

AGENDA
GIG HARBOR CITY COUNCIL MEETING
Monday, August 12, 2024 - 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

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGMENT

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

CHANGES TO THE AGENDA

PUBLIC COMMENT ON CONSENT AGENDA ITEMS

CONSENT AGENDA

1. City Council Minutes: July 11, July 22, and July 25, 2024
2. Approval of Vouchers: Check numbers 106552 through 106662 and ACH payments in the amount of \$1,058,536.73.
3. Approval of Payroll: Check numbers 8519 through 8522 and direct deposit transactions in the amount of \$620,175.72.
4. Professional Services Contract Amendment #1 for Olympic Right Turn Lane
5. Confirmation of Appointment of Stephanie Killilea to the Arts Commission (Term expiring March 31, 2026)
6. Confirmation of Appointment of Jon Ashlock and Darrin Filand to the Design Review Board (Terms Expiring June 30, 2027)

MAYOR'S REPORT

CITY ADMINISTRATOR'S REPORT

1. Department Updates

BUSINESS ITEMS

1. Facility Use Agreement - GH Canoe & Kayak Team for use of Skansie Park

Suggested Motion: Move to authorize the mayor to approve the facility use agreement for Gig Harbor Canoe & Kayak Racing Team at Skansie Brothers Park.

- a. Staff Report: Parks Manager Jennifer Haro
- b. Clarifying Questions
- c. Public Comment
- d. Council Deliberation and Action

2. Professional Services Contract with Cascadia Consulting Group, Inc., for Assistance in Development of a Climate Change and Resiliency Chapter for the Comprehensive Plan

Suggested Motion: Move to authorize the mayor to execute a Professional Services Contract for assistance in the development of a Climate Change and Resiliency Chapter for the Comprehensive Plan between the City of Gig Harbor and Cascadia Consulting Group, Inc. in the amount not to exceed \$175,000.00.

- a. Staff Report: Senior Planner Natalie Kamieniecki
- b. Clarifying Questions
- c. Public Comment
- d. Council Deliberation and Action

3. Resolution 1319 Adopting Budget and Financial Policies

Suggested Motion: Move to approve Resolution 1319.

- a. Staff Report: City Clerk Josh Stecker
- b. Clarifying Questions
- c. Public Comment
- d. Council Deliberation and Action

4. Professional Services Contract Amendment #5 – Burnham Drive Improvements Phase 1A

Suggested Motion: Authorize the mayor to execute Amendment #5 to the Professional Services Contract with David Evans and Associates for design efforts to add artistic finish to the concrete barrier on the new bridge in an amount not to exceed \$15,517.18.

- a. Staff Report: Public Works Director Jeff Langhelm
- b. Clarifying Questions
- c. Public Comment
- d. Council Deliberation and Action

PUBLIC COMMENT ON NON-AGENDA ITEMS

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.

Oral comments may be made in person or by remote connection using the Zoom meetings platform. All persons giving oral public comment will be asked to state their name and whether or not they reside within Gig Harbor city limits. Commenters may verify if their home address is in city limits by visiting <https://www.gigharborwa.gov/451/City-Limits> or by consulting the city limits maps located on the podium or in the back of Council Chambers.

Speakers will be allotted 3 minutes per individual, unless revised by the mayor. In-person comments shall be made from the microphone. 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.

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@gjgharborwa.gov or (253) 853-7613 at least 24 hours prior to the meeting.

MINUTES
GIG HARBOR CITY COUNCIL STUDY SESSION
Thursday, July 11, 2024 – 3:00 p.m.
Civic Center Community Rooms A/B or Zoom

CALL TO ORDER / ROLL CALL Mayor Markley called the meeting to order at 3:03 p.m. Councilmembers Barber, Henderson, Lykins, Storset, and Woock were present. Councilmember Coronado arrived at 3:45 p.m. Councilmember Rodenberg was excused.

DISCUSSION ITEMS

1. **Masonic Lodge Proposal** – Parks Manager Jennifer Haro introduced Stephanie Lile of the Masonic Lodge Community Advocacy Committee. Stephanie presented the group's proposal to save the Masonic Lodge, including a proposed design, funding options, and management plan.

Council expressed interest and support for the proposal and directed the lodge remain standing and be incorporated into the long-range plans for the park.

At 4:10 p.m., council took a 5-minute break. Council returned from break at 4:18 p.m.

2. **Jerisich Dock Fee** – Associate Engineer Chloe Wiser discussed the options for increasing the moorage fee at Jerisich Dock.

Council was supportive of raising the fee to roughly \$1.78 in the summer and roughly \$1.29 in the winter. This will come before council for consideration at a future meeting.

3. **Lodging Tax Grant to the Gig Harbor Chamber of Commerce for Direct Marketing Organization Services** – City Clerk Josh Stecker reviewed the information contained in the packet and answered questions.

Council was supportive of the funding recommendation provided by the Lodging Tax Advisory Committee to award the Chamber of Commerce \$480,000 for DMO services in 2025. This will come before council for consideration at a future meeting.

4. **Downtown Parking** – City Administrator Katrina Knutson and Interim Community Development Director Jeff Wilson reviewed options for amending parking requirements for downtown waterfront businesses and options for relieving the demand for more parking in the downtown waterfront area.

Council was supportive of conducting a parking study and possibly amending parking requirements for restaurants to be based on square footage. Staff will look at options for the study and will compile data for a possible code change to square footage-based parking requirements.

ADJOURN The meeting adjourned at 5:13 p.m.



Tiffany Alimant
Assistant City Clerk

**MINUTES
GIG HARBOR CITY COUNCIL MEETING
Monday, July 22, 2024 – 5:30 p.m.
Council Chambers**

CALL TO ORDER / ROLL CALL Mayor Markley called the meeting to order at 5:35 p.m. Councilmembers Barber, Coronado, Henderson, Lykins, Storset, and Woock were present. Councilmember Rodenberg was excused.

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGEMENT

CHANGES TO THE AGENDA

PRESENTATIONS

1. **Oath of Office: Police Officer Lisandro Castro** took his Oath of Office.

PUBLIC COMMENT ON CONSENT AGENDA ITEMS

CONSENT AGENDA

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

VOTE: Unanimously approved.

1. **City Council Minutes: July 8, 2024**
2. **Approval of Vouchers: Check numbers 106418 through 206551 and ACH transfers in the total amount of \$2,663,724.66**
3. **Approval of Washington State Allocation Governing the Allocation of Opioid Settlement Funds Paid by Kroger**
4. **Resolution 1318 Approving a 2025-26 Lodging Tax Grant to the Gig Harbor Chamber of Commerce to Provide Direct Marketing Organization Services**
5. **Professional Services Contract for Lift Station 5 Business Improvements**

MAYOR'S REPORT Mayor Markley reported on opening night of Summer Sounds and encouraged everyone to attend the Tuesday night concerts.

CITY ADMINISTRATOR'S REPORT

PUBLIC COMMENT ON NON-AGENDA ITEMS

BUSINESS ITEMS

1. **Assignment of Purchase and Sale Agreement for Acquisition of Phase 4 of tx^waalqəł Conservation Area** Parks Manager Jennifer Haro presented the proposal for acquiring Phase 4.

Motion: Move to authorize the mayor to execute the assignment of the purchase and sale agreement for Phase 4 of the tx^waalqəł Conservation Area.

Vote: Unanimously approved.

STAFF REPORTS

1. **2024 Second Quarter Financial Report and Budget Update** Finance Director Dave Rodenbach provided council with an update on the city's budget and financial report.

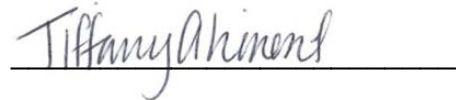
PUBLIC COMMENT ON NON-AGENDA ITEMS

Daisy Delarocha, 98335, provided comment on installing nets on Tacoma Narrows Bridge in response to the mental health crisis and suicide attempts in our community.

COUNCIL REPORT/COMMENTS

Councilmember Lykins reported on the latest Pierce County Regional Council meeting.

ADJOURN The meeting adjourned at 6:02 p.m.

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

Tiffany Aliment
Assistant City Clerk

MINUTES
GIG HARBOR CITY COUNCIL STUDY SESSION
Thursday, July 25, 2024 – 3:00 p.m.
Civic Center Community Rooms A/B or Zoom

CALL TO ORDER / ROLL CALL Mayor Markley called the meeting to order at 3:03 p.m. Councilmembers Barber, Coronado, Henderson, Lykins, and Woock were present. Councilmember Storset arrived at 3:11 p.m. Councilmember Rodenberg was excused.

DISCUSSION ITEMS

- 1. Introduction of Arts Commission and Design Review Board Appointees –** Appointees to the Arts Commission (Stephanie Killiliea) and Design Review Board (Darrin Filand and Jon Ashlock) introduced themselves to council and spoke briefly about why they want to serve.
- 2. Aquifer Level Review at City Wells and PFAS Testing –** Public Works Director Jeff Langhelm, Public Works Superintendent Jeff Olsen, and Construction Supervisor George Flanigan reviewed the city's aquifer levels and PFAS levels and answered questions.
- 3. Updated Financial Policies –** City Clerk Josh Stecker reviewed the proposed changes to the policies and answered questions.

Council was supportive of the changes. This will come before council for consideration at a regular meeting.

At 3:58 p.m., council took a 7-minute break. Council returned from break at 4:05 p.m.

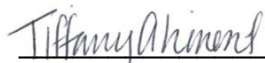
- 4. Welcome to Gig Harbor Partnership/Donation from Rotary –** City Administrator Katrina Knutson presented the proposal from the Rotary club to install a new Welcome to Gig Harbor sign, walking paths, flagpole, and landscaping just off Hwy 16 at Pioneer and Stinson.

Council was supportive of the proposal. A donation agreement will come before council for consideration at a regular meeting.

- 5. Naming of Chuck Hunter Memorial Bridge (North Harborview Drive over Donkey Creek) –** City Administrator Katrina Knutson presented the proposal to rename the Donkey Creek Bridge to the Chuck Hunter Memorial Bridge.

Council would like to review and adopt a memorial art policy prior to accepting any memorial art or renaming city buildings or infrastructure in memoriam.

ADJOURN The meeting adjourned at 4:35 p.m.



Tiffany Aliment
Assistant City Clerk



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

Meeting Date: August 12, 2024

SUBJECT: Professional Services Contract Amendment #1 for Olympic Right Turn Lane

SUBMITTED BY: Associate Engineer Chloe Wiser

DEPARTMENT: Public Works

PHONE: (253) 853-8182

SUGGESTED MOTION: Move to authorize the mayor to execute Professional Services Contract Amendment No. 1 with 3J Consulting, Inc., in an amount not to exceed \$4,751.00.

BACKGROUND INFORMATION: This proposed amendment addresses the need to include a certified arborist in the design process. The city has received 90% design from the consultant, which includes improvement elements that will potentially affect the root zones of four trees. The arborist subconsultant will analyze the trees of concern and provide protection and construction recommendations. This analysis will be used to alter improvement designs that significantly impact trees to avoid removal. It is staff's priority to not remove trees if possible.

FISCAL CONSIDERATION:

Expenditure Required: \$4,751.00	Amount Budgeted: \$150,000	Appropriation Required: \$0
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ATTACHMENTS:

1. CSP-2318 Contract Amendment #1-Oly Right Turn Lane_7-24-24

STRATEGIC PLAN PRIORITY: Strategic Plan Priority 2- Ensure sustainable future for public services and facilities

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
3J CONSULTING INC.**

THIS FIRST AMENDMENT is made to that certain Professional Services Contract dated February, 27, 2024 (the "Agreement"), by and between the City of Gig Harbor, a Washington municipal corporation (hereafter the "City"), and 3J Consulting Inc, an Oregon corporation organized under the laws of the State of Oregon (hereafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in completing the design of the Olympic Right Turn Lane 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 Four Thousand Seven Hundred Fifty-One Dollars and Zero Cents, (\$4,751.00) as shown in **Exhibit B**, attached to this Amendment and incorporated herein for a total contract amount of \$149,998.00.

3. Duration of Work. Section 3 of the Agreement remains unchanged.

[Remainder of page intentionally left blank]

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

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

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its Principal

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A – SCOPE OF WORK

Contract Amendment 1.0 – Arborist Additional Services Contract Statement of Work Delivery Schedule and Summary of Estimate for Services

CSP-2318 OLYMPIC DRIVE (RIGHT-TURN LANE ADDITION)

City of Gig Harbor
Project Engineer: Marcos McGraw
3510 Grandview Street
Gig Harbor, WA 98335
253-853-2647
mmcgraw@gigharborwa.gov

3J Consulting, Inc.
Project Manager: Brian K. Feeney, PE
748 Market Street, Suite 301
Tacoma, WA 98402
253-470-4675, Ext 205
brian.feeney@3j-consulting.com

SPECIFIC SCOPE OF SERVICES

The following services are for Arborist Services to support Final Design and Bid documents for the project. All work performed under this scope of work will be done in accordance with the City of Gig Harbor design standards and supplemented with Federal and State standards when applicable.

The project team includes:

Owner	City of Gig Harbor
Prime Consultant	3J Consulting, Inc
Civil Engineer	3J Consulting, Inc
Arborist	Tree Solutions

The additional design services work scope outlined below is anticipated to complete the project through bidding.

Task 1.0	Management and Administration
Task 9.0	Arborist Services

TASK 1.0 Project Management

Project Administration

The duration of the project planning and design effort through bidding is assumed to be eight (8) months, starting approximately February 2024 and running through September 2024. The following items are included:

- Additional management, coordination, and direction arborist subconsultant for completing the project on time and on budget.
- Additional assistance in the day-to-day management and decision making for the project.



- Prepare and administer arborist subconsultant contract.
- Additional tracking of project costs and budgets on a monthly basis.
- Additional efforts to include arborist subconsultant invoices into the monthly invoices for project and monthly summary reports.

Task 1 Deliverables:

The following deliverables are part of this task:

- Monthly Summary Reports with monthly invoices.

TASK 9.0 Arborist Services (Tree Solutions)

Inventory and assessment of four private trees for the project. Provide protection recommendations and construction recommendations for the proposed improvements.

Site Visit

- Prepare (research site, review documents and relevant code) and travel (round trip) to site.
- Inventory and assess all trees within scope location (south side of Olympic Drive NW)
 - Collect data for the four identified trees.
- Identify exceptional trees and groves.
- Assess design plans and document the proposed action for each tree.

Correspondence

- External communication (meetings, emails and phone call with client and project team).

Assumptions

- Notice to proceed is provided at least 2 weeks prior to site visit.
- Survey includes tree locations and is provided at least 48 business hours prior to site visit.
- Site plans will be provided if we are asked to assess construction impacts on trees and will include all proposed infrastructure changes (including demo, civil, grading, utility, and landscape plans).
- Meetings, correspondence, and deliverable revisions. Clients will incur additional charges if calls and meeting requests exceed our estimate.
- Unless specifically outlined above, working with CAD or GIS is not included and will require additional billable hours.

Task 9 Deliverables:

- Arborist report with tree table, site tree map. Include tree retention feasibility and protection recommendations and construction recommendations based on provided site plans.



***See attached Exhibit B for Fee Schedule**

EXCLUSIONS

The following items and tasks are excluded from this Scope of Services.

- *Assumes no property relocation.*
 - *Modifications to development codes, building codes, or engineering codes after the date of this proposal may require additional fees.*
 - *The client will provide all available as-built information for the Project.*
 - *3J assumes the project will be designed and bid as one package.*
 - *Construction Services will be provided under a separate contract.*
-





EXHIBIT B - SCHEDULE OF RATES AND ESTIMATED HOURS

Gig Harbor - Olympic Right-turn Lane

Professional Services Hourly Breakdown (Master)

3J Consulting

Task No.	Task Description	3J Consulting	Tree Solutions	Expenses	Total Budget
1.0	Management and Administration				
	Project Management	\$2,208.00		\$0.00	\$2,208.00
	Sub-Total Management and Administration	\$2,208.00	\$0.00	\$0.00	\$2,208.00
9.0	Arborist Services				
	Final Design Arborist Services	\$0.00	\$1,980.00	\$563.00	\$2,543.00
	Sub-Total Arborist Services	\$0.00	\$1,980.00	\$563.00	\$2,543.00
	Original Contract Total	\$2,208.00	\$1,980.00	\$563.00	\$4,751.00
Contract Grand Totals					

Total Labor Cost	\$4,188.00
Total Expenses	\$563.00
Total Project Estimate	\$4,751.00



Gig Harbor - Olympic Right-turn Lane

Professional Services Hourly Breakdown
3J Consulting

		3J Consulting, Inc.				3J Consulting, Inc. Totals			
		Sr. Project Manager		Project Manager I					
		Hours	Fee	Hours	Fee	Hours	Fee	Expenses	
Task No.	Task Description	\$230.00		\$184.00		Fee + Expenses			
1.0	Management and Administration								
	Project Management	0.00	\$0.00	12.00	\$2,208.00	12.00	\$2,208.00	\$0.00	\$2,208.00
	Sub-Total Management and Administration	0.00	\$0.00	12.00	\$2,208.00	12.00	\$2,208.00	\$0.00	\$2,208.00
4.0	30% Design/Roll Map								
	30% Design	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
	Sub-Total 30% Design/Roll Map	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
5.0	Final Design								
5.1	60% Design	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
5.2	90% Design	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
5.3	100% Design	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
	Sub-Total Final Design	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
6.0	Bid Support								
	Bid Support	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
	Sub-Total Bid Support	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
Original Contract Total		0.00	\$0.00	12.00	\$2,208.00	12.00	\$2,208.00	\$0.00	\$2,208.00
Contract Grand Totals									
						Total Scope Fee		\$2,208.00	
						Total Expenses		\$0.00	
						Total Project Estimate		\$2,208.00	

Contractor: 3J Consulting, Inc.

Fee Schedule

CLASSIFICATION TITLE	HOURLY RATES
	STANDARD NOT TO EXCEED
1. Accounting Administrator	\$132.00
2. Administration	\$98.00
3. Administration Assistant	\$100.00
4. Administrative Project Specialist	\$116.00
5. Benefits Specialist	\$107.00
6. Chief Engineering Manager	\$234.00
7. Civil Designer I	\$116.00
8. Civil Designer II	\$128.00
9. Civil Engineer I	\$140.00
10. Civil Engineer II	\$150.00
11. Civil Engineering Manager I	\$158.00
12. Civil Engineering Manager II	\$174.00
13. Civil Tech I	\$102.00
14. Civil Tech II	\$114.00
15. Development Specialist I	\$128.00
16. Development Specialist II	\$144.00
17. Development Specialist III	\$154.00
18. Director of Engineering	\$236.00
19. Director of Planning	\$214.00
20. Engineering Intern	\$80.00
21. GIS Analyst I	\$130.00
22. GIS Analyst II	\$140.00
23. GIS Manager	\$154.00
24. Graphics Designer I	\$104.00
25. Graphics Designer II	\$124.00
26. Graphics Designer Senior	\$142.00
27. Inspector I	\$128.00
28. Inspector II	\$144.00
29. Inspector III	\$158.00
30. Marketing Director	\$160.00
31. Planner I	\$114.00
32. Planner II	\$130.00
33. Planning Assistant	\$94.00
34. Planning Project Manager I	\$174.00
35. Planning Project Manager II	\$184.00
36. Principal Engineer	\$246.00
37. Principal Planner/Director	\$226.00
38. Project Manager I	\$184.00
39. Project Manager II	\$194.00
40. Senior Civil Designer	\$140.00
41. Senior Civil Engineer	\$162.00
42. Senior Civil Engineering Manager	\$224.00
43. Senior Civil Technician	\$124.00
44. Senior Development Specialist	\$164.00
45. Senior GIS Manager	\$164.00
46. Senior Inspector	\$164.00
47. Senior Planner I	\$144.00
48. Senior Planner II	\$164.00
49. Senior Planning Project Manager	\$194.00
50. Senior Project Manager	\$230.00
51. Senior Urban Designer I	\$144.00
52. Senior Urban Designer II	\$164.00
53. Urban Designer I	\$114.00
54. Urban Designer II	\$130.00



Tree Solutions - Services Hourly Breakdown

		Tree Solutions										Totals			
		Principal/Project Manager		Senior Arborist		Arborist		CAD Specialist		Administrative support		Hours	Fee	Expenses	Total Budget
Task No.	Task Description	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee				
9.0	Arborist Services		\$200.00		\$180.00		\$160.00		\$140.00		\$125.00				
	Final Design Arborist Services	0.00	\$0.00	11.00	\$1,980.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	11.00	\$1,980.00	\$563.00	\$2,543.00
	Sub-Total Survey Services	0.00	\$0.00	11.00	\$1,980.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	11.00	\$1,980.00	\$563.00	\$2,543.00
Contract Grand Totals															

Total Scope Fee	\$1,980.00
Total Expenses	\$563.00
Total Sub Fee	\$2,543.00

CLASSIFICATION TITLE BILLING RATE

Principal/Project Manager	\$200.00
Senior Arborist	\$180.00
Arborist	\$160.00
CAD Specialist	\$140.00
Administrative support	\$125.00



DEPARTMENT UPDATES

Wednesday, August 7, 2024

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

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

ADMINISTRATION

City Administrator Katrina Knutson

Fee Schedule Update: City staff are wrapping up a comprehensive review of the city's fee schedule. The fee schedule covers nearly all the city's fees across all departments – everything from dog licenses to comprehensive plan revision applications.

At the August 15 study session, staff will be presenting a revised fee schedule that adjusts fees to provide full cost recovery for each service provided. This will provide council with the true cost of each permit, license, or service. Council will then be asked to provide direction on the amounts they would like these fees to be set at. The final fee schedule will be adopted by resolution at a regular council meeting.

Gig Harbor Arts Commission: The Gig Harbor Arts Commission recently completed its review and discussion on the Arts & Culture Element of the city's comprehensive plan. The commission's recommended changes have been forwarded to Community Development for review by the planning commission at its [August 8 meeting](#).

On August 14, the arts commission will begin work on its 2025-26 work plan and budget.

Legal Aid Popup: This past month was the second time the city hosted an additional monthly legal aid popup (3rd Monday from 10-12), to accommodate the need in the community. The popup was a success with three times the amount of people in attendance compared to last month. Legal aid popup dates for August are:

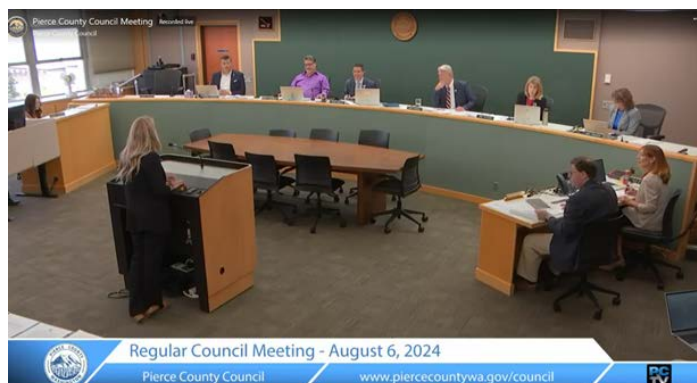
- Tuesday 8/13 from 4-6
- Monday 8/19 from 10-12

Fentanyl Townhall Steering Committee Meeting: The H3 program manager has been actively engaged in the planning of a multidisciplinary approach to addressing the Gig Harbor-Key Peninsula Fentanyl Crisis. Many partners, working in various touch points (treatment providers, medical personnel, school personnel, elected officials, opioid task force, EMS, etc.) of the fentanyl crisis came together to talk about ways to conduct effective and creative outreach within the community. There will be two opportunities to attend townhall meetings:

- Gig Harbor Civic Center: October 7, 2024 at 5:30-7:00 p.m.
- Key Peninsula Civic Center: October 21, 2024 at 5:30-7:00 p.m.

Kiwanis Club Presentation: The H3 program manager presented Kiwanis Club attendees with a look at the programs and initiatives designed to support residents' housing stability, health, and overall quality of life. Through the H3 Program's collaborative efforts with local organizations, strategies emerge that can address current challenges while aiming to foster a thriving and inclusive community.

Citizens Advisory Board (CAB) Appointment: On August 6, H3 Program Manager Shea Smiley was appointed by the Pierce County Council to the [Pierce County Human Services Citizens' Advisory Board](#) (CAB). The CAB serves in an advisory capacity to assist the county with implementation of community action and federally funded programs and activities through Community Development Block Grants, HOME, and Emergency Solutions Grant (ESG).



The CAB works to:

- Advocate for low-income and homeless persons and families.
- Help provide services to reduce the impact of poverty and homelessness.
- Assess and determine community needs, Community Action Program Planning, and Evaluation.
- Evaluate funding applications.
- Make funding recommendations to the Human Services' Director and Pierce County Executive, for Community Development Block Grant, Public Facilities Projects, and Public Services Programs.

The H3 program manager is looking forward to participating as an active board member to help address the needs of our community.

COMMUNITY DEVELOPMENT

[Interim Community Development Director Jeff Wilson](#)

Community Development and Public Works/Engineering are working together to reimagine our co-Department reception desk area to improve our customer service and support for each department. These changes and improvements will be starting the week of August 5, with continued improvements over the next several months.

Additionally, we are working with our traffic consultant to evaluate the undertaking of a parking study and needs assessment for our downtown business district.

PLANNING

The Planning Division continues to hold public meetings with the planning commission every Thursday to discuss draft revisions and updates to the comprehensive plan. The comprehensive plan is the city's guiding policy document addressing growth and the city's vision for the next 20 years. It is critically important for residents to engage and participate in this effort to ensure the plan reflects the visions of the community. For more information on how to participate, please contact the Planning Division at 253-851-6170. Additionally, you may find more information on the update process on the [city' website](#).

The planning commission completed its review of the draft Housing Element on August 1. There was some confusion within the community regarding whether the Housing Element is proposed to include language concerning the city's short-term rental (STR) ordinance. The reference to STRs was included in the Housing Needs Assessment adopted by council in May 2023, but there is no such policy language in any of the elements of the draft comprehensive plan.

At its August 8 meeting, the planning commission will review and discussion the Parks, Recreation and Open Space Element, as well as the Arts & Culture Element. All draft elements are uploaded to our [Comprehensive Plan Update website](#), and we would love to hear from the community on any aspect of the proposed changes.

An application for the private Ancich Dock replacement was heard by the Hearing Examiner on July 16. The item has been continued to August 20 to resolve issues concerning parking and potential conflict with the proposed future location of the Homeport. Due to a defect with the posted notice board, new notices will be sent out and anyone wishing to provide comment or participate in the August 20 hearing will be afforded that opportunity. We apologize for any inconvenience and are committed to ensuring that all concerned members of the community have the chance to be heard.

Work is set to begin shortly on the Climate Change and Resiliency Element, which will be required as part of the next comp plan update. Our new Senior Planner, Natalie Kamieniecki, will be heading this important work, which derives in large part from the Climate Action Plan completed last year.

BUILDING & FIRE PREVENTION

The Building Division continues to see an increase in the number of permits as compared to 2023, with most permits involving Tenant Improvements and remodels of existing buildings.

The Building Division was pleased to issue Certificates of Occupancy to several new businesses, including BECU at Gig Harbor North located in the previous Mattress Firm space. The new facility will be opening shortly following new employee training. Additionally, Grimm Dentistry on 56th and Poke POP, a new sushi restaurant, will be opening soon at Uptown. Hidden Harbor Wine Library (not about books) in the Finholm District was granted approval to open, as well as Commencement Bank which took over the Harbor General Store location on Pioneer.

45 permit applications were received this reporting period, including those for a remodel of Albertsons and Tenant Improvements for Narrows Baseball Club and the Harbor Dance Studio.

54 permits were issued and 34 were closed out.

CODE ENFORCEMENT

Code Enforcement is actively addressing illegal signage, in addition to managing ongoing enforcement actions and responding to newly filed complaints.

- Sign sweeps conducted with 147 signs collected
- 6 new compliance requests in July
- 2 new compliance requests in August
- 33 active cases

COURT

Court Administrator Stacy Colberg

No updates this week but stay tuned!

FINANCE

Finance Director Dave Rodenbach

Public Safety Sales Tax: On Tuesday, August 6, Gig Harbor voters approved the city's proposed 0.1% increase to the Public Safety Sales Tax. This increase in sales tax will generate approximately \$1 million annually in revenue for the city's General Fund.

Revenue generated by this sales tax will be used to provide ongoing funding for public safety purposes to keep our community safe.

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 - Exceptional Entry	FT	Continuous
Police Officer - Lateral Entry	FT	Continuous
Seasonal Worker	FT	Continuous
Public Works Assistant - Engineering	FT	Open until 8/18
Police Officer - Entry Level	FT	Open until 8/31

Shout Outs: Thank you to Diane Bertram for serving the city with such passion!! Diane coordinates all the magic that happens behind the scenes, in the park, and on stage at Summer Sounds on Tuesday nights each week. She is truly gifted in making everyone feel so welcome – sponsors, vendors, bands, and guests – and ensures that a great time is had by all! 🎵

ITS

Information Technology Services Manager Keith Smith

No updates this week but stay tuned!

POLICE

Police Chief Kelly Busey

National Night Out: After a lot of planning (mainly by COPS Volunteer Kim Crowder), we celebrated our annual National Night Out on Tuesday, August 6. We partnered with the city's Summer Sounds concerts and invited 38 different organizations to have booths/displays at the event. The event was even more well attended than last year and smiles were seen all around. We appreciate the support we continue to receive from our community.

Special thanks to the Kiwanis Club of Gig Harbor, Starbucks Coffee Co, and Virginia Mason.



Field Training Program: Our newest Officers Anthony Blackwell and Lisandro Castro are progressing through the Field Training Program. Officer Blackwell just finished his mid-term evaluation and will be headed to Phase IV with Officer Roberson. Officer Castro is winding down Phase I of his training program with FTO Raphael. We are excited to have these Officers in the program and look forward to their continued progress.

New Hires: Now that the public safety sales tax passed, we will begin the process of increasing the department from 23 commissioned officers to 26. We recently completed another Oral Board for some lateral and exceptional entry candidates. Two of those participants passed their boards and were approved to continue by our Civil Service Commission. We will be initiating background investigations on those two individuals soon.

PUBLIC WORKS

Public Works Director Jeff Langhelm

Wastewater Operations: (1) Jim, Tye, Tyler, Nick, and James began moving into place the second and last replacement influent screen inside the headworks building. Jim is working on the installation of mounting hardware and the new electrical control panel. This screen removes material in the wastewater 6 mm and larger that makes its way into the sewer pipes and is the first stage of on-site treatment. (2) Nancy will be working to put together a small works contract to rehabilitate a manhole in sewer basin #9 on 25th Ave NW.

LS#2A (Bogue View Plaza) Generator Replacement: The generator replacement project at lift station #2A is now complete and under budget! The entire wastewater division had a hand in the success of this project. Thank you also to Tiffany Aliment for keeping the public informed through the city website and social media!

Public Works Preliminary Budget: The preliminary 2025-26 Public Works budget has been submitted. This has been another very time-consuming task for all managers, supervisors, and administrative staff. Kudos to everyone involved for finding new and innovative solutions to serve our residents, while also saving money! That said, we recognize there are still many more budget discussions ahead.

Internal Staff Stormwater Charette: Michael Abboud recently led staff in Public Works and Community Development through a detailed review of current and upcoming storm water requirements, per the city's NPDES stormwater permit. This included review of necessary planning documents and reporting requirements and is only the first step in this process.

Crescent Creek Wood Sculpture Refinishing: The Operations Crew has completed the routine cleaning and refinishing of the marvelous carved wood sculpture at Crescent Creek Park. The work was completed in accordance with the guidance provided by the artist, Jeff Samudosky. Additionally, the Operations Crew cleaned and refinished the one wood art carving in Grandview Forest Park, which was created and finished by the same artist.

Crescent Creek Park Master Plan Reboot: After a year-long break to allow a committee to come up with a plan for the Masonic Lodge, staff will be meeting with HBB Landscape Architecture this week to reboot the master planning process. Pending agreement on a budget and timeline, we'll be re-engaging with the community advisory committee and stakeholders to come up with a long-term plan for this popular park. Stay tuned for more details as planning progresses.

Capital Improvement Project Status Updates: For the most recent updates on the city's design and construction projects, see our online [CIP StoryMap](#)



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

Meeting Date: August 12, 2024

SUBJECT: Facility Use Agreement - GH Canoe & Kayak Team for use of Skansie Park

SUBMITTED BY: Parks Manager Jennifer Haro

DEPARTMENT: Public Works

PHONE: (253) 853-8253

SUGGESTED MOTION: Move to authorize the mayor to approve the facility use agreement for Gig Harbor Canoe & Kayak Racing Team at Skansie Brothers Park.

BACKGROUND INFORMATION: The Gig Harbor Canoe and Kayak Racing Team (GHCKRT) has been storing watercraft on racks at Skansie Brothers Park since 2013, as well as using it for team practices and summer camps. Their current facility use agreement states that the agreement would continue in six-month increments until the city provides a termination notice. The city provided termination notice in November of 2023. GHCKRT asked for an extension to January 1, 2027.

It was originally intended that GHCKRT would vacate Skansie Park once the Ancich boat storage building was opened. GHCKRT currently rents two-thirds of the Ancich building at market value. However, since the boat storage building was planned and constructed, the team has grown. Also, younger team members need a beach to enter the water, as opposed to a dock like the one at Ancich Park.

In addition to the extension until January 1, 2027, GHCKRT is requesting use of the park to facilitate spring break and summer camps. Due to growth of the club, they expect a maximum of 45 GHCKRT members, 30 Development Team members, and 21 campers. Some language changes requested by the city's insurance provider have also been included in the draft agreement.

The parks commission recommended approval at their April 3 meeting. City council generally supported the proposed changes at the April 11 study session and directed staff to provide a new agreement.

FISCAL CONSIDERATION: N/A

ATTACHMENTS:

1. Kayak Club Facility Use Agreement Draft CC081224
-

STRATEGIC PLAN PRIORITY: Strategic Plan Priority 2- Ensure sustainable future for public services and facilities

FACILITY USE AGREEMENT BETWEEN THE CITY OF GIG HARBOR AND GIG HARBOR CANOE AND KAYAK CLUB RACE TEAM

THIS FACILITY USE AGREEMENT is entered into by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter referred to as the "City") and the Gig Harbor Canoe and Kayak Race Team, a State of Washington 501(C)(3) non-profit corporation (hereinafter referred to as "GHCKRT").

W I T N E S S E T H

WHEREAS, the City owns property located at 3207 Harborview Drive, Gig Harbor, WA (hereinafter referred to as the "Property"); and

WHEREAS, the Property encompasses both Jerisich Park and Skansie Brothers Park; and

WHEREAS, GHCKRT has been using the Property to locate portable boat storage racks and for team practices and camps; and

WHEREAS, the City approved a Shoreline Management Substantial Development Permit Exemption on November 14, 2013 for the placement of GHCKRT portable boat storage racks on the Property; and

WHEREAS, the boat storage racks are portable because the City did not anticipate the Property would be a permanent location for the racks since the development of the City's Ancich Waterfront Park; and

WHEREAS, GHCKRT has made use of the Ancich Waterfront Park site, but entering canoes and kayaks there is difficult for beginners, who need a beach for entry until they are proficient on dock entries; and

WHEREAS, the City reserves the right to use the Property in coordination and consideration of GHCKRT schedule of events and programming; and

WHEREAS, the benefits derived by the public from GHCKRT activities as specifically detailed herein are sufficient that the City is willing to allow use of the public property; and

WHEREAS, GHCKRT is an official and highly competitive youth program that has won the USA Canoe/Kayak Sprint National Championships ten times since 2012; and

WHEREAS, GHCKRT and the City entered into a previous facility use agreement in December 2013 that renewed every six months, and an amendment in January 2020 that expanded the watercraft storage area; and

WHEREAS, in a letter in January 2024, GHCKRT requested an extension of the facility use agreement to January 1, 2027; and

WHEREAS, the parks commission at their April 3, 2024 meeting recommended approval of the GHCKRT request; and

WHEREAS, the city council, at their April 11, 2024 study session asked staff to amend the facility use agreement with as requested by GHCKRT; and

WHEREAS, given the limitations on the use of the Property as generally described above and more specifically described in the Terms section of this Agreement, the parties hereto agree as follows:

TERMS

1. Purpose. The purpose of this Agreement is to:
 - A. Identify the benefit provided to the public by GHCKRT for the right to operate on the Property; and
 - B. Establish the conditions of use for daily training activities by GHCKRT using portable boat storage racks.
2. Identification of the Property. The Property is outlined on the map marked Exhibit A, which is attached hereto and incorporated herein by this reference. In general, the Property includes both Jerisich Park and Skansie Brothers Park but excludes any use of the Skansie House and netshed. The legal description of the Property is:

Section 08 Township 21 Range 02 Quarter 21 PARCEL A DBLR 2004-06-02-5005 DESC AS FOLL COM AT NW COR SEC 8 TH S88°18'20" E ALG NLY LI SD SEC 1797.63 FT TO INTER OF ROSEDALE ST NW & HARBORVIEW DR NW TH S88°18 MIN 46 SEC E 35.31 FT TO EL.
3. Definitions. The definitions listed below shall be construed as specific to this Agreement:
 - A. Equipment: All equipment and related appurtenances used by GHCKRT, including, but not limited to, portable boat storage racks, watercraft, safety gear, and personal belongings.
 - B. Area of impact: The area covered by the boats while stored on the portable boat storage racks and the area necessary to maneuver boats on and off the portable boat storage racks.
4. Equipment.
 - A. Ownership and Responsibility. All equipment used by GHCKRT shall be furnished by GHCKRT and will remain the property of GHCKRT. Consequently the City is not responsible for lost, stolen, or damaged equipment. The placement and storage of equipment on the Property by GHCKRT shall be the responsibility, and at the sole risk of GHCKRT.
 - B. Storage. The City Reserves the Right to identify and modify the location of the portable boat storage racks at any time throughout the duration of the Agreement. Team may place portable boat storage racks in an area not to exceed one thousand six hundred fifty square feet (1,650 sqft). This area is identified in Exhibit B.
 - C. Maintenance. Maintenance of equipment on the Property shall be limited to daily cleaning only and shall follow best management practices to minimize

impacts to the Property and the environment. All repairs and other maintenance shall be performed off-site. Maintenance of the portable boat storage rack area identified above in 5.B is the responsibility of the Team. The Team shall delineate the storage space with wood timbers, landscape fabric, and with angular crushed rock in order to protect the property from the majority of the team's foot traffic creating the muddy conditions. These improvements must remain in functional working order for the duration of the storage use at this site. These improvements are considered temporary and the site must be returned to its original state upon the termination or natural end of the Facility Use Agreement.

5. Non-Profit Status. GHCKRT shall retain nonprofit status throughout the term of the Agreement.
6. Property Maintenance. The City will maintain the Property except within the area of impact and where determined necessary by the City because of surface degradation due to GHCKRT use. In such circumstances GHCKRT shall be responsible to maintain the Property as directed by the City and responsible for all costs and permitting requirements.
7. Public Benefit Activities. The City recognizes the following activities for public benefit to both the participants and the general public as in kind compensation for use of the Property:
 - A. Direct benefits to the participating youth, including, safe, healthy, and physical activity, the opportunity to explore the harbor in human-powered watercraft, the opportunity to embrace Olympic ideals, and to represent our community and country in international competition;
 - B. Source of pride for the community;
 - C. Daily clean-up of Gig Harbor waters by GHCKRT;
 - D. Daily clean-up of the Property by GHCKRT;
 - E. Quarterly clean-up of Property beach to mean lower-low water by GHCKRT;
 - F. Yearly public presentation at the Property demonstrating the GHCKRT program and awards, participant skills, and local talent; and
 - G. Year-round interpretive display on, or adjacent to, the portable boat storage racks identifying the benefits of exercise and the skills of canoeists and kayakers.

GHCKRT shall provide the City a written report and supporting documentation of the required activities identified above performed by GHCKRT for the previous year, by March 31 of the following year. GHCKRT's failure to timely perform those activities may result in termination of the Agreement.

8. Limitation on Use. GHCKRT shall limit the use of the Property to 45 members of the racing team and 30 members of the development team. GHCKRT shall also have use of the property for summer camps. Duration of the camps shall not exceed four hours per day for eight weeks, and shall have no more than 21 campers.
9. Use During Property Events. When non-GHCKRT events at the Property occur, the City may, in its sole discretion, require GHCKRT to cancel daily training activities and/or, if

necessary, move equipment as directed by the City. If the City imposes this condition, the City will provide an advance notice of at least five (5) calendar days.

10. Supervision of Participating Members. Adult supervision by GHCKRT shall be required at all times on the Property when GHCKRT participating members are present. The adult(s) responsible for supervision shall be identified by GHCKRT to the City on an annual basis.
11. Moorage at Jerisich Dock. Contrary to posted limitations, GHCKRT may moor up to two safety boats at Jerisich Dock continuously between October 1 and April 1 using vessel rafting methods. GHCKRT shall follow the posted limitation regarding overnight moorage at all other times of the year.
12. Duration and Notice of Termination. This agreement shall terminate on January 1, 2027. GHCKRT may provide a written notice of termination at any time during the Agreement. In the event of emergency as determined by the Public Works Director, the City may terminate or suspend this Agreement. In such event, GHCKRT shall immediately remove all equipment, watercraft, and other personal property from the Property. Nothing herein shall obligate the City to enter into any additional Agreements or addenda with the GHCKRT in the future.
13. Consideration. GHCKRT shall provide the Public Benefit Activities listed in Section 8 above and pay \$1 per year, and will be responsible for any required leasehold tax.
14. Conformance with Laws. The GHCKRT shall, at all times, keep current and comply with all conditions and terms of any permits, licenses, certificates, regulations, ordinances, statutes and other government rules and regulations regarding its use or occupancy of the Property. Each race at the Property that includes GHCKRT shall require a special event permit from the City.
15. Hold Harmless. GHCKRT agrees to defend, indemnify, and hold harmless the City, its officers, elected officials, employees and volunteers harmless from any and all claims, injuries, penalties, damages, losses or suits, including costs and attorney's fees, arising out of or in connection with the performance of this Agreement or GHCKRT's enjoyment of the Property, except for injuries or damages caused solely by the negligence of the City, its officers, officials, employees and volunteers. In the event of liability for injuries or damages which are the result of the concurrent negligence of the GHCKRT and City, each party shall be responsible only to the extent of its own negligence.
16. Insurance. At its own expense, GHCKRT shall procure and maintain for the duration of this Agreement, the insurance coverages and limits described in this Section. This insurance shall be issued by an insurance company or companies admitted and licensed by the Insurance Commissioner to do business in the State of Washington. Insurance is to be placed with insurers with a current A.M. Best rating if not less than A:VII, or a comparable rating by another rating company acceptable to the city, and licensed to conduct business in the State of Washington. If non-admitted or non-rated carriers are used, the policies must comply with chapter 48.15 RCW.
 - A. Type of Insurance. GHCKRT shall procure and maintain Commercial General Liability Insurance covering claims for bodily injury, personal injury, or property damage arising on the Property and/or arising out of the GHCKRT's operations. If necessary, commercial umbrella insurance covering claims for these risks shall be procured and maintained. Insurance

must include liability coverage with limits not less than those specified below:

Each Occurrence \$1,000,000

General Aggregate Limit \$2,000,000

The City may impose changes in the limits of liability if any of the following occurs:

- i. Upon a material change in the condition of the Property or any improvements; or
- ii. Upon any breach of the Sections in this Agreement relating to maintenance of equipment; or
- iii. Upon a change in the Permitted Use.

New or modified insurance coverage shall be in place within thirty (30) days after changes in the limits of liability are required by the City.

B. Terms of Insurance. The policies required under Subsection A shall name the City of Gig Harbor as an additional insured. Furthermore, all policies of insurance described in this Section shall meet the following requirements:

- i. Policies shall be written as primary policies not contributing with and not in excess of coverage that the City may carry;
- ii. Policies shall expressly provide that such insurance may not be canceled or non-renewed with respect to the City except upon forty-five (45) days prior written notice from the insurance company to the City;
- iii. To the extent of the City's insurable interest, property coverage shall expressly provide that all proceeds shall be paid jointly to the City and the GHCKRT;
- iv. All liability policies must provide coverage on an occurrence basis; and
- v. Liability policies shall not include exclusions for cross liability.

C. 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:

- i. The City will not waive its right to subrogation against GHCKRT. GHCKRT's insurance shall be endorsed acknowledging that the City will not waive its right to subrogation. The Contractor's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.
- ii. GHCKRT'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.

- iii. If any coverage is written on a “claims made” basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.

D. Proof of Insurance. GHCKRT shall furnish evidence of insurance in the form of a Certificate of Insurance satisfactory to the City accompanied by a checklist of coverages provided by the City, executed by a duly authorized representative of each insurer showing compliance with the insurance requirements described in this Section, and, if requested, copies of policies to the City. GHCKRT acknowledges that the coverage requirements set forth herein are the minimum limits of insurance the GHCKRT must purchase to conform to this Section of the Agreement.

These limits may not be sufficient to cover all liability losses and related claim settlement expenses. Purchase of these limits of coverage does not relieve GHCKRT from liability for losses and settlement expenses greater than these amounts.

E. No Limitation. GHCKRT’s maintenance of insurance as required by this Agreement shall not be construed to limit the liability of GHCKRT to the coverage provided by such insurance, or otherwise limit the City’s recourse to any remedy available at law or in equity.

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

18. Entire Agreement. The written provisions of this Agreement shall supersede all prior verbal statements of any officer or representative of the City, and such statements shall not be effective or be construed as entering into, forming a part of, or altering in any manner whatsoever, this Agreement.

19. Non-Waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such covenant, agreement or option, or any other covenant, agreement or option.

20. Notices. General notices required to be in writing under this Agreement shall be sent by registered or certified mail as follows:

Gig Harbor Canoe and Kayak Race Team
GHCKRT Team Administrator
3225 Shawnee Drive
Gig Harbor, WA 98335

City of Gig Harbor
Parks Manager
3510 Grandview Street
Gig Harbor, WA 98335

Emergency contact information shall be provided to each party no later than the effective date of this Agreement.

21. Severability. If any section or provision of this Agreement shall be held by a court of competent jurisdiction to be unenforceable, this Agreement shall be construed as though such section or provision had not been included in it, and the remainder

of the Agreement shall be enforced as the expression of the parties' intentions. If any section or provision of this Agreement is found to be subject to two constructions, one of which would render such section or provision invalid and one of which would render such section or provision valid, then the latter construction shall prevail.

IN WITNESS WHEREOF, the parties have executed this instrument this _____ day of _____, 2024.

Gig Harbor Canoe and Kayak Race Team

CITY OF GIG HARBOR

By: _____

By: _____

Its: _____

Its: Mayor

STATE OF WASHINGTON

)

) ss.

COUNTY OF PIERCE

)

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

Dated: _____

(print or type name)

NOTARY PUBLIC in and for the
State of Washington, residing
at: _____

My Commission expires: _____

STATE OF WASHINGTON

)

) ss.

COUNTY OF PIERCE

)

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

Dated: _____

(print or type name)

NOTARY PUBLIC in and for the
State of Washington, residing

at: _____

My Commission expires: _____

DRAFT

EXHIBIT A



EXHIBIT B





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

Meeting Date: August 12, 2024

SUBJECT: Professional Services Contract with Cascadia Consulting Group, Inc., for Assistance in Development of a Climate Change and Resiliency Chapter for the Comprehensive Plan

SUBMITTED BY: Senior Planner Natalie Kamieniecki

DEPARTMENT: Community Development

PHONE: (253) 853-7616

SUGGESTED MOTION: Move to authorize the mayor to execute a Professional Services Contract for assistance in the development of a Climate Change and Resiliency Chapter for the Comprehensive Plan between the City of Gig Harbor and Cascadia Consulting Group, Inc. in the amount not to exceed \$175,000.00.

BACKGROUND INFORMATION: The city previously collaborated with Cascadia on the Climate Action Plan, adopted by Resolution 1294, on October 9, 2023. The city is required by House Bill 1181 to develop a Climate Change and Resiliency Chapter for the Comprehensive Plan and desires to continue partnership with Cascadia in this endeavor. Retaining the consultant will streamline the continued efforts in developing climate goals and policies consistent with the adopted Climate Action Plan. The consultant has demonstrated outstanding public outreach capabilities and has provided reliable and quality work products. Gig Harbor has obtained grant funding from the Department of Commerce for development of a Climate Change and Resiliency Chapter to be included within the comprehensive plan. Community development staff will supplement public outreach and implementation efforts throughout the project also funded by the Department of Commerce Grant. Project to be completed by June 30, 2025.

FISCAL CONSIDERATION: Payment for services rendered will come from the existing 2023-24 budget; No additional funding is required.

Expenditure Required: \$ 175,000.00	Amount Budgeted: \$ 175,000.00	Appropriation Required: \$ 0
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ATTACHMENTS:

1. Cascadia PSC 9-2-24_Partially Executed
2. Cascadia Scope of Work and Rate Schedule 8-2-24

STRATEGIC PLAN PRIORITY: Strategic Plan Priority 4 - Promote environmental sustainability and preserve Gig Harbor's natural beauty

PROFESSIONAL SERVICES
CONTRACT BETWEEN THE CITY OF
GIG HARBOR AND
Cascadia Consulting Group Inc.

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and Cascadia Consulting Group Inc., a Washington corporation (the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in 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 Schedule of Rates and Estimated Hours**, 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 \$175,000.00 for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A** and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit A**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit A**, unless the parties agree to a modification of this Contract, pursuant to Section 17 herein.

- B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within 45 days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within 15 days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.
3. **Duration of Work.** The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by Cascadia; provided however, that additional time shall be granted by the City for excusable days or extra work. Further, the parties may extend the duration of this Agreement consistent with the terms of Section 17 below.
4. **Termination.** The City reserves the right to terminate this Agreement at any time upon ten (10) days written notice to the Consultant. Any such notice shall be given to the address specified above. In the event that this Agreement is terminated by the City other than for fault on the part of the Consultant, a final payment shall be made to the Consultant for all services performed and expenses incurred. 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. Anything to the contrary in this Agreement, Consultant shall not be liable or responsible to the City, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, if Consultant's failure or delay is caused by or results from any of the following events: acts of God, flood, fire, earthquake, hurricane, epidemic, pandemic, quarantine restrictions, explosion, war, invasion, hostilities, terrorist threats or acts, riot, government order or law, embargoes, blockades, or other similar events beyond the reasonable control of Consultant.
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 attorney's fees, arising out of or resulting from the negligent or wrongful acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

8. **Insurance**

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

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

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

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability

coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 4. Professional Liability insurance appropriate to the Professional's profession.
- D. Minimum Amounts of Insurance. The Consultant shall maintain the following insurance limits:
1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
 3. Employer's Liability, each accident \$1,000,000, Employer's Liability Disease- each employee \$1,000,000, and Employer's Liability Disease - Policy Limit \$1,000,000.
 4. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim/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. Subject to City's rights in the work product, any pre-existing work product, trade secrets, know-how, methodologies, and processes related to Consultant's services shall remain the sole and exclusive property of Consultant, and Consultant shall own all proprietary and intellectual property rights inherent therein and appurtenant thereto (collectively "Consultant Materials"). If, in the course of Consultant's engagement with City, Consultant uses, provides, or incorporates into any work product any Consultant Materials, Consultant will grant City a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully-paid-up right: (a) to make, use, copy, modify, and create derivative works of such

intellectual property, (b) to publicly perform or display, import, broadcast, transmit, distribute, license, offer to sell, and sell, rent, lease or lend copies of such intellectual property (and derivative works thereof) and (c) to sublicense to third parties the foregoing rights, including the right to sublicense to further third parties.

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:
ATTN: _____

City of Gig Harbor
ATTN: _____
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335
253-851-6170

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

17. Entire Agreement. This Agreement represents the entire integrated agreement between the City and the Consultant, superseding all prior negotiations, representations or agreements, written or oral. This Agreement may be modified, amended, or added to, only by written instrument properly

signed by both parties hereto. If extending the duration of the Agreement only, the parties may agree to such duration extension by written instrument approved and signed by the Consultant and by the Department Director if all other terms of the Agreement are unchanged and remain in full force and effect for the entire new duration of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement this day of _____, 2024.



CONSULTANT

By: Mike Chang

Its: Director

CITY OF GIG HARBOR

By: _____

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Scope of Work: Gig Harbor Climate Element

Section 1 – Task 1 — Initialize Project & Project Management

Task 1.1 Form project team and hold kickoff meeting

Project Management

Our project team works closely with your staff team to implement the project plan, adjust as needed to keep the process on track, and problem-solve if unforeseen circumstances arise. Our approach to project management runs smoothly through regular communication, organizational tools, and built-in efficiencies, including:

- **A project kick-off meeting** with the Client project team to learn more about ultimate project goals and outcomes (e.g., “what will success look like for both process and outcome?”); opportunities to dovetail this project with other City initiatives and planning documents; community and stakeholder engagement goals, activities, and lessons learned; opportunities to incorporate equity; client/consulting team roles, responsibilities, and expectations; and branding and style guide needs for project deliverables.
- Staff invited to the kick-off will form the **Climate Policy Advisory Team (CPAT)** that will be engaged throughout the project. The CPAT will consist of mostly internal City department stakeholders (e.g. planning, emergency management, city manager’s office, public works, landbank/parks).
 - Consultant will prepare meeting agendas for the internal Climate Policy Advisory Team (CPAT), provide facilitation, and generate summary meeting notes for each meeting (up to three) in Tasks 2 and 6.
- At the kick-off meeting, we will also **identify relevant policies, programs, and plans** to review as part of the policy audit (Task 2). The Consultant will share a preliminary list of topics, policies, programs, and case studies to investigate in our policy audit, and confirm focus areas with the client project team and the CPAT for Task 2.
- **Bi-weekly check-ins** with the Client project team and email or virtual check-ins as timely issues arise between scheduled check-ins. Check-ins include a standing agenda item for project timeline and budget risks.
 - Check-ins to include increased coordination and support needs for engagement led by City Staff.
- Use of the **DeltekTM project management software** for real-time monitoring of expenditures on each task, progress reports, spend-to-date, invoicing, and staff capacity management.

At the conclusion of the kick-off meeting, the City and the consultant team will have a shared understanding of the project’s goals, process, and milestones. We will capture these key elements from the kick-off meeting in a meeting summary document and build out a detailed timeline of the entire planning process.

Assumptions:

- Client project team will provide preliminary list of key staff for the kickoff meeting.
- Client project team will coordinate meeting dates and times with Client project team.
- Client project team will provide preliminary list of key staff and their expertise for the policy advisory team.

Deliverables: Kick-off meeting agenda, facilitation, and summary notes; Project workplan and detailed timeline; Biweekly coordination calls, monthly invoices with activity reports.

Timeline: Ongoing

Section 2, Task 2 — Audit Plans and Policies

Task 2.1 Identify and gather relevant plans and policy documents

We will complete an audit of existing plans, policies, and regulations to better understand what climate planning Gig Harbor has completed to date, documents to review could include the following: City of Gig Harbor Comprehensive Plan, Shoreline Master Program, Gig Harbor Hazard Mitigation Plan, City of Gig Harbor Operations Sustainability Plan, Gig Harbor Climate Action Plan (CAP) and peer city climate action plans and programs. This initial list will be vetted by Client project team and CPAT at the Kick-off meeting, and after, to ensure critical assets across the City are identified at the beginning of the planning process.

Consultant team will facilitate a meeting with CPAT to share draft memo results and gather feedback to inform memo revisions and inform policy interviews.

Task 2.2 Conduct staff and partner interviews to augment the policy audit

We acknowledge that not all City programs, policies, and initiatives are easily accessible through written documentation. Consultant will **conduct up to two interviews with key City staff, leadership, community partners, and/or other stakeholders, which also will be integrated into the audit.** It will be important to hear from staff and partners that work across departments and geographies to identify additional relevant documents and gain further context regarding potential gaps and overlaps with existing plans, policies, and regulations.

Task 2.3 Analyze plans and policies to identify climate mitigation and resilience policy trends, gaps, and opportunities

We will organize the review into a **database**. The review will be summarized in a **Gap and Opportunity Analysis memorandum** that clearly identifies the planning documents/resources and compiles key climate-related goals and policies of potential relevance to the City. The database and memo will also collate key climate resilience considerations that existing measures address within priority sectors. We will identify **policy trends and gaps** in the existing policies and will include policy recommendations for the Resilience Sub-Element.

The Consultant will facilitate a meeting with CPAT to review final memo results, and will circulate the draft memo for client team review and will incorporate edits prior to finalizing the document.

Assumptions:

- Client project team will provide initial list of existing plan resources for review, including outside sources.
- Client project team will identify who to participate in the policy interviews.
- Client project team will provide edits and circulate to appropriate staff to review.
- Client project team will collate comments and reconcile conflicting comments.
- This includes two rounds of Client project team review for each deliverable.

Deliverables: Draft and Final Policy Gap and Opportunity Assessment Memorandum

Timeline for task deliverable: 11/15/2024

Section 3, Task 3 — Engagement Support

Task 3.1 On-call engagement support

The consultant team will be available for on-call engagement support throughout the project duration as budget allows. The Client project team Where possible, we recommend streamlining Climate Element engagement activities with engagement activities for the broader Comprehensive Planning process to ensure alignment, improve efficiency, and avoid participant burnout.

On-call support could include:

- Material creation (flyers, social squares, slide decks, factsheets, etc.)
- In-person support at events (workshops, tabling, etc.)
- Planning, logistics and administrative support (coordination of venues, etc.)
- Support in analysis and synthesis of feedback collected from engagement

Assumptions:

- Client project team will provide edits and circulate to appropriate staff to review.
- Client project team will collate comments and reconcile conflicting comments.
- Client project team to lead engagement.
- Client project team to provide edits to materials created and circulate to appropriate staff to review.
- Client project team will collate comments and reconcile conflicting comments.
- This includes two rounds of Client project team review for each deliverable.
Developed by the consultant team.
- On- call engagement support is for public-facing audiences and internal staff engagement will be separate for Tasks 2.2 and 5.1.

Deliverables: Dependent on client requests

Timeline for task deliverable: 6/1/2025

Section 4, Task 4 — Quantitative and Spatial Vulnerability Assessment

Task 4.1 Internal engagement

We will prepare a memo summarizing climate vulnerability and risks to community assets and include preliminary identification of necessary policies for each sector and present these findings to partners, and staff.

To vet the climate impacts and concerns we identify, we recommend conducting internal engagement to incorporate expert knowledge from Client project team across departments (e.g., Public Works, Health and Community Services, Emergency Management, etc.), key partners (e.g., Conservation District) as appropriate and city residents to identify information related to exposure, sensitivity, and adaptive capacity.

The type and number of internal engagement activities will be determined via engagement planning and scoped according to budget, but we recommend holding one (1) staff and partner listening session and one (1) community listening session to identify what City functions, sectors, and communities are most vulnerable to climate change (e.g., from flooding, smoke, heat events, etc.). These listening sessions will help frame a resilience approach that is comprehensive, integrated with other City needs and goals, and broadly

supported by the community. We will use these findings to support goal and policy development and prioritization.

Task 4.2 Vulnerability Analysis – quantitative analysis on four sector-focused vulnerability assessments with spatial data layers

We will work with the City to determine a scale and approach to the vulnerability assessment that is appropriate for this project, though we expect to include the following steps, which draw on the framework developed by the Climate Impacts Group (CIG) and King County, *Preparing for Climate Change – A Guidebook for Local, Regional, and State Governments*:

- **Step 1. Define Terms.** We will provide a brief overview of a vulnerability assessment and its components of exposure, sensitivity, and adaptive capacity. We will work with the City to agree upon definitions for high, medium, and low exposure, sensitivity, and adaptive capacity.
- **Step 2. Identify Exposure, Sensitivity, and Adaptive Capacity Indicators.** Cascadia will coordinate with the City to identify what maps will be needed to both conduct the vulnerability assessment and to communicate the findings. We will develop a potential list of sensitivity and adaptive capacity indicators by referencing comparable vulnerability assessments, technical guidance documents, and City staff priorities.
- **Step 3. Physical Vulnerability Analysis and Scoring.** We will conduct this analysis to understand how different physical assets the City is interested in – such as open spaces and parks or transit infrastructure – are exposed to various climate impacts including heavy precipitation and urban flooding, extreme heat, and sea level rise. We will map key results in ArcGIS and will use existing peer-reviewed research and published reports to qualitatively complement the spatial analysis to get a more comprehensive understanding of climate risks and vulnerability.
- **Step 4. Social Vulnerability Analysis and Scoring.** For community-oriented focus areas, such as public health, community well-being, and local economy, we will develop maps comparing relative vulnerability by census tract using the indicators we collect. To do this, we will normalize each dataset into an index to allow for comparability across census tracts. Indices will be on a scale of zero to one, where zero means lower vulnerability and one means higher vulnerability.
- **Step 5. Vulnerability Assessment.** The final step brings the three separate analyses together. We will use a matrix to categorize sectors, resources, and communities by their vulnerability level (based on agreed-upon definitions from step 1) and identify the most vulnerable—that is, those with high exposure, high sensitivity, and low adaptive capacity. We will map results in ArcGIS, highlighting census tracts with the highest relative vulnerability to climate change across each focus area. We will complement this analysis with qualitative analysis to describe the full scope of potential impacts and vulnerability within each focus area.

Vulnerability assessments build on the impacts assessment by identifying **key climate impacts to community infrastructure** while assessing **exposure, sensitivity, and adaptive capacity**. They provide a more robust picture of climate impacts on which we can begin building specific climate policies for the Climate Resilience Sub-Element.

Task 4.3 Draft and final climate vulnerability assessment

We will prepare a memo summarizing climate vulnerability and risks to community assets and include preliminary identification of necessary policies for each sector. This will allow the vulnerability assessment to seamlessly flow into the CE planning process. We use easy-to-understand narratives and graphics that serve as quick and clear references to the relative vulnerability of sectors, resources, and communities in the City.

Assumptions:

- Client project team will provide edits and circulate to appropriate staff to review. Up to two rounds of review.
- Client project team will collate comments and reconcile conflicting comments.

Deliverables:

- **Two (2) one hour listening sessions** with agenda, materials, and meeting summary
- **Climate impacts summary memo**
- **Public-facing factsheets** for high-level takeaways for each focus area
- **Up to 35-page vulnerability assessment for Gig Harbor.** This vulnerability assessment will include a review of up to (20) source documents, a qualitative and quantitative analysis of up to four (4) focus areas, and up to five (5) vulnerability and risk maps total. It will be designed in Microsoft Word and will incorporate two rounds of revisions from the City.

Timeline for task deliverable: 3/5/2025

Section 5, Task 5 — Draft Climate Element

Task 5.1 - 5.3 Draft climate element goals and policies

Develop Goals: We will identify resilience goals and policies that are based on the results of the climate impacts, the policy audit and the vulnerability assessment. The draft goals and policies will be categorized around key climate risks and vulnerabilities and include **overarching adaptation goal statements** —as well as **strategy-level policies** (5-10 per climate risk category) to support adaptation goals, metrics, and long-term measurements.

Develop Policies: We will work together with Staff and partners to refine and prioritize goals and policies. We will consider resilience policies across sectors including transportation, infrastructure, agriculture, and energy. We will summarize the final policy list in a Commerce Workbook, which will include a list of co-benefits, source hazard the policy addresses, equity considerations, and sector.

Identify Policy Co-Benefits: Co-benefits are the extent to which an action achieves multiple City objectives beyond its climate goals, such as improving quality of life/public health or benefitting local businesses. We will work with Gig Harbor to determine which co-benefits they would like to prioritize.

Equity Assessment: We will evaluate the potential impacts of goals and policies on people in overburdened communities; our assessment approach assigns qualitative numerical scores to each evaluated policy based on a criteria matrix to ensure consistency in scoring throughout the evaluation. Findings will be summarized and provided to the City for feedback.

Review and Finalize Resilience Goals and Policies: The tasks and deliverables completed up to this point in this process build on one another and culminate in this final integration task.

We will conduct a final CPAT meeting to review the draft climate element and incorporate feedback.

The final Climate Element can either be developed as a standalone document or integrated into the City's Comprehensive Plan. Either way, we will use existing styles and frameworks to ensure it aligns with other City documents. We will develop a public draft document and incorporate any feedback into the final plan. Finally, we consult with the Mayor, City Council, and community partners to ensure final deliverables that reflect all input.

Assumptions:

- Client project team will provide edits and circulate to appropriate staff to review.
- Client project team will collate comments and reconcile conflicting comments.
- This includes two rounds of Client project team review for each deliverable.

Deliverables: Draft Climate Element

Timeline for task deliverable: 3/15/2025

Section 6, Task 6 — Final draft climate element

Task 6.1 - 6.2 Presentation of finalized draft to the planning commission for review and markup + Revision and approval of final climate element

The Climate Element will be made available for public comment by the consultant prior to presentation to the Planning Commission.

We will support the presentation to the Planning Commission of the finalized draft and provide an online version of the final draft Climate Element for further review and markup. We will develop a comment tracker for the Planning Commission comments and will work closely with the client project team to determine best next steps for addressing the comments. As with all Cascadia deliverables, the final versions are independently reviewed by our internal Editorial Board to ensure that the writing and final presentation materials are clear, error free, and easy to understand. Cascadia's graphic design team will also be available to create custom graphics and presentation materials, if desired.

Assumptions:

- Planning Commission will provide edits.
- Client project team will reconcile conflicting comments.
- This includes two rounds of Client project team review for each deliverable.

Deliverables: Draft climate element (standalone or integration)

Timeline for task deliverable: 6/15/2025

BUDGET

Task	Budget
Task 1: Initialize Project & Project Management	\$10,000
Task 2: Audit Plans and Policies	\$20,000
Task 3: Engagement Support	\$10,000
Task 4: Vulnerability Assessment	\$75,000
Task 5: Draft Climate Element	\$50,000
Task 6: Draft Final Climate Element	\$10,000
TOTAL	\$175,000

STAFF RATES

Staff	Rate
Project Manager	\$170
Policy Lead	\$140
Policy Advisor	\$175
Project Support	\$125
Engagement Support	\$125
Vulnerability Assessment Lead	\$175
Vulnerability Assessment Advisor	\$225
GIS Specialist	\$150
Principal in Charge	\$290
Graphic Designer	\$165



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

Meeting Date: August 12, 2024

SUBJECT: Resolution 1319 Adopting Budget and Financial Policies

SUBMITTED BY: City Clerk Josh Stecker

DEPARTMENT: Administration

PHONE: (253) 853-7613

SUGGESTED MOTION: Move to approve Resolution 1319.

BACKGROUND INFORMATION: The city last updated its financial policies in October 2017. Since that time, the city has transitioned from a biennial budget to an annual budget and back again and the old financial policies are not consistent with current budgeting practices. Because of this, a new policy has been prepared for council's consideration.

There are a few substantive revisions to the policies:

- The Strategic Reserve Fund has been reduced in scope to provide the maximum allowed reserve for "rainy day" funding. A "rainy day" fund is limited by [RCW 35A.33.145](#) to \$0.375 per \$1,000 of assessed valuation (approximately \$1.8 million in 2023). This fund previously included a "strategic" portion that could be used for large expenses like land purchases. The Strategic Reserve Fund balance will be reduced from \$2.63 million to \$1.8 million. As a result of this change, approximately \$850,000 will be transferred from the Strategic Reserve Fund to the General Fund beginning balance for 2025 to assist in funding the Civic Center HVAC.
- The Equipment Reserve Fund remains unchanged. This fund has not been used since its creation five years ago. During the 2025-26 budget process, staff will be addressing how best to employ these funds to address the city's General Fund equipment needs.
- The budget calendar has been revised to make the deadlines consistent with state law. It also clarifies the process of preparing the budget by defining the distinct steps of budget preparation: 1) proposed preliminary budget, 2) preliminary budget, and 3) final budget.

Council reviewed the updated policies at its July 25 study session and directed staff to prepare the policies for adoption by resolution.

FISCAL CONSIDERATION: N/A

ATTACHMENTS:

1. Resolution 1319
2. Resolution 1095

STRATEGIC PLAN PRIORITY: Strategic Plan Priority 2- Ensure sustainable future for public services and facilities.

RESOLUTION 1319

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ESTABLISHING FINANCE POLICIES FOR BUDGETED FUND BALANCES, RESERVE FUND CONTRIBUTIONS, MULTI-YEAR FORECASTS, REVENUE ESTIMATES AND BUDGET CALENDAR

WHEREAS, the City Council of Gig Harbor recognizes the importance of sound financial planning and clear policies and guidelines for financial management; and

WHEREAS, the city council recognizes that it is essential for the city to maintain adequate levels of fund balance to mitigate current and future risks (e.g., revenue shortfalls and unanticipated expenditures); and

WHEREAS, the city council recognizes the value of reserve funds in order to mitigate unforeseen circumstances and/or opportunities; and

WHEREAS, the city council recognizes multi-year forecasting and sound estimation of future revenues in order to identify future revenue and expenditure trends that may have an immediate or long-term influence on government policies, strategic goals, or community services; and

WHEREAS, the city council desires to establish a budget process that ensures both the city council and Gig Harbor residents have ample time to provide input into the budget process;

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

Section 1. The city council hereby adopts the Budget and Financial Policies attached hereto as Exhibit A as the financial policies for the City of Gig Harbor.

ADOPTED by the City Council of the City of Gig Harbor at a regular meeting thereof, held this 12th day of August, 2024.

Tracie Markley
Mayor

Attest:

Joshua Stecker
City Clerk

EXHIBIT A

	CITY OF GIG HARBOR – POLICIES AND PROCEDURES	
	TITLE: Budget and Financial Policies	
POLICY MANUAL SECTION & NO.	EFFECTIVE DATE:	APPROVED:

PURPOSE

In order to address best management practices for budgeting purposes.

POLICY

Fund Balances

- The City will maintain General Fund and Street Operating Fund undesignated balances equal to 60 days of average daily operating expenditures.
- Because budgeted capital projects are established with a contingency amount, non-enterprise capital project funds (street capital and park capital, for example) are not required to maintain an undesignated fund balance. However, pro-rata contributions from developers for future public projects must be identified and accounted for either as reserved fund balance or a current year expense in the affected capital fund.
- Fund balances in enterprise funds shall be maintained at levels established through rate studies or at levels equal to a target of 60 days of operations and maintenance expenses that are necessary to meet operating, capital, and contingency requirements.
- Balances in other funds will comply with State law and/or debt service requirements.

Reserve Fund Contributions

The city has two distinct reserve funds (aside from reserve funds required for bond issues): the Strategic Reserve Fund and the Equipment Replacement Reserve Fund. The purposes and policies of these two reserve funds are described as follows:

Strategic Reserve Fund. The Strategic Reserve Fund is established to insulate the city from revenue fluctuations, economic downturns (i.e., “rainy days”), and other contingencies such as emergencies and disasters, uninsured losses, and tax refunds.

A “rainy day” fund is limited by [RCW 35A.33.145](#) to \$0.375 per \$1,000 of assessed valuation (approximately \$1.8 million in 2023). The target balance for the Strategic Reserve Fund should be the maximum amount allowed.

Equipment Replacement Reserve Fund. This fund is intended to establish a reserve that will fund at least a portion of vehicles and equipment as they are replaced, thereby

reducing the expenditure spikes that can otherwise occur. Only the General Fund will contribute to this fund. Enterprise funds will pay for their share of equipment and vehicles on a pay-as-you-go basis, as established and planned for in the utility rate studies. As part of the city's multi-year financial forecasting, the city administrator will recommend a target amount for this fund over multiple years, based on projected equipment and vehicle needs and life spans. Each year the city council, at its discretion, will add to and/or spend from this fund, based on the needs of the city. No spending from this fund will be authorized without city council approval. In extenuating and difficult financial times, the city council may delay vehicle and equipment purchases and transfer money from this fund back into the General Fund.

Multi-Year Forecast

Each year the city will update expenditure and revenue forecasts for the next six years. The purpose of this forecast is to determine the long-term sustainability of operational and capital programs given limited revenue streams and resources. A multi-year forecast also facilitates budget decisions and strategic planning that go beyond biennial budget horizon.

The six-year forecast shall be presented to the city council as part of the budget preparation and review process each year. The forecast shall include General, Street Operating and Capital, Park Development, Water, Sewer and Storm Funds.

Revenue Estimates

Generally, revenue estimates shall not assume growth rates in excess of inflation and scheduled rate increases. Actual revenues that are overestimates will be recognized through budgetary adjustments only after it takes place. This minimizes the likelihood of either a reduction in force or service level in the event revenues would be less than anticipated.

Budget Calendar

Cities that have adopted a biennial (two-year) budget have the same statutory deadlines as cities which budget annually, with the addition of a budget review and adjustment eight to 12 months into the first year. By law, the biennium must begin on January 1 of an odd-numbered year. The odd year procedures are listed below and are followed by procedures for the mid-year of the biennial budget.

- **Date to be determined administratively:** The city administrator submits notice to department directors to file budget narratives (functions, goals, objectives, performance measures, and staffing requests). Department directors solicit suggestions from and conduct discussions with their staff. Completed narratives and forms are returned to the finance department.
- **Second Monday in September:** The finance director submits notice to department directors to submit detailed estimates of the probable revenue from sources other than ad valorem taxation and of all expenditures required by the department for the ensuing fiscal biennium. The notice shall be accompanied by the proper forms provided by the finance director, prepared in accordance with the requirements and classification established by the state auditor ([RCW 35A.34.050](#)). Responses from department directors are due within 14 days.

- **First business day in October:** The city administrator provides the mayor with the proposed preliminary budget. The proposed preliminary budget shall set forth the complete financial program of the city for the ensuing fiscal biennium, showing the expenditure program requested by each department and the sources of revenue by which each such program is proposed to be financed.

The revenue section shall set forth in comparative and tabular form for each fund the actual receipts for the last completed fiscal biennium, the estimated receipts for the current fiscal biennium, and the estimated receipts for the ensuing fiscal biennium, which shall include the amount to be raised from ad valorem taxes and unencumbered fund balances estimated to be available at the close of the current fiscal biennium.

The expenditure section shall set forth in comparative and tabular form for each fund and every department operating within each fund the actual expenditures for the last completed fiscal biennium, the appropriations for the current fiscal biennium, and the estimated expenditures for the ensuing fiscal biennium ([RCW 35A.34.070](#)).

- **October:** Council holds budget study sessions based on the proposed preliminary budget. At these study sessions, council may make suggestions for inclusion in the mayor's preliminary budget.
- **November 2:** The mayor submits the preliminary budget (including the mayor's message) to the city council ([RCW 35A.34.080](#)). This budget is based on priorities established by council and estimates provided by city departments during the preceding months, prioritized and balanced with revenue estimates made by the finance director. The city clerk publishes notices of the filing of the preliminary budget and the ensuing public hearings ([RCW 35A.34.100](#))
- **First Regular Meeting in November:** The city council conducts public hearings on revenue sources and the preliminary budget (first reading of the ordinance adopting the final budget). Council adopts a resolution certifying the Regular Ad Valorem Tax Levy upon Real Property ([RCW 35A.34.090](#))
- **Second Regular meeting in November:** Council holds a public hearing on the final budget (second reading and adoption of the ordinance adopting the final budget). This public hearing may be continued until no later than December 7, if necessary ([RCW 35A.34.110](#)). The ordinance adopting the final budget must be approved by December 31 ([RCW 35A.34.120](#)).

Mid-biennial Budget Review

The mid-biennium review must:

- Consist of any proposed modifications to the adopted biennial budget
- Be advertised and published in a manner similar to other ordinances of the city (if it results in an ordinance)

- Include procedures for notice to the members of the council and public
- Be in the form of an ordinance (if any changes are proposed)([RCW 35A.34.130](#))

RESOLUTION NO. 1095

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ESTABLISHING FINANCE POLICIES FOR BUDGETED FUND BALANCES, RESERVE FUND CONTRIBUTIONS, MULTI-YEAR FORECASTS, REVENUE ESTIMATES AND BUDGET CALENDAR.

WHEREAS, the City Council of Gig Harbor recognizes the importance of sound financial planning and clear policies and guidelines for financial management; and

WHEREAS, the City Council of Gig Harbor recognizes that it is essential for the City to maintain adequate levels of fund balance to mitigate current and future risks (e.g., revenue shortfalls and unanticipated expenditures) and to ensure stable tax rates; and

WHEREAS, the City Council of Gig Harbor recognizes the value of reserve funds in order to mitigate unforeseen circumstances and/or opportunities; and

WHEREAS, the City Council of Gig Harbor recognizes multi-year forecasting and sound estimation of future revenues in order to identify future revenue and expenditure trends that may have an immediate or long-term influence on government policies, strategic goals, or community services; and

WHEREAS, the City Council of Gig Harbor desires to establish a budget process that ensures both the City Council and the citizens ample time for input into the process; now, therefore,

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

The City Council hereby adopts the Budget and Financial Policy attached hereto as Exhibit "A" and incorporated herein by this reference as the Budget and Financial

Policy for the City of Gig Harbor.

PASSED by the City Council this 9th day of October, 2017.

APPROVED:


MAYOR, JILL GUERNSEY

ATTEST/AUTHENTICATED:


CITY CLERK, MOLLY M. TOWSLEE

APPROVED AS TO FORM;
OFFICE OF THE CITY ATTORNEY:

BY: 
ANGELA G. SUMMERFIELD

FILED WITH THE CITY CLERK: 09/27/17
PASSED BY THE CITY COUNCIL: 10/09/17
RESOLUTION NO. 1095

EXHIBIT 'A'

	CITY OF GIG HARBOR – POLICIES AND PROCEDURES		
	TITLE: Budget and Financial Policies		
POLICY MANUAL SECTION & NO. F-17-01	EFFECTIVE DATE: 10-09-17 REVISED DATE:	APPROVED:	

PURPOSE

In order to address best management practices for budgeting purposes.

POLICY

Fund Balances

- The City will maintain General Fund and Street Operating Fund undesignated balances equal to 60 days of average daily operating expenditures.
- Because budgeted capital projects are established with a contingency amount, non-enterprise capital project funds (street capital and park capital, for example) are not required to maintain an undesignated fund balance. However, pro-rata contributions from developers for future public projects must be identified and accounted for either as reserved fund balance or a current year expense in the affected capital fund.
- Fund balances in enterprise funds shall be maintained at levels established through rate studies or at levels equal to a target of 60 days of operations and maintenance expenses that are necessary to meet operating, capital, and contingency requirements.
- Balances in other funds will comply with State law and/or debt service requirements.

Reserve Fund Contributions

Reserve Funds

The City has three distinct reserve funds (aside from reserve funds required for bond issues): Civic Center Debt Reserve Fund, Strategic Reserve Fund, and Equipment Replacement Reserve Fund. The Civic Center Debt Reserve Fund has been in place and accumulating since 2002, and the other two were newly established in 2011. The purposes and policies of these three reserve funds are described as follows:

Civic Center Debt Reserve Fund. The purpose of this fund is to build up a balance large enough to retire all or a significant portion of the Civic Center debt several years prior to maturity in 2026. The Civic Center bonds will be callable in 2020, at which time the City

Council may wish to retire all or a portion of the bonds, depending on the accumulated balance in the reserve fund, cost of money at the time, and/or other priorities.

Strategic Reserve Fund. The Strategic Reserve fund was established to 1) take advantage of strategic opportunities as they arise (key land purchases or matching funds for capital grants, for example); and 2) insulate the City from revenue fluctuations, economic downturns (i.e., “rainy days”), and other contingencies such as:

- Emergencies and disasters
- Uninsured losses
- Tax refunds

The “rainy day” portion of the Strategic Reserve fund is limited by RCW 35A.33.145 to \$0.375 per \$1,000 of assessed valuation.

The target balance for the “strategic” portion of this fund is \$3,000,000.

The City may use General Fund operating revenues and undesignated fund balances to build up this fund. Each budget cycle, the City Council will establish a target amount for this fund based on a percentage of operating expenditures or some other method at the City Council’s discretion.

If drawn down, the Strategic Reserve Fund rainy day balance should be replenished back to the targeted amount within three years. Spending from this fund shall not be done without City Council authorization.

Equipment Replacement Reserve Fund. This fund is intended to establish a reserve that will fund at least a portion of vehicles and equipment as they are replaced, thereby reducing the expenditure spikes that can otherwise occur. Only the General Fund will contribute to this Fund. Enterprise Funds will pay for their share of equipment and vehicles on a pay-as-you-go basis, as established and planned for in the utility rate studies. As part of the City’s multi-year financial forecasting, the City Administrator will recommend a target amount for this Fund over multiple years, based on projected equipment and vehicle needs and life spans. Each year the City Council, at its discretion, will add to and/or spend from this fund, based on the needs of the City. No spending from this fund will be authorized without City Council approval. In extenuating and difficult financial times, the City Council may delay vehicle and equipment purchases and transfer money from this fund back into the General Fund.

Multi-Year Forecast

Each year the City will update expenditure and revenue forecasts for the next six years. The purpose of this forecast is to determine the long-term sustainability of operational and capital programs given limited revenue streams and resources. A multi-year forecast also facilitates budget decisions and strategic planning that go beyond biennial budget horizon.

The six year forecast shall be presented to the Council Finance & Safety Committee prior to September each year. The forecast shall include General, Street Operating and Capital, Park Development, Water, Sewer and Storm funds.

Revenue Estimates

Generally revenue estimates shall not assume growth rates in excess of inflation and scheduled rate increases. Actual revenues that are over estimates will be recognized through budgetary adjustments only after it takes place. This minimizes the likelihood of either a reduction in force or service level in the event revenues would be less than anticipated.

Budget Calendar

Cities and towns that have adopted a biennial (two-year) budget have the same statutory deadlines (see chapters 35.34 RCW and 35A.34 RCW), with the addition of a budget review and adjustment eight to 12 months into the first year. By law, the biennium must begin on January 1 of an odd-numbered year. The odd year procedures are listed below and are followed by procedures for the mid-year of the biennial budget.

- ☐ First week in May - The City Administrator submits notice to department directors to file budget narratives (functions, goals, objectives, performance measures, and staffing requests). Department directors solicit suggestions from and conduct discussions with their staff. Completed narratives and forms are returned to Finance Department.
- ☐ First week in June - The City Administrator submits notice to department directors to file budget requests and forms for funding levels and requests.
- ☐ First week in August - Department directors return appropriation requests, revenue estimates, and forms, and meet with City Administrator to discuss budget requests and review department objectives/programs.
- ☐ First week in September - City Administrator provides the Mayor with the proposed preliminary budget. The Mayor and City Council may hold a retreat to establish priorities for the upcoming budget.
- ☐ September 30 - The Mayor submits the proposed budget to the City Council. This budget is based on priorities established by the Council and estimates provided by city departments during the preceding months, prioritized and balanced with revenue estimates made by the finance director.
- ☐ October (third Monday and Tuesday) - The Council holds budget study sessions.
- ☐ November (regular Council meetings) - The Council conducts public hearings on the proposed budget.

- Prior to December 31 - The Council makes its adjustments to the proposed budget and adopts by ordinance a final balanced budget.

The mid-biennium review must:

- Consist of any proposed modifications to the adopted biennial budget
- Be advertised and published in a manner similar to other ordinances of the city (if it results in an ordinance)
- Include procedures for notice to the members of the council and public
- Be in the form of an ordinance (if any changes are proposed)

Guild Negotiations

In recognition of the fact that employee compensation is a significant and ever increasing portion of the City's annual expenditures, the City Administrator shall meet with the City Council, or a designated representative thereof, prior to initiating negotiations with the employee guilds. The City Council, or Council Representative, shall be included in all subsequent negotiations.



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

Meeting Date: August 12, 2024

SUBJECT: Professional Services Contract Amendment #5 – Burnham Drive Improvements Phase 1A

SUBMITTED BY: Project Engineer Marcos McGraw

DEPARTMENT: Public Works

PHONE: (253) 853-2647

SUGGESTED MOTION: Authorize the mayor to execute Amendment #5 to the Professional Services Contract with David Evans and Associates for design efforts to add artistic finish to the concrete barrier on the new bridge in an amount not to exceed \$15,517.18.

BACKGROUND INFORMATION: On April 13, 2020, the city council approved a professional services contract with David Evans & Associates (DEA) to provide preliminary engineering services for improvements to the east side of Burnham Drive between the Eagles driveway and 96th Street. These services consisted of investigation, studies, and exhibits for three roadway cross-section alternatives for improvements along one side of the street. Council, during the regular meeting on November 9, 2020, selected the preferred alternative as number 3 "combined-use path" with replacement of the failed culvert near 96th Street.

Amendment #1 to the professional services contract from January 25, 2021, directed DEA to proceed with design and permitting that are required to prepare plans, specifications, and estimates to advertise the work.

Amendment #2 to the professional services contract from June 27, 2022, directed DEA to prepare documents requested by the US Army Corps of Engineers describing mitigation measures due to project impacts by adjacent wetlands.

Amendment #3 to the professional services contract from February 27, 2023, directed DEA to provide services for design updates, perform a cultural resource study, consultation with National Marine Fisheries (NMFS), and appraise the value of a temporary construction easement associated with an adjacent property.

Amendment #4 to the professional services contract from May 13, 2024, directs DEA to provide services for construction support as needed.

The proposed Amendment #5 to the professional services contract directs DEA to provide services for design efforts to create details and specifications for the contractor to place artistic finish on the exposed finish of the concrete barrier on the new bridge depicting native salmon.

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

2023-24 Budget Project Funding:	
Storm Capital (Objective #4 – culvert replacement)	\$ 2,500,00.00
Transportation Benefit District (City)	\$ 706,973.00
Hospital Benefit Zone (HBZ)	\$ 400,000.00
Puget Sound Energy (pavement restoration)	\$ 137,500.00
Burnham Drive Apartments (frontage Improvements – HEX Decision)	\$ 110,194.00
Transportation Improvement Board (TIB) grant	\$ 1,524,574.00
Total 2023-24 Budget:	\$5,379,241.00
Project Expenses:	
Professional Services Contract – David Evans & Associates / design contract [previously awarded]	(\$45,739.00)
Professional Services Contract – David Evans & Associates / construction support contract	(\$281,812.00)
Public Works Construction Contract – Active Construction, Inc.	(\$4,603,603.00)
Materials Testing Services – Construction Testing Laboratories	(\$48,087.00)
City Engineer Change Order Authority Amount *	(\$400,000.00)
Professional Services Contract Amendment #5	(\$15,517.18)
Total Project Expenses:	(\$5,394,758.18)

Expenditure Required:	Amount Budgeted:	Appropriation Required:
\$15,517.18	\$4,950.000.00	\$0.0

ATTACHMENTS:

1. AMEND 5 PSC_DRAFT_MC
2. SCOPE AND FEE FOR AMEND #5

STRATEGIC PLAN PRIORITY: Strategic Plan Priority 6 - Provide a safe, healthy, and inclusive community

**FIFTH AMENDMENT
TO
PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
DAVID EVANS AND ASSOCIATES**

THIS FIFTH AMENDMENT is made to that certain Professional Services Contract dated April 16, 2020 (the "Agreement"), by and between the City of Gig Harbor, a Washington municipal corporation (hereafter the "City"), and David Evans and Associates, a corporation organized under the laws of the State of Washington (hereafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in completing the Burnham Drive Half Width Improvements Phase 1A Project and desires to extend consultation services in connection with the project; and

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

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

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

2. Payment. Section 2(A) of the Agreement is amended to increase compensation to the Consultant for the work to be performed as described in **Exhibit A** in an amount not to exceed Fifteen Thousand, Five Hundred Seventeen Dollars and Eighteen Cents, (\$15,517.18), as shown in **Exhibit B**, attached to this Amendment and incorporated herein.

3. Duration of Work. Section 3 of the Agreement is amended to extend the duration of this Agreement to December 31, 2025.

[Remainder of page intentionally left blank.]

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

IN WITNESS WHEREOF, the parties have executed this Amendment on this _____ day of _____, 2024.

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its Principal

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF GIG HARBOR

**SCOPE OF SERVICES
for
Barrier form Liner - Fish
for
CSP 2003 Burnham Drive Improvements Phase 1a**

INTRODUCTION

David Evans and Associates, Inc. (DEA) will provide construction services support, on an as needed basis, for Burnham Drive Improvements Phase 1a as provided in this Scope of Services as shown below for Barrier Form Liner.

TASK - PROJECT MANAGEMENT

For this task DEA will:

- Provide project management of its staff and services for this activity.

TASK – Barrier Form Liner

For this task DEA will:

- Will utilize existing WSDOT design from Cowlitz river job # 21X326
- Will convert WSDOT MicroStation files to AutoCAD
- Will develop specifications
- Will provide pdf and CADD files to the city so the contractor can work with form liner company to develop form liner
- DEA will coordinate through the city/contractor with form line company to make refinements in design
DEA will review form liner submittals

Gig Harbor Burnham
Barrier Form Liner

Exhibit B

LABOR HOURS											
			1	2	3	4	9	29	30		
Work Element #	Work Element	Total Hours	David Evans and Associates, Inc.								
			Project Manager	Principal-in-Charge	QC Manager	Engineering Lead	Design Engineer	Project Coordinator	Project Accountant	Subtotal DEA Hours	Subtotal Labor Cost
	direct rates:		\$91.00	\$110.00	\$90.00	\$82.00	\$45.00	\$40.00	\$40.00		
1.0	Project Management	9	4	1	1			2	1	9	\$684
	Project Management	9	4	1	1			2	1	9	\$684
2.0	Barrier Form Liner	75	1			26	48			75	\$4,383
	Convert to AutoCad	44				4	40			44	\$2,128
	Develop Specifications	12				12				12	\$984
	Design refinement	13	1			4	8			13	\$779
	Submittal review	6				6				6	\$492
	Total Labor Hours	84	5	1	1	26	48	2	1	84	\$5,067

Gig Harbor Burnham
Barrier Form Liner
0

A. Summary of Estimated Man Hours

	Role	Name	Hrs.	x	Direct Rate	=	Cost
1	Project Manager		5		\$ 91.00		\$455
2	Principal-in-Charge		1		\$ 110.00		\$110
3	QC Manager		1		\$ 90.00		\$90
4	Engineering Lead		26		\$ 82.00		\$2,132
9	Design Engineer		48		\$ 45.00		\$2,160
29	Project Coordinator		2		\$ 40.00		\$80
30	Project Accountant		1		\$ 40.00		\$40
Total Hrs.			84				

Total Raw Labor Cost \$ 5,067

Payroll Taxes, Fringe Benefit Costs, and G&A Overhead

Overhead = \$ 8,887

FCCM = \$ 44

Profit

Profit = \$ 1,520

Subtotal Labor Costs \$ 15,517

Reimbursable Expenses

David Evans and Associates Subtotal \$ 15,517

DEA Total

\$ 15,517.18

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
M	Aug. 12	5:30pm	City Council Meeting	<i>See Agenda</i>
W	Aug. 14	10:00am	Arts Commission	• Love Lock Art • Public Art Ideas • 2025-26 Work Plan and Budget
TH	Aug. 15	3:00pm	City Council Study Session	• North Harborview Drive Bridge Naming • Fee Schedule Updates • Sheetz v. El Dorado County - Implications on Impact Fees • B&O Discussion • Transportation Benefit District Sales Tax
TH	Aug. 15	5:30pm	Planning Commission	• 2024 Comprehensive Plan Update Discussion: Economic Development / Community Design/Implementation Elements
TU	Aug. 20	1:30 pm	Hearing Examiner Hearing	• Bucholz Boatlift Installation
TH	Aug. 22	5:30 pm	Planning Commission	• 2024 Comprehensive Plan Update Discussion: Economic Development / Community Design/Implementation Elements
TH	Aug. 22	5:30pm	Design Review Board	
M	Aug. 26	5:30pm	City Council Meeting	NO MEETING
W	Sept. 4	5:30pm	Parks Commission	
TH	Sept. 5	5:30 pm	Planning Commission	• 2024 Comprehensive Plan Update Discussion: Intro Transportation Element
M	Sept. 9	5:30pm	City Council Meeting	Consent: • Amendment #1 to Professional Services Contract – 3 J Consulting (Peacock Hill Ave Project) • Amendment #1 to Professional Services Contract – HBB Landscape Architecture (Crescent Creek Park Master Plan) Business Items: • Resolution XXXX Opposing Initiative 2117 • Resolution XXXX Adopting Revised Fee Schedule
W	Sept. 11	10:00am	Arts Commission	
TH	Sept. 12	12:00pm	Lodging Tax Advisory Committee	• Review of 2025 Lodging Tax Grant Applications
TH	Sept. 12	3:00pm	City Council Study Session	• Flock Camera Draft Policy • Proposed Policy Updates for Purchasing and Contracting

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	Sept. 12	5:30 pm	Planning Commission	• 2024 Comprehensive Plan Update Discussion: Continued Discussion Transportation
TH	Sept. 12	5:30pm	Design Review Board	
TH	Sept. 19	5:30 pm	Planning Commission	• 2024 Comprehensive Plan Update Discussion: Intro Capital Facilities /Essential Public Facilities /Utilities Elements
M	Sept. 23	5:30pm	City Council Meeting	
TH	Sept. 26	3:00pm	City Council Study Session	
TH	Sept. 26	5:30pm	Design Review Board	
TH	Oct. 3	5:30 pm	Planning Commission	• 2024 Comprehensive Plan Update Discussion: Intro Draft Comp Plan
M	Oct. 14	5:30pm	City Council Meeting	
TH	Oct. 17	3:00pm	City Council Study Session	• Senior Utility Discount Program Eligibility Update
M	Oct. 28	5:30pm	City Council Meeting	
TH	Oct. 31	3:00pm	City Council Study Session	

City of Gig Harbor Three-Year Strategic Plan 2024-2026

Adopted by Resolution 1317 on July 8, 2024

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
1. Foster a healthy city organization	- Be an exceptional employer - Retain existing workforce - Attract qualified applicants - Ensure safe work environment - Prioritize staff training - Encourage and obtain employee feedback - Fill all vacancies in a timely manner	- Re-qualify for AWC Well City designation - Conduct biennial employee satisfaction survey - Promote and enhance the city's DEI program	☐ Update personnel regulations ☐ Update safety manual and accident prevention program ☐ Consider salary & benefits study recommendations ☐ Research and Implement HR Information Systems Improvements
2. Ensure sustainable future for public services and facilities	- Provide effective and efficient municipal services - Increase city communication effectiveness - Listen to community needs and expectations - Source funding for parks, streets, and utilities - Ensure infrastructure to support community needs - Fund only capital projects the city can afford to maintain into the future	- Update utility rates as needed - Continually improve permit and land use processes - Increase resources for capital projects to move through design and construction - Review/amend TIP to improve motorized and non-motorized transportation - Maintain excellent bond rating - Annually evaluate and amend city fee schedules	☐ Create a city-wide communications plan ☐ Update public works standards ☐ Parks division organizational assessment ☐ Explore options for B&O tax and other revenue sources ☐ Explore options for Transportation Benefit District Fund uses ☐ Source funding for Sports Complex Phases 2 & 3 ☐ Develop permit processing timeline goals and metrics
3. Maintain smalltown character and historic preservation while growing responsibly	- Promote responsible growth in keeping with small town character - Address infrastructure to relieve traffic issues - Ensure adequate affordable housing - Focus on character retention and historic preservation - Decrease distance to get to a park or open space	- Annually docket comprehensive plan amendments - Support Harbor History Museum - Monitor state legislative activity - Support the arts commission - Support sister city program - Fund creative endeavor grants - Monitor short-term rentals - Conduct HOA fair annually - Support community events and programs	☐ Complete 2024 Comprehensive Plan periodic update ☐ Establish park standards ☐ Conduct Crescent Creek Park Master Plan ☐ Complete Sports Complex Phase 1 ☐ Design and construct fishermen's homeport ☐ Solicit nominations for local historic register
4. Promote environmental sustainability and preserve Gig Harbor's natural beauty	- Address climate change - Preserve tree canopy - Preserve and enhance natural character - Add undeveloped land to parks inventory	- Annually review climate action plan - Consider possible conservation properties and/or mitigation areas and activities - Assess gaps of electric vehicle charging stations - Promote commute trip reduction goals - Electrify city fleet	☐ Form climate action committee ☐ Adopt tree retention policies ☐ Annex parcels in city's parks system ☐ Transition city diesel fleet to R99 renewable diesel fuel ☐ Partner with Harbor WildWatch on environmental education
5. Promote and enhance a dynamic and robust economy	- Increase promotion of local business community - Increase vitality of the city's small businesses - Attract larger business to industrial zone - Maintain and enhance commercial fishing - Develop sewer conveyance in unserved/underserved sewer basins	- Support Downtown Waterfront Alliance - Support Chamber of Commerce - Fund tourism with lodging tax grants - Promote downtown businesses/events - Collaborate with Pierce Transit for trolley - Evaluate and amend development regulations	☐ Create a business retention and attraction plan ☐ Develop and implement a small business fair resources ☐ Develop Cultural Access Program ☐ Consider establishment of a Creative District ☐ Develop feasibility study for Community/Cultural Center ☐ Review off-street parking requirements for businesses
6. Provide a safe, healthy, and inclusive community	- Foster safe, livable and attractive community - Ensure city services are available to all residents - Implement DEI in city personnel practices - Enhance walkability and pedestrian/cyclist safety	- Provide funding for senior programming - Develop housing, health, & human services program - Support Community Diversity Engagement Committee - Ensure high standard of ADA compliance - Monitor city water system for possible treatment needs - Evaluate needs for rapid flashing beacon crossings - Continue partnerships for youth opportunities	☐ Provide funding for senior center permanent home ☐ Establish youth council ☐ Obtain police department accreditation ☐ Update emergency management plan ☐ Install Cushman Trail/Harborview Drive Connector Trail ☐ Consider installing speed cameras near parks and schools ☐ Establish an ADA parking program for public right of way ☐ Develop manganese treatment options for city water