

AGENDA
GIG HARBOR CITY COUNCIL MEETING
Monday, December 9, 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.

PRESENTATIONS

1. Recognition of the Gig Harbor Planning Commission

CHANGES TO THE AGENDA

PUBLIC COMMENT ON CONSENT AGENDA ITEMS

CONSENT AGENDA

1. City Council Minutes- November 14, 21, and 25, 2024
2. Approval of Vouchers: Check Numbers 107422 through 107510 and ACH payments in the amount of \$1,978,042.70
3. Approval of Payroll: Check Numbers 8534 through 8536 and direct deposit transactions in the total amount of \$896,115.87.
4. Professional Services Contract Amendment No. 4 for BCRA – Sub-Consultant Addition for Sports Complex Phase 1B
5. Second Reading and Adoption of Ordinance 1533 Relating to Utility Rates for the City's Water, Wastewater, and Stormwater Utilities

MAYOR'S REPORT

CITY ADMINISTRATOR'S REPORT

1. Department Updates

BUSINESS ITEMS

1. Professional Services Contract with BERK Consulting for Business & Occupation Tax Analysis

Suggested Motion: Move to authorize the mayor to execute a professional services contract with BERK Consulting for business & occupation tax analysis.

- a. Staff Report: City Administrator Katrina Knutson
- 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@gigharborwa.gov or (253) 853-7613 at least 24 hours prior to the meeting.

MINUTES
GIG HARBOR CITY COUNCIL STUDY SESSION
Thursday, November 14, 2024 – 3:00 p.m.
Civic Center Community Rooms A/B or Zoom

CALL TO ORDER / ROLL CALL Mayor Pro Tem Lykins called the meeting to order at 3:03 p.m. Councilmembers Barber, Coronado, Henderson, Rodenberg, and Woock were present. Councilmember Storset arrived at 3:08 p.m.

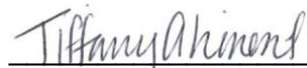
DISCUSSION ITEMS

1. **2025 Legislative Agenda Discussion** – Legislative Consultants Josh Weiss and Shelly Helder of Gordon Thomas Honeywell reviewed the city's draft legislative agenda and addressed council questions.
2. **Endangerment with a Controlled Substance Ordinance** – Police Chief Kelly Busey reviewed the draft ordinance relating to code changes addressing endangerment with a controlled substance and addressed council questions.
3. **Low-Income Senior Discount Program Income and Eligibility Update** – Housing, Health, and Human Services Program Manager Shea Smiley provided council with a presentation on proposed income guideline updates to the program and addressed council questions.

At 4:08 p.m. council took a 5-minute break. Council returned from break at 4:16 p.m.

4. **Proposed Utility Rate Adjustments and Associated Code Revisions** – Public Works Director Jeff Langhelm discussed staff's recommended utility rate adjustments and addressed council questions.

ADJOURN The meeting adjourned at 4:57 p.m.



Tiffany Aliment
Assistant City Clerk

MINUTES
GIG HARBOR CITY COUNCIL SPECIAL MEETING
Thursday, November 21, 2024 – 3:00 p.m.
Civic Center Community Rooms A/B or Zoom

CALL TO ORDER / ROLL CALL Mayor Pro Tem Lykins called the meeting to order at 3:03 p.m. Councilmembers Barber, Coronado, Henderson, Rodenberg, and Storset were present. Councilmember Woock arrived at 3:50 p.m.

Before the start of *Discussion Items*, Mayor Pro Tem Lykins acknowledged Mayor Markley and her contributions to the city.

DISCUSSION ITEMS

- 1. Pierce Transit Destination 2045 Long Range Plan Presentation** – Senior Planner Anna Peterson and Principal Planner Darin Stavish provided council with a PowerPoint presentation on Pierce Transit's draft long range plan. The draft plan will be available to the public on December 20 with a 45-day review period.
- 2. Municipal Code Changes Related to Accessory Dwelling Units** – Senior Planner Jeremy Hammar discussed the draft code changes related to ADUs.

Council supported this discussion moving forward to the planning commission.

At 3:59 p.m. council took a 5-minute break and returned at 4:08 p.m.

- 3. Millville Parking Concerns** – Public Works Director Jeff Langhelm discussed parking concerns along Dorotich Street and Ross Avenue and some possible solutions.

Council would like this to be included in the upcoming overall downtown parking study.

- 4. Lodging Tax Grant Funding Recommendations** – City Clerk Joshua Stecker reviewed the Lodging Tax Advisory Committee's (LTAC) funding recommendations and addressed council questions.

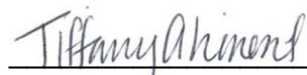
Council was supportive of the recommendation as-is. Council and the LTAC will hold a joint meeting in 2025 to discuss the scoring process.

At 5:03 p.m. council took a 5-minute break and returned at 5:08 p.m.

- 5. Mayor Appointment Process** – Council discussed options for filling the vacated term of Mayor Tracie Markley.

Council voiced support for appointing Councilmember Mary Barber to fill the unexpired term. Council will officially consider and vote at its next regular meeting.

ADJOURN The meeting adjourned at 5:32 p.m.



Tiffany Aliment
Assistant City Clerk

MINUTES
GIG HARBOR CITY COUNCIL MEETING
Monday, November 25, 2024 - 5:30 PM
Council Chambers

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

1. **Appointment of Mary Barber to the Office of Mayor** City Clerk Josh Stecker provided an overview of the process to appoint a new mayor. Public Comment: Spence Hutchins provided public comment thanking former mayor Tracie Markley.

MOTION: Move to appoint Mary Barber to the office of mayor (Coronado/Henderson).

VOTE: Unanimously approved.

Councilmember Barber resigned from the city council.

2. **Oath of Office for Mayor Mary Barber** Mayor Pro Tempore Lykins administered the oath of office to Mary Barber.

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGMENT

CHANGES TO THE AGENDA

PUBLIC COMMENT ON CONSENT AGENDA ITEMS

CONSENT AGENDA

MOTION: Move to approve the consent agenda(Coronado/Lykins).

VOTE: Unanimously approved.

1. **City Council Minutes - October 29, October 30, and November 12, 2024**
2. **Approval of Vouchers: Check Numbers 107318 through 107421 and ACH payments in the amount of \$2,240,510.38**
3. **Court Security Contract Renewal**

MAYOR'S REPORT Mayor Barber thanked council and the community for their support in her appointment. She reported on the un-groundbreaking ceremony at the conservation properties and the upcoming Turkey Trot and Tree Lighting events.

CITY ADMINISTRATOR'S REPORT City Administrator Katrina Knutson reported on the Comprehensive Plan Update that was recommended by the Planning Commission.

1. Department Updates - November 20, 2024

BUSINESS ITEMS

- 1. Resolution 1325 Adopting the City's 2025 Legislative Agenda** Gordon Thomas Honeywell Legislative Affairs Consultant Josh Weiss introduced the resolution.

MOTION: Move to approve Resolution 1325 (Lykins/Woock).

VOTE: Unanimously approved.

- 2. Public Hearing: Second Reading and Adoption of Ordinance 1532 Adopting the 2025-26 Budget** Finance Director Dave Rodenbach introduced the ordinance. Mayor Barber opened the public hearing. Public comment was provided by Guy Hoppen, Tim Payne, George Pollitt, Linda Foster, Lita Dawn Ancich Stanton, Karen Bujacich MacDonald, Leif Dobzinsky, Stephanie Lile, Dale Hoppen, John Holass, Mary Ellen Gilmour, Nick Babich, and Jeanette Shilley, Mayor Barber closed the public hearing.

MOTION: Move to approve Ordinance 1532 (Rodenberg/Woock).

AMENDMENT: Move to reduce funding for the commercial fishing homeport by \$1 million (Henderson/Lykins).

VOTE: Motion failed 4-1 (Councilmembers Coronado, Rodenber, Storset and Woock opposed; Councilmember Lykins abstained)

VOTE: Unanimously approved.

- 3. First Reading of Ordinance 1533 Relating to Utility Rates for the City's Water, Wastewater, and Stormwater Utilities** Public Works Director Jeff Langhelm introduced the ordinance.
- 4. First reading of Ordinance 1534 Adopting a New Chapter 9.15 to the Gig Harbor Municipal Code to Prohibit Knowingly or Recklessly Permitting a Child or Dependent Person to have Contact with a Controlled Substance Other than Cannabis** Chief of Police Kelly Busey introduced the ordinance.

MOTION: Move to approve Ordinance 1534 (Rodenberg/Lykins).

VOTE: Unanimously approved.

- 5. Direction to Fill a Vacancy on the City Council** City Clerk Josh Stecker provided an overview of the selection process for a vacancy on the city council.

MOTION: Move to direct the city clerk to begin the councilmember appointment process as outlined in Council Guidelines & Procedures Article 8 (Woock/Henderson).

VOTE: Unanimously approved.

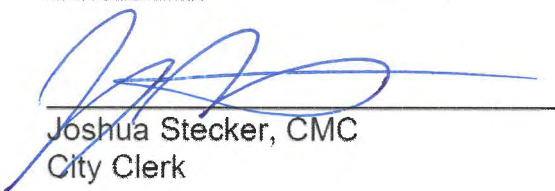
PUBLIC COMMENT ON NON-AGENDA ITEMS

COUNCIL REPORTS/ COMMENTS Councilmember Rodenberg reported on the Chamber Legislative Affairs Committee.

ANNOUNCEMENT OF UPCOMING MEETINGS

1. Upcoming City Meetings

ADJOURN The meeting adjourned at 8:21 p.m.



Joshua Stecker, CMC
City Clerk



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

Meeting Date: December 9, 2024

SUBJECT: Professional Services Contract Amendment No. 4 for BCRA – Sub-Consultant Addition for Sports Complex Phase 1B

SUBMITTED BY: Associate Engineer Chloe Wiser

DEPARTMENT: Public Works

PHONE: (253) 853-8182

SUGGESTED MOTION: Move to authorize the mayor to execute amendment #4 of the Professional Services agreement with BCRA to include Lyon Landscape Architecture as a subconsultant and modify BCRA's rates and associated effort while making no change to the overall construction support contract not to exceed amount.

BACKGROUND INFORMATION: The city executed a professional services contract with BCRA for the design of Sports Complex 1B on March 29, 2022. The third contract amendment executed April 12, 2024, increased BCRA's scope to provide construction support services. The fourth amendment will adjust BCRA staff billing rates and add Lyon Landscape Architecture as a subconsultant. This change is due to BCRA's project staff resignation and subsequent change of project team. The overall construction support contract not to exceed amount of \$150,000, will not change.

FISCAL CONSIDERATION: The amount budgeted for 2023-24 Mid-Biennial Budget Amendment is \$6,200,000. This includes the construction support contract approved as Contract Amendment #3. Contract amendment #4 does not change the construction support contract amount of \$150,000.00. Sufficient funds to support this contract have been rolled over into the 25-26 budget.

ATTACHMENTS:

1. Amendment 4 Contract Package

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

FOURTH AMENDMENT
TO
PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
BCRA

THIS 4TH AMENDMENT is made to that certain Professional Services Contract dated 03/29/2022 (the "Agreement"), as amended on 09/13/2022, 11/16/2022, and again on 04/12/2024 by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and BCRA INC., a Washington Corporation organized under the laws of the State of Washington (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in completing the Gig Harbor Sports Complex Phase 1B 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 not modified with Amendment Four. Consultant tasks and associated effort have been modified as described in **Exhibit A**. The contract not to exceed amount as modified in Amendment Three is not modified by Amendment Four. Task reallocation as shown in **Exhibit B**, attached to this Amendment and incorporated herein details how the consultant effort tasks and hours will be reallocated, but will not modify the construction support contract amount of One Hundred and Fifty Thousand Dollars and Zero Cents (\$150,000.00).

3. Duration of Work. Section 3 of the Agreement is not amended. The duration of this Agreement described in Amendment Three of December 31, 2025 is not modified with Amendment Four.

[Remainder of page left intentionally blank]

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

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

CONSULTANT

CITY OF GIG HARBOR

By: _____
Title: _____

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A
SCOPE OF SERVICES

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PROJECT DESCRIPTION

BCRA and their team of subconsultants will provide construction support services during the construction of the Phase 1B improvements for the Gig Harbor Sports Complex. The following scope has been divided into scope completed by BCRA and their Tasks as of October 31, 2024, and what remaining scope is to be completed by different BCRA staff and Lyon Landscape Architecture from November 1 forward. The scope has not changed, nor has the fees.

SCOPE OF SERVICES – PERFORMED AS OF OCTOBER 31, 2024

Phase 50 – Construction Support

Task A1 – Architecture

The following activities will be performed:

1. Attend pre-construction conference. (*in-person, 1 staff, 2 hours*)
2. Review required submittal packages, as identified in the specifications, from the Contractor.
3. Respond to valid Requests for Information (RFIs) from Contractor.

Task C1 – Civil Engineering

The following activities will be performed:

1. Prepare subconsultant agreements.
2. Attend pre-construction conference (*in-person, 2 staff, 2 hours*)
3. Respond to up to 9 valid Requests for Information (RFIs) from Contractor.
4. Attend 10 weekly OAC meetings (*virtual, 1 staff, 1 hour*).
5. Perform 5 site visits during construction, including, (*in-person, 1 staff, 2 hours*)

Task L1 – Landscape Architecture (BCRA)

The following activities will be performed:

1. Attend pre-construction conference. (*in-person, 1 staff, 2 hours*)
2. Respond to up to 13 valid Requests for Information (RFIs) from Contractor.

SCOPE OF SERVICES – TO BE PERFORMED FROM NOVEMBER 1, 2024 FORWARD

Phase 50 – Construction Support

Task A1 – Architecture

1. Review required submittal packages, as identified in the specifications, from the Contractor.
2. Respond to valid Requests for Information (RFIs) from Contractor.
3. Attend 25 weekly OAC meetings. (*virtual, 1 staff average, 1 hour*)
4. Attend 7 weekly OAC meetings. (*in-person, 1 staff average, 1 hour*)
5. Perform 6 site visits during construction to correspond with in-person OAC meeting (*in-person, 1 staff, 2 hours*)
6. Visit the site after substantial completion to identify punch list items to be addressed by the Contractor. (*in-person, 1 staff, 6 hours*)
7. Visit the site to backcheck that punch list work has been completed. (*in-person, 1 staff, 2 hours*)
8. Review Contractor's redline as-built drawings
9. Monitor and control scope, schedule, and budget.
10. Prepare monthly invoices and progress reports.

Task C1 – Civil Engineering

The following activities will be performed:

1. Respond to up to 21 valid Requests for Information (RFIs) from Contractor.
2. Review Contractor's redline as-built drawings and prepare record drawings based on mark-ups.

Task XL2 – Landscape Architecture (Lyon Landscape Architecture)

The following activities will be performed:

1. Respond to up to 2 valid Requests for Information (RFIs) from Contractor.
2. Perform 6 site visits during construction, including, *(in-person, 1 staff, 2 hours)*
 - a. Planting pre-installation conference
 - b. Installation of Playground Equipment
 - c. Installation of Pickleball pavement
 - d. Installation of Pickleball surfacing
 - e. Installation of Artificial turf
 - f. Installation of the Bocce Ball court
3. Visit the site after substantial completion to identify punch list items to be addressed by the Contractor. *(in-person, 1 staff, 3 hours)*
4. Visit the site to backcheck that punch list work has been completed. *(in-person, 1 staff, 2 hours)*
5. Review Contractor's redline as-built drawings and prepare record drawings based on mark-ups.

The following scope remains unchanged from previously provided.

Task XL1 – Landscape Architecture (Nakano/MIG)

The following activities will be performed:

1. Respond to up to 3 valid Requests for Information (RFIs) from Contractor.
2. Perform 3 site visits during construction

Task XM1 – MEP Engineering (BCE)

The following activities will be performed:

1. Review required submittal packages, identified in the specifications, from the Contractor.
2. Respond to up to 20 valid Requests for Information (RFIs) from Contractor.
3. Perform 2 site visits during construction.
4. Visit the site after substantial completion to prepare punch list of items to be addressed by the Contractor.

Task XS1 – Structural Engineering (PCS)

The following activities will be performed:

1. Review required submittal packages, identified in the specifications, from the Contractor.
2. Respond to valid Requests for Information (RFIs) from Contractor.
3. Perform 3 site visits during construction

Task XT1 – Illumination & Dry Utilities (PH Consulting)

The following activities will be performed:

1. Respond to up to 4 valid Requests for Information (RFIs) from Contractor.
2. Perform 3 site visits during construction

Meetings:

- *Preconstruction conference, attendance as described above*
- *OAC meetings, quantity and attendance as described above*
- *Site visits, quantity and attendance as described above*

Assumptions:

- *City of Gig Harbor will run the construction management process including administering weekly OAC meetings, preparing pay applications, reviewing change orders, and acting as the primary point of contact.*
- *Construction is assumed to be 175 working days as shown in the Contract Documents.*
- *City of Gig Harbor will provide responses and reviews of RFIs or submittals requiring the City's input.*
- *City of Gig Harbor will provide review of site related submittals.*
- *BCRA will provide review of building related submittals requiring architect or engineer review.*
- *All deliverables, unless otherwise noted, will be sent to the City of Gig Harbor via electronic file exchange. Printing and delivering of hard copies will be billed as reimbursable expenses.*

Meetings:

- *Preconstruction conference, attendance as described above*
- *OAC meetings, quantity and attendance as described above*
- *Site visits, quantity and attendance as described above*

Assumptions:

- *City of Gig Harbor will run the construction management process including administering weekly OAC meetings, preparing pay applications, reviewing change orders, and acting as the primary point of contact.*
- *Construction is assumed to be 175 working days as shown in the Contract Documents.*
- *City of Gig Harbor will provide responses and reviews of RFIs or submittals requiring the City's input.*
- *City of Gig Harbor will provide review of site related submittals.*
- *BCRA will provide review of building related submittals requiring architect or engineer review.*
- *All deliverables, unless otherwise noted, will be sent to the City of Gig Harbor via electronic file exchange. Printing and delivering of hard copies will be billed as reimbursable expenses.*
- *Task A1 assumes 300 hours of construction support.*
- *Task C1 assumes 194.3 hours of construction support.*
- *Task L1 assumes 30 hours of construction support.*
- *Task XL2 assumes 65 hours of construction support.*
- *Phase budgets are based on the durations noted within the scope. Additional fee may be necessary if project extends beyond these durations.*
- *Exclusions:*
 - *Issuance of substantial completion*
 - *Backpunch of site structures*
 - *Review of warranty and O&M documentation*

- *One year warranty walk*
- *Preparation of record drawings for site structures*

Deliverables:

- *RFI Responses (pdf)*
- *Building Related Submittal Reviews (pdf)*
- *Punchlist (pdf)*
- *Record Drawings (CAD and pdf)*
- *Monthly Invoices and Progress Reports (pdf)*

MANAGEMENT RESERVE

A total of \$20,073.00 has been included in the fee estimate for this project to accommodate unforeseen project changes not included in this Scope of Services. At the time additional services are required, BCRA will provide a detailed scope of work and fee estimate. BCRA will not proceed with the work until the City of Gig Harbor has authorized the work and issued a notice to proceed.

PROJECT ASSUMPTIONS

- *Refer to the project assumptions for the Gig Harbor Sports Complex – Phase 1B (22003.00.00) scope of work.*

EXHIBIT B- SCHEDULE OF RATES AND ESTIMATED HOURS

EXHIBIT B FEES									
Phase	BCRA			Lyon	Nakano	BCE	PCS	PH Consulting	Total
	Civil Engineering	Architecture	Landscape	Landscape Architecture	Landscape Architecture	MEP Engineering	Structural Engineering	Illum./Transpo. Design	
50 Construction Support - Completed	\$ 26,810.00	\$ 6,445.00	\$ 4,870.00	\$ -	\$ 3,217.00	\$ 13,230.00	\$ 9,214.00	\$ 9,891.00	\$ 73,677.00
50 Construction Support - To Be Completed	\$ 8,989.50	\$ 36,515.00	\$ -	\$ 9,445.00	\$ -	\$ -	\$ -	\$ -	\$ 54,949.50
Subtotal	\$ 35,799.50	\$ 42,960.00	\$ 4,870.00	\$ 9,445.00	\$ 3,217.00	\$ 13,230.00	\$ 9,214.00	\$ 9,891.00	\$ 128,626.50
Reimbursable									\$ 1,300.50
Management Reserve									\$ 20,073.00
Total									\$ 150,000.00

All fees above are hourly

Subconsultant fees are shown as cost plus 5.0%



2106 Pacific Avenue, Suite 300
Tacoma, WA 98402

Prime Consultant Cost Computations

Project: Gig Harbor Sports Complex Phase 1B Date: 11/14/2024; Revised 11/22/2024
Project No.: 22003.00.00 Prepared By: AC/JD

BILLING RATES:

	Principal	Project Manager	Civil Engineer	Civil Engineer	Civil Eng. Designer	Civil Eng. Technician	Architect/ PM	Arch Designer	Landscape Architect	Land. Arch. Designer	Spec Specialist	Project Admin	Billing Specialist
Staff Initials	BD	AC	SP	JC	MB	RB	JD	MD	ES	MT	BB	AP	RS
Billing Rate	\$235.00	\$185.00	\$165.00	\$235.00	\$135.00	\$135.00	\$205.00	\$105.00	\$165.00	\$125.00	\$165.00	\$135.00	\$115.00

LABOR:

Phase/Task	Principal	Project Manager	Civil Engineer	Civil Engineer	Civil Eng. Designer	Civil Eng. Technician	Architect/ PM	Arch Designer	Landscape Architect	Land. Arch. Designer	Spec Specialist	Project Admin	Billing Specialist	Hours	Cost
Staff Initials	BD	AC	SP	JC	MB	RB	JD	MD	ES	MT	BB	AP	RS		
50 CONSTRUCTION SUPPORT	(WORK COMPLETED as of INVOICE #32986 DATED NOVEMBER 8, 2024; Professional Services through October 31, 2024)														
A1 Architecture	0	0	0	0	0	0	4	30	0	0	15	0	0	49	\$ 6,445.00
C1 Civil Design	0	120	20	0	0	7	0	0	0	0	0	1	2	150	\$ 26,810.00
L1 Landscape Architecture	0	0	0	0	0	0	0	0	28	2	0	0	0	30	\$ 4,870.00
PH 50 Total														229	\$ 38,125.00
Total Hours	0	120	20	0	0	7	4	30	28	2	15	1	2	229	
Total Cost	\$ -	\$ 22,200.00	\$ 3,300.00	\$ -	\$ -	\$ 945.00	\$ 820.00	\$ 3,150.00	\$ 4,620.00	\$ 250.00	\$ 2,475.00	\$ 135.00	\$ 230.00		\$ 38,125.00

BILLING RATES:

	Principal	Civil Engineer	Civil Engineer	Civil Eng. Technician	Architect/ PM	Arch Designer	Spec Specialist	Project Admin	Billing Specialist				
Staff Initials	JR	SP	JC	RB	JD	MD	BB	AP	RS				
Billing Rate	\$255.00	\$165.00	\$235.00	\$135.00	\$205.00	\$105.00	\$165.00	\$135.00	\$115.00				

LABOR:

Phase/Task	Principal	Civil Engineer	Civil Engineer	Civil Eng. Technician	Architect/ PM	Arch Designer	Spec Specialist	Project Admin	Billing Specialist					Hours	Cost
Staff Initials	JR	SP	JC	RB	JD	MD	BB	AP	RS						
50 CONSTRUCTION SUPPORT	(WORK TO BE COMPLETED - November 1, 2024 Forward)														
A1 Architecture	8	0	0	0	65	137	41	0	0					251	\$ 36,515.00
C1 Civil Design	0	2.3	30	1	0	0	0	8	3					44.3	\$ 8,989.50
PH 50 Total														295.3	\$ 45,504.50
Total Hours	8	2.3	30	1	65	137	41	8	3					295.3	
Total Cost	\$ 2,040.00	\$ 379.50	\$ 7,050.00	\$ 135.00	\$ 13,325.00	\$ 14,385.00	\$ 6,765.00	\$ 1,080.00	\$ 345.00						\$ 45,504.50

SUBCONSULTANTS:

Firm	Cost
Nakano	\$ 3,217.00
BCE	\$ 13,230.00
PCS	\$ 9,214.00
PH Consulting	\$ 9,891.00
Lyon Landscape Architects	\$ 9,445.00

TOTALS:

Total Prime Consultant	\$ 83,629.50
Total Subconsultants	\$ 44,997.00
Total Reimbursable Expenses	\$ 1,300.50
Management Reserve	\$ 20,073.00
TOTAL FEE ESTIMATE	\$ 150,000.00

					
Fee Estimate for					
Gig Harbor Sports Complex Phase 1B - ASR for construction support					
DATE 2/16/2024					
			Ida	Paula	China
Scope of Work	Total	Principal LA	Project Manager/ Sr. LA	Proj. Accountant	
		\$ 195.00	\$ 165.00	\$ 125.00	
Construction Administration Phase					
Clarifications and RFIs (assumes _3_ RFIs)			6.0		
Construction visits and meetings (includes attendance at _3_)			12.0		
Total Hours - Construction Administration Phase	18.8	-	18.0	0.75	
Total Fee - Construction Administration Phase	\$ 3,063.75	\$ -	\$ 2,970.00	\$ 93.75	
Summary of Basic Design Fees by Phase					
Construction Administration Phase	\$ 3,063.75				
Total Basic Services	\$ 3,063.75				
Expenses	\$ 200.00				
Total Basic Services Including Expenses	\$ 3,263.75				
Assumptions & Exceptions					
1. Additional site visit beyond three will be charged at our hourly rates					
2. Hours are estimated and may be redistributed between tasks and personnel.					
Checked by: I.Ottesen					

BACK-UP DATA TO (A-E PROPOSAL)(GOVERNMENT ESTIMATE)					DATE 21-Feb-24		PAGE ____ OF ____						
JOB TITLE : Gig Harbor Sports Complex Phase 1B					SPECIFY ☐ CONCEPT ☐ FINAL ☐ PRELIMINARY ☐ REPORT								
REMARKS : BCE ENGINEERS - CA													
LIST OF DRAWINGS/ACTIVITIES (MANHOURS)(MAN DAYS)													
NO.	DESCRIPTION	PRIN MECH	PRIN ELEC	ASSOC MECH	ASSOC ELEC	SEN MECH	SEN ELEC	ENG MECH	ENG ELEC	ENG FP	ASSOC FP	TYP DRAFT	TECH
	COORDINATION MEETINGS			4	4			6	6				
	REVIEW SUBMITTALS			4	4			4	4				
	RFI RESPONSES	1	1	2	2			14	14				
	(3) TOTAL SITE INSPECTIONS (INCL PUNCHLIST)			12	12								
	AS-BUILT DRAFTING (EXCLUDED)												
ESTIMATE BY : J SNYDER			1		22		0		24		0		0
DATE : 21-Feb-24		1		22		0		24		0		0	0



February 15, 2023

BCRA Design
2106 Pacific Ave # 300
Tacoma, WA 98402

Attn: Andrew Cirillo, P.E.

**RE: Gig Harbor Sports Complex Phase 1B - MEP Engineering Fees
Construction Services**

Dear Andrew,

We appreciate this opportunity to provide MEP engineering services for the new Restroom Building for the Phase 1B of the Sports Complex in Gig Harbor. I have listed the breakdown of our anticipated effort below, as I understand it, to support the scope of work:

Scope of Work:

- Review required electronic submittal packages, identified in the specifications, from the Contractor.
- Respond to up to 20 Requests for Information (RFIs) from Contractor.
- Perform (3) site visits during construction and provide field reports. The last site visit will be to perform MEP punchlist.

Assumptions:

- Construction is assumed to be 240 working days as shown in the Contract Documents.
- Pre-Construction meeting attendance is excluded.
- Warranty walk-thru is excluded.
- MEP back punch site visit is excluded.
- Attendance at OAC Meetings is excluded.
- As-built drafting is excluded.
- Any contract modifications requested by the Owner will be considered an extra service.

We propose to bill this project at an **Hourly Not to Exceed** as **\$12,600.00**.

Thanks again for this opportunity to provide engineering services for this project. If you have any questions or need further information, please feel free to call.

Sincerely,
BCE Engineers, Inc.

Joe Snyder, P.E.
Principal

Approval to proceed with services as outlined above:

_____	_____
(Signature)	(Title)

(Company)	

(Date)	



Seattle	1011 Western Avenue, Suite 810 Seattle, WA 98104 206.292.5076
Tacoma	1250 Pacific Avenue, Suite 701 Tacoma, WA 98402 253.383.2797
Portland	101 SW Main Street, Suite 280 Portland, OR 97204 503.232.3746
www.pcs-structural.com	

February 26, 2024

BCRA Design
2106 Pacific Ave, Suite 300
Tacoma, WA 98402

ATTN: Andrew Cirillo

RE: *Gig Harbor Sports Complex Phase 1B – Gig Harbor, Washington*
Additional Services – Construction Services

Dear Andrew:

Thank you for this opportunity to propose our Construction Administration Services for Gig Harbor Sports Complex in Gig Harbor, Washington.

SCOPE OF SERVICES

Construction Administration includes review of shop drawings and response to RFIs. On-site Structural Observation will likely occur once or twice a month as the primary structural components are being erected. Three (3) site visits are included in our CA service proposal. We have assumed that the construction will occur within a one year period and not be phased.

FEES

Our fee for Construction Administration will be hourly at \$195/hour not to exceed **\$8,775**. The fee amount may be modified only with prior written approval if the scope of services is changed.

Thank you for this opportunity to be of continued service. If there are any questions regarding this proposal, please feel free to call. We look forward to hearing from you.

Very truly yours,

PCS STRUCTURAL SOLUTIONS

A handwritten signature in blue ink that reads 'Luke Heath'.

Luke Heath, S.E.
Associate Principal

LAHdlis
22-608

Accepted by:

Signature _____ Date _____

Printed Name/Title _____



**2023
FEE SCHEDULE
Standard Hourly Rates**

Principal	\$215.00
Associate Principal	\$190.00
Senior Associate.....	\$175.00
Associate	\$165.00
Senior Engineer/Specialty Designer.....	\$152.00
Engineer/Senior Designer.....	\$135.00
Engineering Assistant/Designer.....	\$108.00
Revit Modeler / Drafter / CAD Technician.....	\$ 93.00
Spec Typist.....	\$ 85.00

Reimbursable Expenses

Copies (8 ½ x 11)	\$0.15/Sheet
Copies (24" x 36")	\$5.50/Sheet
Copies (30" x 42")	\$5.50/Sheet
Mileage	\$0.50/Mile

City of Gig Harbor
CM Supplement

Fee Estimate Summary
Gig Harbor Sports Complex Phase 1B

22-009

PH Consulting Staff Category	Hours	Rate	Cost
Principal	28	\$ 220.00	\$ 6,160.00
Senior Traffic Engineer	4	\$ 200.00	\$ 800.00
Project Engineer	12	\$ 185.00	\$ 2,220.00
Office Administrator	2	\$ 120.00	\$ 240.00
Total Hours	46		\$ 9,420.00
Direct Salary Cost			\$ 9,420.00
Traffic Counts	0	0	\$ -
Reproduction Costs			
Full Sized Copies (Bond)		\$ -	
Full Sized (PVC)		\$ -	
Reprographics		\$ -	
Parking/Tolls	3	4.5	\$ 13.50
2024 Mileage Rates	1	0.67	\$ 66.50
		0	
Sub-Total Direct Expenses			\$ 80.00
PE Phase Fee			\$ 9,420.00
Total Fee			\$ 9,500.00

City of Gig Harbor
Supplement #1

Fee Estimate

22-009

Task Hour Breakdown**Gig Harbor Sports Complex Phase 1B**

Task No.	Task Description	Principal	Senior Traffic Engineer	Project Engineer	Office Administrator	PH Total
	Hourly Rate	\$ 220.00	\$ 200.00	\$ 185.00	\$ 120.00	
CM	Construction Engineering Support					
	RFI's (4)	12		4	2	18
	Change Orders (1)	4	4	4		12
	Site Visits (3)	12		4		16
	Task 4.0 Total Hours	28	4	12	2	46
	Subtotal Task 4.0	\$ 6,160.00	\$ 800.00	\$ 2,220.00	\$ 240.00	\$ 9,420.00
	PH TOTAL HOURS	28	4	12	2	46
	TOTAL ALL TASKS	\$ 6,160.00	\$ 800.00	\$ 2,220.00	\$ 240.00	\$ 9,420.00

2/16/2024

PH Consulting LLC Summary of Direct Labor Costs Effective January 1, 2024-December 31, 2024	
Job Classifications	Maximum Billing Rate
Principal	\$ 285.00
Sr Project Manager	\$ 270.00
Project Manager	\$ 245.00
Senior Traffic Engineer	\$ 220.00
Project Engineer	\$ 195.00
Associate Engineer	\$ 170.00
Engineering Design Technician	\$ 145.00
Engineering Intern	\$ 105.00
CAD Manager	\$ 180.00
CAD Designer III	\$ 155.00
CAD Designer II	\$ 135.00
CAD Designer I	\$ 125.00
Office Administrator	\$ 130.00
Office Assistant	\$ 105.00
Direct non-salary costs will be billed at actual costs. Subconsultants will be marked up at 10% Direct Mileage will be billed at current approved IRS mileage rate.	

**LYON LANDSCAPE ARCHITECTS
STAFF BILLING RATES**

STANDARD BILLING RATES

Role	Hourly Rate
Project Landscape Architect – Eric Streeby	\$165 / hr
Project Landscape Design – Maya Tuiasosopo	\$125 / hr

Phase/Task	Landscape Architect (Eric Streeby)	Landscape Architect – Design (Maya Tuiasosopo)	Hours	Cost
50 Construction Support	33	32	30	\$9,445.00
Total Hours	33	32	30	
Total Cost	\$5,445.00	\$4,000.00		\$9,445.00



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

Meeting Date: December 9, 2024

SUBJECT: Second Reading and Adoption of Ordinance 1533 Relating to Utility Rates for the City's Water, Wastewater, and Stormwater Utilities

SUBMITTED BY: Public Works Director Jeff Langhelt

DEPARTMENT: Public Works

PHONE: (253) 853-7630

SUGGESTED MOTION: Move to approve Ordinance 1533.

BACKGROUND INFORMATION: The revenues from the city's sewer, storm, and water utilities are necessary to support the operating and capital needs for each utility. As you may recall, by October 2022 the city was preparing to set the city's sewer, storm, and water utility rates for six years beginning January 1, 2023. However, due to other priorities, the city instead elected to pass Ordinance 1503 to establish a single rate increase of 5% across all three utilities effective January 1, 2023.

The city then re-engaged with the city's utility rate consultant, Ashley Emery, in summer 2023 to consider both utility rate adjustments for a six-year period and establishing a tiered water rate structure effective January 1, 2024. These discussions developed until October 2023 when they were placed on hold. As a result, the city did not adjust utility rates on January 1, 2024.

Before the city could re-engage with Ashley in the summer of 2024 to complete the review of utility rate adjustments and establish tiered water rates, Ashley passed away. Ashley supported the city with utility rate studies for almost 30 years and the loss of this wealth of knowledge will take time to bring a new consultant up to speed.

At this point, the city must consider rate adjustments soon to keep the utilities financially supported. The rate adjustment discussions led by Ashley that concluded in October 2023 identified yearly rate adjustments each year in 2024, 2025, and 2026 to the city's three utilities at 3% (sewer), 7% (storm), and 10% (water).

Because the utilities had no rate adjustments in 2024 as suggested above, the proposed ordinance adjusts utility rates, effective January 1, 2025, that fall in line with Ashley's previous recommendations for adjustments in both 2024 and 2025. These proposed rate adjustments at 6% for sewer, 14% for storm, and 20% for water will compensate for the 0% rate adjustment in 2024 and will be a stop-gap measure that will provide the city time to consider future rate adjustments and tiered water rates in 2025.

Additionally, associated with any utility rate adjustments, staff is recommending a series of code revisions to clarify utility billing processes and improve customer experience. These revisions are proposed to be made in Title 13 (Water and Sewers) and Title 14 (Storm and Surface Water Drainage) and are summarized below.

1. Revise the city's existing low-income utility rate reduction to expand eligibility to more customers.
2. Clarify the fee to turn-on a water service that was previously turned off will be charged regardless of the reason why the water was turned off.
3. Revise to clarify that to avoid water being shut off, all fees and the entire outstanding balance must be paid in full.
4. Clarify that when one parcel has both single family uses and non-single family uses, the stormwater fee will be based on the EBU charge for non-single family uses (i.e. on the total amount of hard surface for the parcel in question.)
5. Clarify that where multiple (two or more) mobile/manufactured homes are located on one parcel, the stormwater fee will be based on the EBU charge for non-single family uses (i.e. on the total amount of hard surface for the parcel in question.).
6. Establish a fire hydrant usage GFC for non-city parcels (fire flow only).
7. Clarify the necessary method of payment for all 24-hr shut-off notices.
8. Revise the water service rules to allow for one adjustment due to leaks per year, regardless of where the leak falls within billing periods. Currently the code only allows for one adjustment per year and is only allowed within one billing period.

FISCAL CONSIDERATION: N/A

ATTACHMENTS:

1. Ordinance 1533

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

ORDINANCE 1533

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO UTILITY RATES FOR THE CITY'S WATER, WASTEWATER, AND STORMWATER UTILITIES; REPEALING AND REPLACING SECTIONS 13.04.010, 13.04.020, 13.32.010, 13.32.015, 13.32.020, 13.32.025, 14.10.050, 13.04.013, 13.02.220, 13.02.240, 13.04.050, 13.04.080, and 14.10.020; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the city operates three independent utilities as enterprise funds, which include the water utility, wastewater (sewer) utility, and stormwater utility; and

WHEREAS, it is necessary to adjust utility service rates and charges to meet the increasing cost of providing utility services; and

WHEREAS, the costs to provide the utility services are based on existing and future capital expenses, operating expenses, and maintenance expenses; and

WHEREAS, staff recommends adjusting rates on an annual basis, as necessary, to keep up with the changing costs to provide these services; and

WHEREAS, the last time the city adjusted utility rates was January 1, 2023 but the city intentionally decided to not adjust utility rates in 2021, 2022, and 2024, which had caused the city's utilities to lose ground due to cost of living increases and increases in capital project costs; and

WHEREAS, the city anticipated completing a utility rate study in 2024 with the support of Peninsula Financial Consulting that would accommodate for rate adjustments for the next six years but was unable to complete this study; and

WHEREAS, with multiple years of no rate adjustments, the city is positioning itself for significantly high rate increases in the near future to support the costs of operating the utilities, therefore, the city supports rate increase consistent across all three utilities based on previously recommended rate adjustments; and

WHEREAS, the city's existing eligibility levels for the existing low-income utility rate reduction are not current and the city desires to expand eligibility to customers; and

WHEREAS, this topic was presented to city council at their November 14, 2024, study session where an across-the-board rate increase was supported for wastewater at +6%, stormwater +14%, and water +20%.

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

Section 1. Section 13.04.010 of the Gig Harbor Municipal Code is hereby repealed and replaced with the following:

13.04.010 Water rates.

Effective January 1, 2025, the monthly water service rates not including state and city taxes shall be set at the following amounts:

Customer Class/Meter	Customer Base Charge (per meter/ month)	Commodity Charge (per ccf)
Residential	\$25.48	\$3.32
Multiresidential		
5/8" & 3/4"	44.76	3.11
1"	61.61	3.11
1-1/2"	103.36	3.11
2"	153.65	3.11
3"	287.66	3.11
4"	438.56	3.11
Commercial/Schools		
5/8" & 3/4"	37.52	3.23
1"	49.57	3.23
1-1/2"	79.32	3.23
2"	115.16	3.23
3"	210.78	3.23
4"	318.43	3.23

Section 2. Section 13.04.020 of the Gig Harbor Municipal Code is hereby repealed and replaced with the following:

13.04.020 Nonmetered residential uses.

Effective January 1, 2025, the water service charge for each unmetered residential or multiple residential building shall be \$71.99.

Section 3. Section 13.32.010 of the Gig Harbor Municipal Code is hereby repealed and replaced with the following:

13.32.010 Sewer rates.

Effective January 1, 2025, the monthly sewer service rates not including state and city sales tax shall be set at the following amounts:

Customer Class	Customer Base Charge (per month)	Commodity Charge (per ccf)
Residential	\$44.80	\$5.51
Multifamily residential (per living unit)	34.48	5.53
Commercial/school	104.58	9.71
Dept. of Corrections	13,816.57	5.51

Section 4. Section 13.32.015 of the Gig Harbor Municipal Code is hereby repealed and replaced with the following:

13.32.015 Sewer rates – Community systems.

Effective January 1, 2025, the monthly sewer service rates for the Shorecrest community system shall be set at \$101.92 per month.

Section 5. Section 13.32.020 of the Gig Harbor Municipal Code is hereby repealed and replaced with the following:

13.32.020 Nonmetered uses.

Effective January 1, 2025, the monthly sewer service rates not including state and city sales tax for each unmetered residential, multiresidential, or commercial facility shall be as follows:

Nonmetered Customer Class	Monthly Charge
Residential	\$78.18/unit
Multifamily residential	56.06/living unit

Nonmetered Customer Class	Monthly Charge
--------------------------------------	-----------------------

Commercial	191.97/billing unit
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Section 6. Section 13.32.025 of the Gig Harbor Municipal Code is hereby repealed and replaced with the following:

13.32.025 Sewer rates – Community systems using flow meters.

Effective January 1, 2025, the monthly sewer service rates not including state and city sales tax for community systems basing billing on sewer flow meters shall be set at the following amounts:

Customer Class	Customer Base Charge (per month)	Commodity Charge (per ccf)
Residential	\$13.21 + \$29.49/unit	\$5.25
Multifamily residential	13.21 + 18.52/unit	5.25
Commercial	13.21 + 88.76/unit	9.24

Section 7. Section 14.10.050 of the Gig Harbor Municipal Code is hereby repealed and replaced with the following:

14.10.050 Stormwater monthly service rates.

In accordance with the basis for a rate structure set forth in GHMC 14.10.020, there is levied upon all developed real property within the boundaries of the utility the following monthly service rates which shall be collected from the owners of such properties:

Effective January 1, 2025, shall be \$ 17.86.

Section 8. Section 13.04.013 of the Gig Harbor Municipal Code is hereby repealed and replaced with the following:

13.04.013 Senior citizen and persons with disabilities, low-income utility rate reduction and connection fee waiver/delay.

A. Definitions. For the purposes of this section, the following definitions shall apply:

1. "Senior Citizen" means a person aged 62 years or older (if married, either spouse may be 62 years or older) who:
 - a. Is a Gig Harbor water or sewer customer and has an account in their name.
 2. "Persons with disabilities" means there is no age limit for people with disabilities exemption, but an individual must be unable to work because of a verified disability (by way of a doctor's statement, Social Security Award letter or 80% or higher Veterans Administration award letter) who:
 - a. Is a Gig Harbor water or sewer customer and hand an account in their name.
 3. "Low Income" means the person has a monthly gross total combined household income (individual, spouse, and co-tenants) from all sources (taxable and non-taxable) that does not exceed the Pierce County Tax Exemption income guidelines.
- B. Rate Reduction. A low-income senior citizen or person with disabilities may pay a rate equal to 50 percent of the applicable water and/or sewer rate established by the city in GHMC 13.04.010 and 13.32.010, or any amendments thereto.
- C. Waiver/Delay of Connection Fees. A low-income senior citizen or person with disabilities may request a waiver of a connection fee to his or her property in the amount of 50 percent of the applicable water and/or sewer connection fee established in GHMC 13.04.080 and 13.32.060, or any amendments thereto. A low-income senior citizen or person with disabilities may request a delay in the city's collection of the connection fee, as reduced by this subsection, for a period of five years, as long as the eligibility requirements of this section are satisfied for each year.
- D. Eligibility Requirements. In order to obtain a rate reduction and/or waiver/delay of connection fees, a low-income senior citizen or person with disabilities shall:
1. File an affidavit with the finance department on an annual basis, and submit documentation requested by the finance department verifying the individual is eligible to receive the benefits of this section; and
 2. In the affidavit, provide the city with an unqualified promise to inform the city of any changes in the individual's financial condition that would disqualify them from the benefits of this section.

Section 9. Section 13.02.220 of the Gig Harbor Municipal Code is hereby repealed and replaced with the following:

13.02.220 Turning on the water after it is shut off.

It is unlawful for the owner or occupant of the premises to turn on the water, or suffer or cause it to be turned on, after it has been shut off or locked at the existing water meter by

the city, regardless of the reason the water was shut off. A payment of \$25.00 shall be made to the city prior to turning the water back on.

Section 10. Section 13.02.240 of the Gig Harbor Municipal Code is hereby repealed and replaced with the following:

13.02.240 Adjustment of excessive bills caused by defective equipment.

When excessive registration is caused by broken or leaking water service pipes within or abutting upon the premises without the knowledge of the customer, an adjustment may be made upon written application only once during any 365-day period and only after repairs have been made by the owner and documented to the city. The basis for adjustment shall be the normal consumption under similar operating conditions.

Section 11. Section 13.04.050(B) of the Gig Harbor Municipal Code is hereby repealed and replaced with the following:

13.04.050 Billings – Delinquencies - Liens.

B. Delinquencies.

1. Water service charges shall be deemed delinquent if not paid within 30 days following the billing date. Interest at the rate of eight percent per annum shall be charged on all delinquent service charges.
2. In the event any billing for water service or other service charge has not been paid within 60 days of billing, the city utility department shall mail a first delinquency/shut-off notice to the property owner and occupant if the record owner does not reside at the premises. The delinquency/shut-off notice shall provide the following: (1) payment for service is overdue and the total amount due and notice that a statutory lien will be imposed if the total amount due is not paid in full; (2) service will be suspended unless the total amount due is not paid in full within 10 days; (3) address and telephone number of the utility department, stating that the customer, or owner or occupant may contact the department if a dispute exists as to liability for the billing or the validity of lien; and (4) the city will charge a turn-on fee before service is resumed. The city shall follow the notice procedures and shut-off procedures as outlined in this section unless otherwise required by law. The customer shall be charged \$10.00 for this first notice.
3. If the customer has not settled the account within the time provided in the notice, a second notice which indicates service shall be discontinued by the city the next day shall be posted by the city utility department at a reasonably visible location at the property site. The customer shall be charged \$15.00 for this second notice. If the total amount due is not paid in full within the time provided under the second notice, the city utility

department shall shut off service. Payment for this second notice shall be made in one of the following methods:

- a. In person using cash, cashier's check, or bank card; or
- b. On the phone using a bank card; or
- c. From the city of Gig Harbor's website using a bank card.

Section 12. Section 13.04.080 of the Gig Harbor Municipal Code is hereby repealed and replaced with the following:

13.04.080 Water system general facility charge.

- A. The city shall charge the following general facilities charges for each metered domestic connection to connect to the water utility system:

Meter Size	Capacity Factor	General Facilities Charge (Inside City Limits)
3/4"	1.0	\$7,300.00
1"	1.67	12,191.00
1-1/2"	3.33	24,309.00
2"	5.33	38,909.00
Over 2"	Per AWWA Formula	Per City Formula

- B. Any remodel and/or use change shall pay the difference between the new use and/or size and the previous use and/or size. No refund shall be allowed for use and/or size reduction.
- C. The city shall charge a general facility charge for each connection to the water utility system that (1) does not require a metered domestic connection and (2) does require a fire suppression connection, such as hydrants or sprinklers, in the following amounts based on the use type:

Use Type	General Facilities Charge (Inside City Limits)
Residential use	\$7,300.00

	General Facilities Charge (Inside City Limits)
Use Type	

Any other use	18,250.00
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- D. The water system general facility charge for connections to properties located outside the city limits shall be charged at one and one-half times the rates for inside city limits.
- E. Each general facility charge shall be paid to the city at the time of building permit issuance. Where capacity is increased as outlined in Chapter 19.10 GHMC but no building permit is required, each general facility charge shall be paid at the time capacity is increased.

Section 13. Section 14.10.020 of the Gig Harbor Municipal Code is hereby repealed and replaced with the following:

14.10.020 Policy on rates and charges.

- A. For each single-family dwelling, each accessory dwelling unit, each residential unit of a duplex, and each mobile/manufactured home on one parcel, the utility shall charge the number of equivalent billings units based on the following classification:
 - 1. Small residence (4,400 square feet or less of hard surface area) shall be one EBU.
 - 2. Medium residence (more than 4,400 square feet of hard surface area and less than 7,000 square feet of hard surface area) shall be 1.3 EBUs.
 - 3. Large residence (7,000 square feet or more of hard surface area) shall be 1.6 EBUs.
- B. Commercial buildings shall be granted a 10 percent rate reduction if all buildings on the property are shown to utilize a rainwater harvesting system in accordance with RCW 35.92.020(3).
- C. For all other developed parcels, including parcels with the mixed use of a residential use and any other use, the utility shall charge the number of equivalent billing units calculated on each parcel based on the amount of hard surface on each parcel divided by the definition of an equivalent billing unit identified in GHMC 14.10.010. Regardless of calculation of hard surface, a minimum of one equivalent billing unit shall be charged. Calculations that result in more than one equivalent billing unit shall be rounded to the nearest 0.1 EBU.

Section 14. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be unconstitutional by a court of competent jurisdiction, such

invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 15. Correction of Errors. The city clerk and codifiers of the ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 16. Effective Date. This ordinance shall be in full force and take effect January 1, 2025, which is at least five (5) days after its publication of an approved summary consisting of the title.

ADOPTED by the Council of the City of Gig Harbor at a regular meeting thereof, held this 25th day of November, 2024.

Brenda Lykins
Mayor Pro Tempore

Approved as to form:

Attest:

Daniel Kenny
City Attorney

Joshua Stecker, CMC
City Clerk



DEPARTMENT UPDATES

Wednesday, December 4, 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 council members 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

Employee of the Quarter: At Tuesday's All-Staff Meeting, City Administrator Knutson announced the latest winner of Employee of the Quarter – Mandy Chapman! Mandy consistently goes above and beyond for both internal and external customers. She has stepped up to learn and perform duties essential to the Public Works team to fill gaps in staffing, even during the latest (very busy!) construction season. Through it all, Mandy maintains kindness to all with a great sense of humor. Thank you, Mandy, for helping to make the Gig Harbor Team even better!

Congratulations to the other staff members who were nominated this quarter. Your contributions to the city's mission are valued and appreciated: Finance Technician **Micheal Williams**, Payroll Benefits Administrator **Linda Gratzner**, Senior Planner **Jeremy Hammar**, Principal Planner **Robin Bolster-Grant**, Police Lieutenant **Fred Douglas**, and Wastewater Operator III **James Wilkinson**.

Utility Discount Program Update: During the November 14 study session, the Housing, Health, and Human Services (H3) Program Manager presented the proposed Senior Utility Discount Program eligibility update to the city council. Council was supportive of the program eligibility update coming forward at the next council meeting. During the November 25 council meeting, in partnership with Public Works Director Jeff Langhelm, the H3 Program Manager presented the first reading of the utility billing ordinance to council. The second reading will be presented at the December 9 city council meeting.

COMMUNITY DEVELOPMENT

Interim Community Development Director Jeff Wilson

The Department is currently managing year-end transitions and the completion of ongoing projects. It is with great sadness that we announce the resignation of Robin Bolster-Grant, who will be leaving her position to pursue a new opportunity with the City of Tacoma. Her last day with the city will be December 13. We extend our deepest gratitude to Robin for her dedicated service to the Department, the city, and most importantly, the residents and businesses of Gig Harbor. She will be greatly missed.

As noted in the Planning update below, the planning commission has formally recommended approval of the comprehensive plan to the city council. We are scheduled to present the recommended plan during a series of study sessions on December 4 and 5, with additional sessions planned for January, targeting adoption in February 2025.

In addition, staff will be presenting recommendations for permit processing goals related to the implementation of Senate Bill 5290 during a study session on December 5. We aim to adopt the necessary language before the end of the year.

PLANNING

We are happy to announce that at its November 21 Public Hearing, the planning commission moved to recommend approval of the draft Comprehensive Plan Update. Many members of the community were in attendance, voicing support for the addition of a Historic Preservation Element. The commission included a motion recommending the city council consider adding the element at the next opportunity to amend the adopted plan.

BUILDING & FIRE PREVENTION

The Building Division has received applications for several new projects this reporting period, including remodeling work going on at Kohls, the Harbormaster Apartments, and the Block Dental Building on 56th. Final approval was granted for a triplex on North Harborview, work performed at Discovery Elementary School, and an Adult Family Home on Island View Court. 226 inspections were completed.

CODE ENFORCEMENT

No updates this week but stay tuned...

COURT

Court Administrator Stacy Colberg

No updates this week but stay tuned...

FINANCE

Finance Director Dave Rodenbach

Sales Tax Revenues: Year to date sales tax distributions through September and October were down 0.7% and 1.2%, respectively, as compared to the same period in 2023. The November 2024 distribution was 1.9% more than received in November 2023, thus decreasing the year-to-date 2024 deficit to 0.9% through November. It should be noted that November sales tax distribution represents sales that occurred in September.

HUMAN RESOURCES

[Human Resources Director Shannon Costanti](#)

ADVANCE YOUR CAREER

Looking to grow in your career? Check out the [current job opportunities](#) here at the city!

Position	Type	Status
Police Officer - Exceptional Entry	FT	Continuous
Police Officer - Lateral Entry	FT	Continuous
Associate Engineer	FT	Open until 12/5
Maintenance Technician	FT	Closed - Jesse Savage started 12/2
Finance Technician	FT	Closed - Jami Hoffman-Perron starting 12/9
Community Development Director	FT	Closed - selection pending
Infrastructure Systems Engineer	FT	Closed - selection pending
Laborer	FT	Closed - selection pending
Payroll & Benefits Administrator	FT	Closed - selection pending
Utility Billing Technician	FT	Closed - selection pending

ITS

[Information Technology Services Manager Keith Smith](#)

No updates this week but stay tuned...

POLICE

Police Chief Kelly Busey

Staffing: We have a police officer applicant completing the final stages of his background investigation and hope to have him on board by mid-December. Recruiting continues.

Responding to Calls: On November 24, Officer Burns was dispatched to a shoplifting call in which the suspect stole over \$700 worth of merchandise. The suspect was gone when the officer arrived, but the officer searched the area and located a possible suspect in a car nearby. The officer compared a picture of the suspect taken from the store surveillance system to the person in the car and confirmed that it was the same individual. Officer Burns took him into custody and returned the property to the business.

On November 28, Officer Erwin was dispatched to the theft of a purse from a grocery cart at Safeway. The suspect had taken the purse into a store bathroom and emptied the contents. He removed ID and credit cards from the purse and left everything else behind. Store video captured the suspect and his vehicle. Sergeant Dahm located the vehicle in the Fred Meyer parking lot and Officer Erwin responded to help search for the suspect inside. Using another surveillance photo from Safeway, the suspect was positively identified and taken into custody. He had a lengthy criminal history and was the subject of several outstanding arrest warrants from as far away as Maine. By the time the suspect had been taken into custody, he had already used the credit cards from the Safeway victim to purchase another prepaid credit card at Fred Meyer and had even called the issuing bank to activate it (adding the crime of identity theft).

Gig Harbor Police Department Calls for Service by Day of Week and Hour of Day

Counts shown are from a running 24 month period ending November 2024

Hour of Day																								
	00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23
Sunday	89	81	58	51	34	33	16	33	58	79	98	109	97	112	107	101	124	120	147	173	189	174	69	62
Monday	60	55	38	44	49	49	52	101	128	153	144	148	130	139	137	182	160	136	125	170	181	176	78	40
Tuesday	57	42	34	34	23	38	57	102	109	119	109	119	153	145	131	131	152	132	154	153	167	174	100	68
Wednesday	56	39	42	43	34	37	36	73	134	153	153	124	138	143	157	164	133	131	161	155	160	149	112	74
Thursday	42	50	41	44	52	31	40	63	117	114	146	149	143	126	144	169	158	144	164	152	143	160	113	96
Friday	59	56	57	57	52	38	38	72	124	135	132	141	133	143	184	162	144	164	210	182	165	164	151	101
Saturday	99	78	55	55	38	23	34	40	55	98	132	137	131	131	151	134	143	129	155	170	158	158	115	101

200 +

167 - 199

134 - 136

100 - 133

67 - 99

34 - 66

0 - 33

PUBLIC WORKS

Public Works Director Jeff Langhelm

tx'waalqəł Conservation Area: On November 23, the city held a brief ceremony to celebrate the acquisitions of Phases 2 & 4 of the tx'waalqəł Conservation Area. Councilmember (now Mayor) Mary Barber gave remarks to thank those that contributed to the acquisition, including Pierce County Councilmember Robyn Denson, Ali Querin of the Great Peninsula Conservancy, and Chris Chaput of the Pierce County Conservation Futures program. Thanks to Harbor WildWatch for allowing the event to coincide with this year's Chum Walk, which brought a lot of families out to Donkey Creek Park. The chum salmon even made an appearance this year!



Mary Barber & Ali Querin



Donors to Gig Harbor Land Conservation Fund

Water Operations: (1) Crews are completing routine water main flushing which removes manganese from the city's water distribution system. (2) After being down for maintenance and repairs for a few months, the Well #2 pump and motor is back up and operating. (3) Congratulations to Dan Melton for obtaining his Water Distribution Manager 3 license! This advancement in certifications is one of many recent self-motivated advancements completed by Water Operations staff. (4) Crews are gearing up to complete the second round of PFAS testing across the city's water system in December.

Operations Division Updates: (1) The Parks and Grounds crews have now completed the long process of winterizing the city's parks infrastructure. This process includes draining irrigation systems, drinking fountains, etc. (2) Many members of the Operations Division are now in full holiday decorating mode. These decorations are located around town at various intersections and parks. This also includes the cutting, delivering, placing, and decorating of the city's holiday tree in Skansie Park. *(The photo to the right is from the tree cutting at Joint Base Lewis-McChord on November 26.)* (3) Jesse Savage, previously a Laborer in Parks and Grounds, has been promoted to Maintenance Technician in Parks and Grounds. Jesse held the position of Maintenance Technician from 2006 through 2019, when he left employment with the city. Jesse returned to work at the city in 2023.



Facilities Maintenance: Pete Frontiero is moving the existing rolling file cabinets from the front area in the Police Department to the evidence room to help with the PD's processes to gain accreditation.

Transportation Improvement Board Grant Announcements: The city has received official notice from the Washington State Transportation Improvement Board (TIB) that TIB awarded the city with two of the three grant applications submitted by the city in July 2024. Staff knew it was unlikely the city would be awarded all three grants, but the city received the maximum amount requested by projects. The awarded amount for the 38th Ave Roundabout Project is expected to be \$1.64 mil. The awarded amount for the 38th Ave Corridor Project is expected to be \$750,000. These grants will return existing funding proposed in the 2025-26 budget to both the city's Transportation Benefit District fund and Transportation Impact Fee fund. The city will be signing funding agreements with TIB in December.

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: December 9, 2024

SUBJECT: Professional Services Contract with BERK Consulting for Business & Occupation Tax Analysis

SUBMITTED BY: City Administrator Katrina Knutson

DEPARTMENT: Administration

PHONE: (253) 851-6127

SUGGESTED MOTION: Move to authorize the mayor to execute a professional services contract with BERK Consulting for business & occupation tax analysis.

BACKGROUND INFORMATION: Following the city council's direction, staff has been tasked with exploring options for implementing a Business and Occupation (B&O) tax in Gig Harbor. This initiative follows the recent failure of the levy lid lift ballot measure, during which residents expressed a desire for visitors to contribute more significantly to funding essential city services. Notably, 89% of arrests made by our police officers involve individuals who are not city residents, highlighting just one example of how non-residents place considerable demand on city resources. As Gig Harbor welcomes a large number of visitors, their contribution to the city's workload makes exploring equitable funding mechanisms essential.

To ensure a thorough and transparent evaluation of the B&O tax proposal, the city has engaged a qualified third party to review the analysis conducted by staff. This external review will validate the assumptions, data, and methodologies used, ensuring all potential options are examined. By incorporating an independent review, the city demonstrates its commitment to prudent financial management and providing residents with reliable, well-vetted recommendations.

The proposed scope of work for this evaluation includes three key tasks: project management, financial analysis, and communications support. Initial efforts will focus on data collection and revenue estimation using business income information from the Washington State Department of Revenue or alternative city records. A comparison of Gig Harbor's potential tax framework with neighboring and peer cities will be included. Additionally, clear communication materials will be prepared for the city council and the business community to explain the necessity of the proposed tax, its potential impact, and the services it would support. An optional component involves hosting workshops with business owners to address concerns and foster dialogue.

This process will take place between December 2024 and March 2025, with final results delivered in March. By thoroughly analyzing and engaging stakeholders, the city aims to present an informed recommendation that aligns with the community's needs and values.

FISCAL CONSIDERATION:

Expenditure Required: \$ 23,200	Amount Budgeted: \$ 0	Appropriation Required: \$ 0
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ATTACHMENTS:

1. COGH Prof Serv Contract BERK B&O Tax Analysis
2. Proposed Scope of Work

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

**PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND BERK CONSULTING**

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

RECITALS

WHEREAS, the City is presently engaged in analyzing the options for imposing a Business & Occupation (B&O) tax and desires that the Consultant perform services necessary to provide the following consultation services; and

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

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

TERMS

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

2. Payment.

A. The City shall pay the Consultant an amount based on time and materials, not to exceed twenty-three thousand two hundred dollars (\$23,200.00) 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.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within 45 days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within 15 days from the date of receipt and shall pay that

portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

3. Duration of Work. The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by March 31, 2025; provided however, that additional time shall be granted by the City for excusable days or extra work. Further, the parties may extend the duration of this Agreement consistent with the terms of Section 17 below.

4. Termination. The City reserves the right to terminate this Agreement at any time upon ten (10) days written notice to the Consultant. Any such notice shall be given to the address specified above. In the event that this Agreement is terminated by the City other than for fault on the part of the Consultant, a final payment shall be made to the Consultant for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by the Consultant of the notice to terminate. In the event that services of the Consultant are terminated by the City for fault on part of the Consultant, the amount to be paid shall be determined by the City with consideration given to the actual cost incurred by the Consultant in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the City at the time of termination, the cost of the City of employing another firm to complete the work required, and the time which may be required to do so.

5. Non-Discrimination. The Consultant agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, color, creed, religion, national origin, marital status, sex, sexual orientation, age or handicap, except for a bona fide occupational qualification. The Consultant understands that if it violates this provision, this Agreement may be terminated by the City and that the Consultant may be barred from performing any services for the City now or in the future.

6. Independent Status of Consultant. The parties to this Agreement, in the performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be considered or construed to be the employees or agents of the other party for any purpose whatsoever.

7. Indemnification.

A. The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers, harmless from any and all claims, injuries, damages, losses or suits including reasonable attorneys fees, arising out of or resulting from the negligent or wrongful acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

8. Insurance.

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

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

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

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

- performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 4. Professional Liability insurance appropriate to the Professional's profession.

D. Minimum Amounts of Insurance. The Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Employer's Liability, each accident \$1,000,000, Employer's Liability Disease-each employee \$1,000,000, and Employer's Liability Disease - Policy Limit \$1,000,000.
4. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim/aggregate.

E. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respect to the City of Gig Harbor. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute to it.
2. The City of Gig Harbor will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City of Gig Harbor will not waive its right to subrogation. The Consultant's insurance shall be endorsed to waive the right of subrogation against the City of Gig Harbor, or any self-insurance, or insurance pool coverage maintained by the City of Gig Harbor.
3. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, unless thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
4. If any coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.

F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII and licensed to conduct business in the State of Washington.

G. Verification of Coverage. The Consultant shall furnish the City with

original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

9. Ownership and Use of Work Product. Any and all documents, drawings, reports, and other work product produced by the Consultant under this Agreement shall become the property of the City upon payment of the Consultant's fees and charges therefore. The City shall have the complete right to use and re-use such work product in any manner deemed appropriate by the City, provided, that use on any project other than that for which the work product is prepared or modification of the work product shall be at the City's risk unless such use is agreed to by the Consultant.

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

11. Records.

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

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

meaning as defined by chapter 42.56 RCW, as construed by Washington courts.

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

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

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

14. Resolution of Disputes and Governing Law.

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

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

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

BERK Consulting	City of Gig Harbor
ATTN: Allegra Calder,	ATTN: Katrina Knutson, City
Principal	Administrator

2200 Sixth Avenue Suite
1000
Seattle, WA 98121
(206) 324-8760

3510 Grandview Street
Gig Harbor, WA 98335
253-851-6170

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

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

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

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its: _____

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

MEMORANDUM

DATE: November 4, 2024
TO: Katrina Knutson, City Administrator
FROM: Katherine Goetz, Senior Associate
RE: B&O Tax Analysis Proposal

I am pleased to submit this proposed scope of work and estimated budget for a B&O Tax Analysis for the City of Gig Harbor.

Proposed Scope of Work

The City of Gig Harbor is exploring the adoption of a Business & Occupation (B&O) tax. The City put a levy lid lift measure to voters in April 2024, but it was not approved and thus the City is exploring options for new revenue to sustain current services.

Project Approach

Task 1. Project Management

We will hold a kickoff meeting with the City's project manager to discuss project expectations and desired outcomes, data to be requested from the Washington State Department of Revenue (DOR), the proposed methodology for estimating revenues, proposed engagement activities or materials to be developed, and the project schedule. We will schedule regular meetings with the project manager to share updates and present results.

Task 2. Financial Analysis

We will request business income information for the City of Gig Harbor from the DOR. Should fulfillment of this request not align with the project schedule, we will use information the City has on taxable retail sales and business licenses. Using the available information, we will estimate revenues using assumptions for the tax rate, the annual threshold amount for when taxes are due, and different business types. We will provide information on neighboring and select peer cities to see how the City's proposed B&O tax would compare to others. We will also provide information that puts a proposed City B&O tax in the context of the businesses taxes that are paid to the State of Washington.

Task 3. Communications Support

To better understand what questions or concerns business owners have raised about a B&O tax, we will review results from a recent survey conducted by the Chamber of Commerce. We will prepare materials for the City Council and the business community that clearly describe the need for additional revenue and the types of services (and level of service) it would support, along with potential impact to businesses.

Optional Task: Business Outreach Workshops

If desired, we can hold in-person or virtual workshops with business owners to have more in-depth dialogue about their questions and concerns. We will open the workshop with a presentation about the City's available revenue sources and financial challenges, the approach to long-term financial sustainability, and the results of the survey. Following the presentation, we will hold a general discussion to answer questions.

Project Timeline and Budget

The proposed timeline for this project is December 1, 2024 to March 31, 2025. The project tasks and timeline are described below:

- Hold internal kickoff meeting (December 2024).
- Request data for financial analysis (December 2024).
- Estimate revenue collections (January-February 2025).
- Prepare communications materials (January-February 2025)
- (Optional) Hold workshops with business owners (February 2025).
- Provide final analysis and materials to the City (March 2025).

The proposed budget for this project is \$18,700, or \$23,200 with the optional task. The anticipated level of effort by person by task for this project is shown on the table below. This is based on our current understanding of the project and scope of work. We are happy to revise this initial estimate after further conversation.

	Katherine Goetz Project Manager	Allegra Calder Principal-in- Charge	Ariel Hsieh Analyst	Total Hours and Estimated Cost by Task
2024 Hourly Rate	\$190	\$260	\$150	
Task 1: Project Kick-off and Management				
Hold project kickoff meeting	2	2	2	
Conduct ongoing project management	8			
Subtotal	10	2	2	14
				\$2,720
Task 2: Financial Analysis				
Collect data	4		12	
Estimate revenues	8		12	
Collect information on other cities	8		8	
Subtotal	20	0	32	52
				\$8,600
Task 3: Communications Support				
Review prior engagement	4	4		
Prepare communications materials	12	12		
Subtotal	16	16	0	32
				\$7,200
Total Estimated Hours	46	18	34	98
Cost (Hours*Rate)	\$8,740	\$4,680	\$5,100	\$18,520
Subtotal Consultant Cost	\$18,520			
Data Fee for Dept. of Revenue	\$180			
Estimated Project Total	\$18,700			
Optional Tasks: Business Outreach Workshops				
Hold two business outreach workshops	6	6		
Summarize findings	4	4		
Subtotal	10	10	0	20
Cost (Hours*Rate)	\$1,900	\$2,600	\$0	\$4,500
Total with Optional Tasks	\$23,200			

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	Dec. 9	5:30pm	City Council Meeting	See Agenda
W	Dec. 11	10:00am	Arts Commission	CANCELLED
TH	Dec. 12	12:00pm	Lodging Tax Advisory Committee	CANCELLED
TH	Dec. 12	3:00pm	City Council Study Session	• Homeless Response Plan • Tenant Protections
TH	Dec. 12	4:00pm	City Council Special Meeting	Interviews for City Council Vacancy
TH	Dec. 19	5:30pm	Planning Commission	CANCELLED
M	Dec. 23	5:30pm	City Council Meeting	NO MEETING
TH	Jan. 2	5:30 pm	Planning Commission	CANCELLED
TH	Jan. 9	5:30 pm	Design Review Board	
TH	Jan. 9	3:00 pm	City Council Study Session	Continued Review 2024 Comprehensive Plan Update Review PC Recommendation
M	Jan. 13	5:30pm	City Council Meeting	Consent: • Resolution 1326 Authorizing Lodging Tax Grants Business Items: • First Reading and Adoption of Ordinance 1535 Adopting Procedures Related to SB 5290
TH	Jan. 16	5:30 pm	Planning Commission	Election Chair/Vice Chair
TH	Jan. 16	3:00pm	City Council Study Session	• Gig Harbor BoatShop lease revision request • Code Updates to City Docks – Prohibition of Fishing, Shellfishing, and Diving • Traffic Calming Camera Discussion • Lift Station 1A – Project Update • Amending the 2018 Wastewater Comprehensive Plan • Continued Review 2024 Comprehensive Plan Update Review PC Recommendation (if needed)
TH	Jan. 23	5:30 pm	Design Review Board	
M	Jan. 27	5:30pm	City Council Meeting	Business Items: • Resolution 13xx Adopting an Amended 2018 Wastewater Comprehensive Plan • Election of May Pro Tempore Staff Report: Official City Newspaper
TU	Jan. 28	5:30 pm	Historic Preservation Commission	
TH	Jan. 30	3:00pm	City Council Study Session	• Continued Review 2024 Comprehensive Plan Update Review PC Recommendation (if needed)

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
				• Introduction to Updating the Transportation Impact Fee • Sewer Utility Extension Agreement – DMA Short Plat Sewer Utility Extension Agreement - Purdy Interchange South Plat (Rush)
M	Feb. 10	5:30 pm	City Council Meeting	First Reading of Ordinance XXXX Adopting Comprehensive Plan Update
TH	Feb. 13	3:00pm	City Council Study Session	• Well #9 – Project Update
M	Feb. 24	5:30 pm	City Council Meeting	Second Reading and Adoption of Ordinance XXXX Adopting Comprehensive Plan Update
TH	Feb. 27	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