legislative activity</li> <li>Support the arts commission</li> <li>Develop sister city program</li> <li>Fund creative endeavor grants</li> <li>Monitor short-term rentals</li> </ul> | <ul style="list-style-type: none"> <li>Prepare 2044 Comprehensive Plan periodic update</li> <li>Complete annexation study</li> <li>Develop housing needs and action plan</li> <li>Create historic preservation commission</li> <li>Review businesses and off-street parking requirements</li> <li>Develop 4th of July event</li> <li>Establish process and procedure for code compliance program</li> <li>Establish park standards</li> </ul>                                       |
| <b>Promote environmental sustainability and preserve Gig Harbor's natural beauty</b>     | <ul style="list-style-type: none"> <li>Address climate change</li> <li>Preserve tree canopy</li> <li>Preserve and enhance natural character</li> <li>Add undeveloped land to parks inventory</li> </ul>                                                                                                                                                                                                      | <ul style="list-style-type: none"> <li>Annually review climate &amp; sustainability action plan (once developed)</li> <li>Consider possible conservation properties and/or mitigation areas and activities</li> </ul>                                                                                                                                           | <ul style="list-style-type: none"> <li>Adopt climate &amp; sustainability action plan</li> <li>Form climate action committee</li> <li>Adopt urban forest management plan/tree retention policies</li> <li>Develop recycling program in city parks</li> <li>Install Civic Center electric vehicle charging station</li> <li>Annex parcels in city's parks system</li> <li>Update stormwater manual</li> <li>Assess gaps in public charging stations for electric vehicles</li> </ul> |
| <b>Promote and enhance a dynamic and robust economy</b>                                  | <ul style="list-style-type: none"> <li>Develop a plan to increase promotion of our local business community</li> <li>Increase vitality of the city's small businesses</li> <li>Attract larger business to industrial zone</li> <li>Maintain and enhance commercial fishing</li> </ul>                                                                                                                        | <ul style="list-style-type: none"> <li>Support Downtown Waterfront Alliance</li> <li>Support Chamber of Commerce</li> <li>Fund tourism with lodging tax grants</li> <li>Promote downtown businesses/events</li> <li>Collaborate with Pierce Transit for trolley</li> </ul>                                                                                      | <ul style="list-style-type: none"> <li>Design and construct fishermen's home port</li> <li>Create a business retention and attraction plan</li> <li>Evaluate and amend development regulations and fees</li> <li>Develop and implement a small business fair</li> <li>Develop holiday display attractions</li> </ul>                                                                                                                                                                |
| <b>Provide a safe, healthy, and inclusive community</b>                                  | <ul style="list-style-type: none"> <li>Foster safe, livable and attractive community</li> <li>Ensure city services are available to all residents</li> <li>Implement DEI in city personnel practices</li> </ul>                                                                                                                                                                                              | <ul style="list-style-type: none"> <li>Provide funding for senior programming</li> </ul>                                                                                                                                                                                                                                                                        | <ul style="list-style-type: none"> <li>Develop housing, health, &amp; human services coordinator position</li> <li>Provide funding for senior center permanent home</li> <li>Develop a plan to support youth and teen activities</li> <li>Obtain police department accreditation</li> <li>Update emergency management plan</li> </ul>                                                                                                                                               |