

City Council Meeting

**April 12, 2021
5:30 p.m.**



MINUTES FOR GIG HARBOR CITY COUNCIL MEETING Monday, March 22, 2021 – 5:30 p.m.

Due to public health concerns, this meeting was held remotely.

CALL TO ORDER / ROLL CALL:

Mayor Kuhn called the meeting to order and called roll. Those present: Councilmembers Abersold, Denson, Himes, Markley, Rodenberg, Woock and Franich

Staff / Attorney present: City Administrator Bob Larson, Chief Kelly Busey, Public Works Director Jeff Langhelm, City Clerk Molly Towslee, Assistant City Clerk Josh Stecker, City Attorney Kari Sand and Labor Attorney Sofia Mabee

Guests: Chamber of Commerce Executive Director Warren Zimmerman, Downtown Waterfront Association Board President Chuck Cuzzetto, DWA Executive Director Mary Desmarais, DWA Josh Sterling, Farmers Market Manager, Heidi Gerling, Ethan Nash and Michael Nash, Nash Consulting

PLEDGE OF ALLEGIANCE:

CHANGES TO THE AGENDA:

CONSENT AGENDA:

1. City Council Minutes Mar. 8, 2021  [↩](#)
2. Receive and File: a) Welcoming City Proclamation;  [↩](#) b) Chamber of Commerce;  [↩](#)
c) Visitor's Center Year End Reports;  [↩](#) d) Downtown Waterfront Association Year End Report;  [↩](#) e) Planning Commission Minutes Feb. 18, 2021  [↩](#)
3. LTAC/Parks Commission Appointments  [↩](#)
4. R-1203 GHAC Creative Endeavor Grant Awards  [↩](#)
5. Utility Revenue and Rate Studies – Professional Services Contract  [↩](#)
6. Interlocal Agreement – Pierce Transit  [↩](#)
7. Approval of Vouchers for May 22, 2021: Checks #94927 through #95031 and ACH payments in the amount of \$875,097.72.

MOTION: Move to approve the Consent Agenda as presented.
Woock / Abersold – unanimously approved

PRESENTATION:

1. [Downtown Waterfront Association Year End Report](#) – Board President Chuck Cuzzetto opened the presentation by thanking the city for the continued support. He introduced Executive Director Mary DesMarias, Josh Sterling and Heidi Gerling who shared information on the way they successfully “pivoted” due to COVID-19, and how this affected programs and events this past year.

2. [Chamber of Commerce / Visitor's Center Year End Report](#) – Executive Director Warren Zimmerman explained that 2020 was traumatic for everyone. It was the 40th Anniversary for the Chamber and they were lucky to be able to celebrate before COVID-19 shut everything down. He shared an overview of how the Chamber continued providing services without volunteers. He also provided a history of the Visitor's Center Building from construction in 1961 until today.

3. [Parks Commission Certificate of Appreciation for Sara McDaniel](#) – Public Works Director Jeff Langhelm recognized Sara McDaniel for her seven years of service on the Parks Commission. Sara was a big part of the Parks Appreciation Day activities and she will be sorely missed. Councilmembers Denson and Markley praised Sara's involvement in the community.

MAYOR'S REPORT: [Welcoming City Proclamation](#). Mayor Kuhn read the document proclaiming the City of Gig Harbor as a Welcoming City that embraces all residents and visitors regardless of race, creed, or national origin; and strives for unity and harmony in our community.

[City Administrator Larson recommended](#) attending to New Business Item No. 1 at this time to allow participation by the consultant as he has another commitment. The Mayor concurred.

1. [Employee Engagement Professional Services Contract](#)  ⇐. Mayor Kuhn shared that he worked with the contractor to lower the proposed fee from \$48,000 to \$43,000 to save the city money.

Labor Attorney Sofia Mabee presented this proposal with Nash Consulting as a follow up from the employee engagement survey conducted in the fall of 2020.

[Michael Nash](#) provided an overview of Nash Consulting's experience and qualifications and explained that their mission is to help organizations be as healthy as possible through a multi-faceted approach. Their primary focus is to help leaders and managers be as skilled as possible. He shared an overview of how they are proposing to implement this in Gig Harbor. [He addressed questions](#) about the extent of his knowledge of the survey results as the basis for the proposal, commitment to the process, and whether this process should be postponed until after the new administration is in place.

[The Mayor shared](#) his view that this would be better if we waited until it could be done in person, or as was suggested, in January. [Mr. Nash had to leave](#) the meeting at 6:28 p.m. Ethan Nash remained as Council continued their deliberation.

[Attorney Mabee](#) and Consultant Ethan Nash addressed questions on the contract cost and deliverables of the proposed program.

The Mayor opened the public comment period.

[Thomas Wick – Hunt Street](#). Mr. Wick agreed that it would be a waste of money until the new administration is in place. He said a consultant isn't going to help with what is needed: integrity, honesty, and transparency, which Gig Harbor lacking. He said the issues the city faces also impact the surrounding residents.

There were no further public comments. [Council Woock](#) commented on the basis for the scope of work and offered the following motion:

MOTION: Move to direct the Mayor to have the City Administrator form a committee with the City Administrator as the leader, include directors, supervisors, some employees, and Councilmembers Abersold, Markley and Rodenberg with the purpose of how to proceed with the consultant training program and report back to the full council no later than May the 24th.
Woock / Rodenberg -

Mayor Kuhn voiced concern with the choice of these Councilmembers, the additional workload placed on staff, and council meddling in the day to day work. Councilmember Franich said there is no need to move forward with the contract as it was politically motivated.

Attorney Mabee was asked to clarify how the questions on the survey were compiled.

AMENDMENT: Move to amend the motion to appoint Councilmembers Himes, Franich and Abersold to that committee.
Franich / Abersold -

Council continued deliberation prior to the vote on the amendment. Councilmember Markley said considering her candidacy for Mayor she will not accept the nomination to the committee.

The Mayor asked if Councilmember Woock would like to name another to her motion. Councilmember Denson agreed to serve and so Councilmember Woock offered to restate her original motion with the substitution. City Administrator Larson pointed out there is an amendment on the table that requires a vote at this time.

City Attorney Sands asked that council first vote on the amendment before considering any other amendments.

AMENDMENT: Move to amend the motion to appoint Councilmember Himes, Franich and Abersold to the committee.
Franich / Abersold – roll call vote:

Abersold – aye; Denson – no; Franich – aye; Himes – aye; Markley – abstain; Rodenberg – no; Woock – no. Mayor Kuhn voted yes to break the tie. Motion passed.

The Mayor thanked Mr. Nash. Clerk Towslee reminded the Mayor that there still needed a vote on the original motion as amended.

MAIN MOTION AS AMENDED: Move to direct the Mayor to have the City Administrator form a committee with the City Administrator as the leader, include directors, supervisors, some employees, and Councilmembers Himes, Franich and Abersold with the purpose of how to proceed with the consultant training program and report back to the full council no later than May the 24th. Woock / Rodenberg -

Council continued discussion. Another amendment was placed on the table by Councilmember Woock to allow the City Administrator to choose which three councilmembers could serve on the committee. After a great deal of discussion, it was determined that this was an improper amendment and it was withdrawn.

There was further deliberation on the makeup of the committee. A suggestion was made to allow Ethan Nash to sign off at this time: 7:17 p.m.

There was continued deliberation on the improper amendment. Councilmember Franich disagreed that more amendments should be allowed and called the question.

MOTION: Call the question to stop the debate.
Franich / Abersold – roll call vote:

Abersold – aye; Denson – no; Franich – aye; Himes – aye; Markley – no; Rodenberg – no; Woock – no. Motion failed 4-3.

Debate continued the improper amendment. Attorney Sands clarified that the amended main motion inserted Councilmembers Himes, Franich and Abersold.

MAIN MOTION AS AMENDED: Move to direct the Mayor to have the City Administrator form a committee with the City Administrator as the leader, include directors, supervisors, some employees, and Councilmembers Himes, Franich and Abersold with the purpose of how to proceed with the consultant training program and report back to the full council no later than May the 24th. Woock / Rodenberg – roll call vote:

Abersold – aye; Denson – no; Franich – aye; Himes – aye; Markley – no; Rodenberg – no; Woock – no. Motion failed 4-3.

MOTION: Move to direct the Mayor to have the City Administrator form a committee with the City Administrator as the leader, include directors, supervisors, some employees, and three Councilmembers chosen by the City Administrator with the purpose of how to proceed with the consultant training program and report back to the full council no later than May the 24th. Woock / Rodenberg –

Council deliberated on the fairness of these past motions and clarified how it became so confused. A point was made on the appropriateness of council serving on the committee.

AMENDMENT: Move to amend the motion to eliminate all Councilmembers from the committee chaired by the City Administrator.
Himes / Abersold –

The Mayor and Councilmembers shared their comments and concerns on the motion and the amendment.

AMENDMENT: Move to amend the motion to eliminate all Councilmembers from the committee chaired by the City Administrator.
Himes / Abersold – roll call vote:

Abersold – aye; Denson – no; Franich – aye; Himes – aye; Markley – no; Rodenberg – no; Woock – no. Motion failed 4-3.

MAIN MOTION: Move to direct the Mayor to have the City Administrator form a committee with the City Administrator as the leader, include directors, supervisors, some employees, and

three Councilmembers chosen by the City Administrator with the purpose of how to proceed with the consultant training program and report back to the full council no later than May the 24th. Woock / Rodenberg – roll call vote:

Abersold – no; Denson – aye; Franich – no; Himes – no; Markley – aye; Rodenberg – aye; Woock – aye. Motion passed 4-3.

[The Mayor voiced](#) disappointment that the Gateway's premature release of an article led to this confusion and changed the vote.

[When asked for clarification on the votes](#), Attorney Sands explained that the outcome was decided by a majority of council that confirms the will of council. If Council wants to change the outcome it can be done with a motion to reconsider at a subsequent meeting.

[The Mayor called](#) a brief recess at 8:01 p.m. [The meeting reconvened](#) at 8:15 p.m.

CITY ADMINISTRATOR'S REPORT: [City Administrator Larson](#) provided a COVID-19 update on vaccination clinics, the eventual return of staff, reopening of the Civic Center and in-person meetings, and the second round of CARES funds. He offered to respond to questions.

Mr. Larson responded to comments about reopening too soon. He said that we are taking every precaution to ensure the safety of the employees and the public. He added that we have no jurisdiction over the opening of Municipal Court, but he is working with them.

PUBLIC COMMENT ON NON-AGENDA ITEMS:

[Peter Fraser – 3414 59th St. Ct.](#) Mr. Fraser voiced his support for installing sidewalks along both sides of 38th Avenue between Hunt and 56th Street.

[Marlene Druker](#), Roger Henderson, Nick Tarabochia, Doug Terrien, Tomi Kent Smith, Kari Heber, Ryan Fitzpatrick, Carlos Duboc, Max & Jame Belle, Katianna Hebden, Dave Blanding, Jeff Brune, Sue King and David Wittenberg signed on to a letter voicing disappointment that Council decided it's not a priority to establish a Pedestrian and Cyclist Advisory Committee. They will continue to bring safety concerns to the attention of the City Council and Public Works Committee to improve safety.

[Thomas Wick – Hunt Street](#). Mr. Wick shared concern that the city continues to allow the development uphill from his property without appropriate drainage. He said the offer to pay for a drainage study fell on deaf ears. He asked the Mayor and Council to take immediate action to issue a stop work order.

OLD BUSINESS: None

NEW BUSINESS:

2. [Public Hearing and First Reading of Ordinance – City Assumption of the Transportation](#)

[Benefit District](#)  Finance Director David Rodenbach provided a brief background of the benefit district, and explained that this action to allow Council to assume all functions of the district to simplify the process to collect and expend the funds, and provide for a more efficient operation. He addressed questions. This will return for a second reading and adoption at the

next meeting.

3. [First Reading of Ordinance Amending the 2021 Budget](#)  ⇐ Finance Director David Rodenbach explained that salary ranges changed at the completion of the Police and Non-Supervisory Employees Union negotiations and Council approval of the contracts. The amended salary ranges will be adopted with this ordinance. He answered questions. This will return for a second reading and adoption at the next meeting.

4. [First Reading of Ordinance – Ancich Waterfront Overwater Structures](#)  ⇐ Public Works Director Jeff Langhelm presented the background for this ordinance to adopt rules for the three overwater structures at Ancich Waterfront Park. He addressed Council questions.

The Mayor asked if there were any public comments.

[Thomas Wick – Hunt Street](#). Mr. Wick commented on the penalties and remedies section of the ordinance allowing the city to impose violations, but the city doesn't have any concern for the state laws.

There were no further comments. This will return for a second reading at the next meeting.

COUNCIL REPORTS / COMMENTS:

1. [Board & Commission Candidate Review Committee](#): Councilmember Abersold reported that the commission reviewed questions and then interviewed five applicants and make recommendations for the Parks Commission and Lodging Tax Advisory Committee.

2. [Public Works Committee](#): Councilmember Franich said they discussed the Art installation in the sidewalk at Harborview / Stinson and Impact Fees.

3. [Intergovernmental Affairs Committee](#): Councilmember Denson reported on the projects submitted for funding to Senator Cantwell and Senator Kilmer. She shared that the State budget has rebounded due to the stimulus dollars, but she is unsure of what that means for funding for the Sports Complex. She said they discussed transportation funding, the city's eligibility for the tax incentive program, the bill on the Open Public Meetings Act and the Tacoma Narrows Bridge toll limits.

[Councilmember Himes commented](#) on the number of open positions at the city and asked Council to keep that in mind and show restraint as additional tasks are given. This could result in delayed projects. Mayor Kuhn pointed out that eight of those are seasonal workers.

[Councilmember Franich](#) said he is pleased that we are on a timeline to get major goals done. He referred to the State budget and said revenues are up over 4% without the dollars the Federal Government is giving out. He then voiced disappointment with how New Business #1 turned out and the advice given by the attorney.

ANNOUNCEMENT OF OTHER MEETINGS:

1. City Council Special Meeting: Tue. March 23 at 12:00 p.m.
2. City Council Special Meeting: Thu. March 25 at 3:30 p.m.
3. Planning & Building Committee: Mon. Apr. 5 at 3:00 p.m.

ADJOURN

MOTION: Move to adjourn at 9:06 p.m.
Franich / Woock – unanimously approved

Mayor Kit Kuhn

Molly Towslee, City Clerk

**MINUTES FOR GIG HARBOR CITY COUNCIL SPECIAL MEETING
Tuesday, March 23, 2021 – 12:00 p.m.**

Due to public health concerns, this meeting was held remotely.

CALL TO ORDER / ROLL CALL: Mayor Kuhn called the meeting to order and called roll. Those present: Councilmembers Abersold, Denson, Himes, Markley, and Woock. Councilmembers Rodenberg and Franich were absent.

Staff present: City Administrator Bob Larson, Assistant City Clerk Josh Stecker, Police Chief Kelly Busey, and Public Works Director Jeff Langhelm. Gordon Thomas Honeywell lobbyists Josh Weiss and Annika Vaughn were in attendance as well.

Legislative Session Update with Senator Emily Randall and Representative Michelle Caldier: Council received updates from Sen. Randall and Rep. Caldier on current legislation and budget priorities.

ADJOURN: There was no further discussion and the meeting adjourned at 1:00 p.m.

MINUTES FOR GIG HARBOR CITY COUNCIL SPECIAL MEETING
Thursday, March 25, 2021 – 3:30 p.m.

Due to public health concerns, this meeting was held remotely.

CALL TO ORDER / ROLL CALL: Mayor Kuhn called the meeting to order and called roll. Those present: Councilmembers Abersold, Denson, Himes, Markley, and Woock. Councilmembers Rodenberg and Franich were absent.

Staff present: City Administrator Bob Larson, Assistant City Clerk Josh Stecker, and Public Works Director Jeff Langhelm. Gordon Thomas Honeywell lobbyists Josh Weiss and Annika Vaughn were in attendance as well.

Legislative Session Update with Representative Jesse Young: Council received an update from Rep. Young on current legislation and budget priorities.

ADJOURN: There was no further discussion and the meeting adjourned at 3:58 p.m.

MINUTES FOR GIG HARBOR CITY COUNCIL STUDY SESSION
Thursday, March 4, 2021 – 3:00 p.m.

Due to public health concerns, this meeting was held remotely.

CALL TO ORDER / ROLL CALL: Mayor Kuhn called the meeting to order and called roll. Those present: Councilmembers Abersold, Denson, Franich, Himes, Markley and Woock. Councilmember Rodenberg joined the meeting at 3:38 p.m..

Staff present: City Administrator Bob Larson, Assistant City Clerk Josh Stecker, and Public Works Director Jeff Langhelm.

DISCUSSION ITEMS:

Employee Appreciation Day – Mayor Kuhn read a proclamation declaring March 5 Employee Appreciation Day.

Ancich Dock Rules – Jeff Langhelm reviewed a draft ordinance on rules for the use of the Ancich Netshed, Ancich Pier and Jerkovich Pier. RMSA will review the ordinance and Council will hear first reading on March 22.

Commercial Fishing Homeport Update – Jeff Langhelm reported on potential options for the design of the Commercial Fishing Homeport touching on elements related to the view corridor, finger slips vs. linear moorage, and the number of boats that could be served. A public meeting will be held in the future.

2021 Federal Funding of Capital Projects – Jeff Langhelm presented a list of 5 projects that would be eligible for federal funding:

1. 38th Avenue Improvements, Phase 2 (\$6,950,000);
2. Sports Complex, Phase 1B, including additional parking (\$3,600,000);
3. Burnham Drive Improvements, Phase 1, complete (\$3,000,000);
4. Roundabout Metering at SR-16/Burnham Interchange (\$700,000); and
5. Wollochet Dr/Wagner Wy Intersection Improvements (\$925,000).

MOTION: Move to authorize the Mayor to pursue federal grants for the projects as listed (Woock/Himes).

After discussion, the motion was amended to read:

MOTION: Move to authorize the Mayor to pursue federal grants for the projects as listed, provided that the City does not incur increased net expense due to the grant requirements (Woock/Himes).

MOTION APPROVED: 5-2, Franich and Markley opposed.

ADJOURN: There was no further business and the meeting adjourned at 5:02 p.m.

AGENDA FOR GIG HARBOR CITY COUNCIL MEETING
Monday, April 12, 2021 – 5:30 p.m.

Due to public health concerns, this meeting will be accessible by phone by dialing (253) 215-8782 and entering the Meeting ID 932 1605 6382 or through Zoom at:

<https://zoom.us/j/93216056382>

Comments are only allowed 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 he has opened the public comment portion of the meeting.

Your name or the last four 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 speaking live, you may submit comments in writing before the meeting. Your input / questions must be provided to the City Clerk by 3:00 p.m. on Monday afternoon. All written comments must be able to be read in 3 minutes or less to be included in the record and have the title: FOR PUBLIC COMMENT included. Send comments to: cityclerk@gigharborwa.gov. Written comments will be read during the appropriate agenda item.

CALL TO ORDER / ROLL CALL:

PLEDGE OF ALLEGIANCE: Girls Scout Troop 41049 Members

CHANGES TO THE AGENDA:

CONSENT AGENDA:

1. a) City Council Minutes Mar. 22, 2021; b) City Council Special Meeting Mar. 23, 2021; c) City Council Special meeting Mar. 25, 2021; d) Council Study Session Mar. 4, 2021; e) Council Study Session Mar. 11, 2021
2. Receive and File: a) Skansie Netshed Foundation Year End Report; b) Planning Commission Minutes Mar. 4 and Mar. 18, 2021; c) Shaw Park Instrument Donation Letter; d) Proclamation for Volunteer Appreciation Week e) Planning / Building Minutes Mar. 12, 2021; f) Intergovernmental Affairs Committee Minutes Mar. 22, 2021; g) Boards and Candidate Review Minutes Mar. 15 and Mar. 22, 2021
3. R-1204 WWTP Surplus Equipment
4. R-1205 GHPD Surplus Equipment
5. Railway Carriages at Eddon Boat Building – Purchase Authorization
6. Masonic Lodge Preschool Lease Amendment
7. Wilkinson Farmhouse Lease Amendment
8. Soundview Forest House Lease Amendment
9. Parks Commission Appointment
10. Lift Station #12 (Woodhill Drive) Rehabilitation Project – Professional Services Contract Amendment #1/Kennedy Jenks Consultants, Inc.
11. Approval of Payroll for the month of March: Checks #8258 through #8266 and direct deposit transactions in the total amount of \$481,937.71
12. Approval of vouchers for April 12, 2021: Checks #95032 through #95144 and direct deposit transactions in the total amount of \$1,176,885.67

PRESENTATION:

1. Skansie Netshed Foundation Year End Report – Linda Pitcher
2. Volunteer Appreciation Week Proclamation

MAYOR'S REPORT:

1. Donations: Contrabass Chimes Instrument at Shaw Park and a Memorial Bench at Skansie Brothers Park
2. YMCA Update
3. AWC Legislative Agenda Update: HB-1220 and HB-1099

CITY ADMINISTRATOR'S REPORT:**PUBLIC COMMENT ON NON-AGENDA ITEMS:****OLD BUSINESS:**

1. Second Reading of Ordinance 1457 – City Assumption of the Transportation Benefit District
 - a) Report: Finance Director David Rodenbach
 - b) Clarifying questions from Council
 - c) Public Comment
 - d) Council deliberation and action
2. Second Reading of Ordinance 1458 Amending the 2021 Budget
 - a) Report: Finance Director David Rodenbach
 - b) Clarifying questions from Council
 - c) Public Comment
 - d) Council deliberation and action
3. Second Reading of Ordinance 1459 Ancich Waterfront Overwater Structures
 - a) Report: Public Works Director Jeff Langhelm
 - b) Clarifying questions from Council
 - c) Public Comment
 - d) Council deliberation and action

NEW BUSINESS:

1. First Reading of Ordinance Amending Fireworks Regulations
 - a) Report: Building Official / Fire Marshal Paul Rice
 - b) Clarifying questions from Council
 - c) Public Comment
 - d) Council deliberation
2. Eddon Boat Brick House – Professional Services Contract Amendment #5
 - a) Report: Public Works Director Jeff Langhelm
 - b) Clarifying questions from Council
 - c) Public Comment
 - d) Council deliberation and action
3. Conservation Futures Property Consultant Services Contracts
 - a) Report: Public Works Director Jeff Langhelm
 - b) Clarifying questions from Council
 - c) Public Comment

d) Council deliberation and action

COUNCIL REPORTS / COMMENTS:

1. Planning & Building Committee: Councilmember Himes
2. Parks Commission: Councilmember Abersold

ANNOUNCEMENT OF OTHER MEETINGS:

1. Public Works Committee: Tue. Apr 13 at 3:00 p.m.
2. Boards and Candidate Review Committee: Apr. 19 CANCELLED

ADJOURN

Americans with Disabilities (ADA) accommodations provided upon request. Those requiring special accommodations please contact the City Clerk at (253) 853-7613 at least 24 hours prior to the meeting.

MINUTES FOR GIG HARBOR CITY COUNCIL STUDY SESSION
Thursday, March 11, 2021 – 3:00 p.m.

Due to public health concerns, this meeting was held remotely.

CALL TO ORDER / ROLL CALL: Mayor Kuhn called the meeting to order and called roll. Those present: Councilmembers Abersold, Denson, Franich, Himes, Markley and Woock. Councilmember Rodenberg was excused.

Staff present: City Administrator Bob Larson, Assistant City Clerk Josh Stecker, Public Works Director Jeff Langhelm, and City Attorney Daniel Kenny.

DISCUSSION ITEMS:

Sports Complex Phase I-A Lease Agreement – Mayor Kuhn reported on the financial situation of the YMCA and that the YMCA requests extending the target date for the completion of the Sports Complex Phase 1A past December 31, 2024 and other accommodations. He noted that Phase 1B of the project would still be completed by the City as scheduled.

Daniel Kenny and Jeff Langhelm reviewed the amended language of the draft lease with Council and will prepare a final version for approval by Council at a future meeting.

Bogue Building Lease Agreement – Bob Larson presented a revised lease for use of the Bogue Building Visitor Center with the Chamber of Commerce. Council affirmed their desire to maintain two visitor centers downtown and supported the decision to increase the Chamber's rental rate to 50% of an estimated market rate of \$2400 per month with annual adjustments.

ADJOURN: There was no further business and the meeting adjourned at 4:58 p.m.



SKANSIE NETSHED FOUNDATION

Post Office Box 578 | Gig Harbor, Washington 98335

January 20, 2021

City of Gig Harbor
Molly Towslee
3510 Grandview St
Gig Harbor, WA 98335

Dear Molly,

The Skansie Netshed Foundation's 2020 year has been memorable in so many ways. Because of Covid 19 restrictions, the Netshed was closed to visitors for the 2020 season. This offered us the opportunity to do some organizing and improvements to the building and its contents.

- Storage space in the Skansie House basement has provided dryer and improved capabilities to maintain our inventory of retail, holiday décor, and special event items.
- Members met with the City and Sitts & Jill Engineers regarding Netshed building repairs.
- A document (in lieu of a presentation to the City Council) recounting the History of the Skansie Netshed was created and shared with council members.
- Maintained our website and presence on Facebook.

During 2020, volunteers amassed 137 hours to the Skansie Netshed Foundation. We've had about 10 committed people who volunteer their time and efforts sharing Gig Harbor's fishing heritage with the public at the Skansie Netshed in 2020. We are all hoping that 2021 will be a year where we will be able to share our rich heritage with the public once again.

If you have any questions about our yearly events or this document, please contact me at 253-252-6209.

Sincerely,

Margaret Sather
Board Member
Skansie Netshed Foundation



**Minutes Planning Commission
Gig Harbor Civic Center
Thursday, March 4th, 2021 5:00 P.M.**

5:01 p.m. - Call to order, roll call Planning Commission -Shannon Grina, John Krawczyk, Larry Bradbury, Robert Soltess, Tom Brown, Amanda Bennett and Chair Greg Hoeksema

Carl de Simas – Principal Planner, Commissioner Henderson – Parks Commission, Amy Hilland – Associate Planner, Kim Mahoney – Associate Planner, Marlene Druker – Design Review Board, Jon Ashlock – Design Review Board, Nels Peterson – Design Review Board, Commissioner Coronado – Chair Parks Commission, Michelle Thomas - Planning Technician, Cindy Andrews – Planning Technician

Approval of Minutes: February 18, 2021 Meeting Motion Krawczyk/Bennett, all in favor minutes approved as written



Agenda Items

- I. **Short Course for Local Planning** – Presentation Anne Aurelia Fritzel, AICP, Senior Planner Growth Management Services Washington State Department of Commerce



Other Business

Next Meeting March 18th, 2021 items to discuss – Shoreline Management Update and discussion and continued discussion of Planning Commission reviewing projects outside the worklist

Adjournment Motion Soltess/Bradbury, all in favor meeting adjourned 6:27 P.M.



**Approved Minutes Planning Commission
Gig Harbor Civic Center
Thursday, March 18th, 2021 5:00 P.M.**

5:03 p.m. - Call to order, roll call John Krawczyk, Robert Soltess, Larry Bradbury, Amanda Bennett, Shannon Grina, Tom Brown and Chair Greg Hoeksema
Carl de Simas – Principal Planner, Michelle Thomas - Planning Technician, Kim Mahoney – Associate Planner, Community Development Director – Katrina Knutson

Approval of Minutes: March 4, 2021 Meeting  Motion Krawczyk /Bennett all in favor minutes approved as written

Agenda Items

- I. **Shoreline Management Plan Update** – Presentation by Carl de Simas & Discussion 
SMP Update and Public Arts Amendment to be run separately. Overview and catch up to status of SMP Update. Flood Hazard construction standards. Periodic review scope and why it is being done. Periodic Review nuts and bolts. Current SMP adopted 2013 should be reviewed every 6 years. Process of SMP review and update.
- II. **Shoreline Master Program Amendment for Public Art**- Presentation by Carl de Simas / Kim Mahoney & Discussion- Project outline, description, purpose for the amendment and process 
- III. **Role of the Planning Commission** – Discussion – Subcommittees of the Planning Commission

Other Business

Extra Meeting Availability April – June 2021- Bennett not available for 04.15, Soltess not available for 04.01. 04.29 available for all members if additional meeting is needed.

Next Meeting April 1, 2021

Adjournment Motion Krawczyk/Bennett All in favor Meeting adjourned at 6:47

March 29, 2021

Mayor Kit Kuhn
City of Gig Harbor
3510 Grandview Ave.
Gig Harbor, WA 98335

Dear Mayor Kuhn,

The Rotary Club of Gig Harbor has a fourth donation to the instrument walk at Shaw Park. As you so gratefully helped us place the "Serenade", the third instrument, you mentioned another instrument would be nice. It is with great pleasure to write this letter of donation to you that the club purchased a fourth instrument.

We are ready to place the Contrabass Chimes instrument at Shaw Park. The majestic Contrabass instrument will join the colorful Flowers, Drums and the Serenade instruments. The Contrabass will make a wonderful statement to the community, drawing more attention to Shaw Park and the musical walkway.

Once you notify us of your acceptance, I'll let you know when we plan to install in case you and others want to join us.

Sincerely,

Camilla Bocker, President

Pamela H Peterson

By: Pamela H Peterson, Project Lead

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS volunteering of an individual's time and resources is an essential part of our Gig Harbor pride, and

WHEREAS each year many of our Gig Harbor citizens commit their time and talents to improve the quality of life for our entire community, and

WHEREAS our Gig Harbor volunteers show every day through their dedication and actions that they truly care about our community, and

WHEREAS the volunteer spirit that helped to build the Gig Harbor community is alive and strong today, and

NOW, THEREFORE, I, Kit Kuhn, Mayor of the City of Gig Harbor, do hereby proclaim the week of April 18 through April 24, 2021 as

GIG HARBOR VOLUNTEER APPRECIATION WEEK

and encourage all citizens to express their appreciation to our Volunteers for their selfless efforts to promote and help meet the needs of Gig Harbor through volunteerism.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 12th day of April, 2021.

Kit Kuhn, Mayor

Date



"THE MARITIME CITY"

COMMUNITY DEVELOPMENT
PLANNING DIVISION

Minutes Planning & Building Committee

**Monday, March 1, 2021
3:00 P.M. – 4:30 P.M.**

3:03 p.m. - Call to order, roll call Councilmember Himes; Senior Planner, Carl de Simas; Paul Rice, Building Official/Fire Marshal; Bob Larson, City Administrator; Councilmember Franich; Katrina Knutson, Community Development Director; Michelle Thomas, Planning Technician; Mayor Kit Kuhn & Councilmember Markley
Guest Speaker Jessica Gwilt, Senior Planner | Long Range Planning Pierce County Planning & Public Works

Approval of Minutes: February 1, 2021 Motion Franich/Markley all in favor, minutes approved as written

Agenda Items:

- I. **Buildable Lands Overview**- Presentation Jessica Gwilt, Senior Planner | Long Range Planning Pierce County Planning & Public Works
 - A. Purpose and Growth Management Act Requirements
 - B. Coordination and Report Development
 - C. 2021 Buildable Lands Report Process (timeline and milestones)
- II. **Growth Target Allocation Continuation**-Council Discussion



Other Business

Growth Target Allocation on agenda next 3-4 months
Next Meeting Monday, April 5, 2021

Adjournment Motion Himes/Markley all in favor meeting adjourned at 4:45 P.M.

MINUTES
Intergovernmental Affairs Committee

March 22, 2021 – 4:00 p.m.

Call to Order: Chair Robyn Denson called the meeting to order. Committee members Tracie Markley and Mayor Kuhn were present at roll call with Le Rodenberg excused; City Staff: City Administrator Bob Larson, Police Chief Kelly Busey and Assistant City Clerk Joshua Stecker; Gordon Thomas Honeywell Lobbyists: Dale Learn, Josh Weiss and Annika Vaughn.

Approval of Minutes: The minutes of January 25, 2021 were unanimously approved.

Discussion Items:

1. **Federal Funding Opportunities** – Dale Learn described the process for applying for direct funding at the federal level.
2. **State Legislative Update** – Josh Weiss reported on increased state revenue as compared to 2020 and gave an update on the state budget process and the status of key legislation.

Adjourn: The meeting adjourned at 4:43 p.m.

Minutes
Board and Commission Candidate Review Committee

March 15, 2021 3:00 p.m.

Call to Order: Councilmember Woock called the meeting to order at 3:00 p.m. Councilmembers Abersold, Denson and Mayor Kuhn were in attendance along Assistant City Clerk Josh Stecker, Parks Commission Chair Ben Coronado, and Public Works Director Jeff Langhelm.

Approval of Minutes: The Committee unanimously approved the minutes of February 16, 2021.

Review of Standard Interview Questions: The Committee reviewed and approved the list of standard interview questions as previously amended.

Parks Commission Interviews: The Committee interviewed Anastasia Wright and Mary Barber. Both applicants were unanimously recommended for appointment. Ben Lierence was not available for his scheduled interview and will be rescheduled.

Lodging Tax Advisory Committee Interviews: The Committee interviewed John Moist and James Karrer. John Moist was unanimously recommended for appointment. James Karrer was recommended for appointment by a vote of 2-1 with Councilmember Woock opposed.

Adjourn: The meeting adjourned at 4:58 p.m.

Minutes
Board and Commission Candidate Review Committee

March 22, 2021 3:00 p.m.

Call to Order: Councilmember Woock called the meeting to order at 3:00 p.m. Councilmembers Abersold, Denson and Mayor Kuhn were in attendance along Assistant City Clerk Josh Stecker, and Parks Commission Chair Ben Coronado.

Parks Commission Interview: The Committee interviewed Ben Lieurance and unanimously recommended him for appointment to the Parks Commission.

Adjourn: The meeting adjourned at 3:10 p.m.



**Business of the City Council
City of Gig Harbor, WA**

Subject: Resolution 1204 – Surplus Equipment

Proposed Council Action:

Adopt Resolution No. 1204 declaring the specified equipment surplus and eligible for sale or disposal.

Dept. Origin: Public Works

Prepared by: Darrell Winans, Supervisor *DW*
Wastewater Treatment Plant

For Agenda of: April 12, 2021

Exhibits: Resolution No. 1204
Initial & Date

Concurred by Mayor:

Approved by City Administrator: *OK 3-31-21*
PL 03/30/2021

Approved as to form by City Atty: *ok by email 3-15-21*

Approved by Finance Director: *OK 3/29/21*

Approved by Department Head: *OK 3/24/21*

Expenditure Required	\$0	Amount Budgeted	\$0	Appropriation Required	\$0
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INFORMATION / BACKGROUND

Staff requests authorization to surplus the specified public works equipment referenced on Resolution No. 1204.

This equipment will be sold at auction.

FISCAL CONSIDERATION

Proceeds from auctioning of these items will be receipted into wastewater general funds.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Adopt Resolution No. 1204 declaring the specified equipment surplus and eligible for sale or disposal.

RESOLUTION NO. 1204

**A RESOLUTION OF THE CITY OF GIG HARBOR DECLARING CITY
EQUIPMENT SURPLUS AND ELIGIBLE FOR DISPOSITION**

WHEREAS, the Gig Harbor City Council has determined that city-owned equipment is surplus to the City's equipment needs and has been or is in need of being replaced with new equipment; and

NOW, THEREFORE, the City Council of the City of Gig Harbor hereby resolves as follows.

To declare as surplus:

EQUIPMENT		Quantity	SERIAL / ASSET NUMBER	MODEL INFO/ MANUFACTURER
	2008 Truck	1	VIN #1FDAX56R58ED86735 Equip: 3011	Ford Super Duty F-550
	2008 Hydraulic Boom Crane	1	Serial # 4732 Equip: 3011CRANE	RKI Series 3200

PASSED ON THIS 12nd day of April, 2021.

APPROVED:

MAYOR

ATTEST/AUTHENTICATED:

MOLLY TOWSLEE, CITY CLERK

FILED WITH THE CITY CLERK: 03/19/21
PASSED BY THE CITY COUNCIL: 04/12/21
RESOLUTION NO. 1204



**Business of the City Council
City of Gig Harbor, WA**

Subject: Resolution 1205 – Surplus Equipment

Proposed Council Action:

Adopt Resolution No. 1205 declaring the specified equipment surplus and eligible for sale at auction.

Dept. Origin: Police

Prepared by: Kelly Busey

For Agenda of: April 12, 2021

Exhibits: Resolution No. 1205

Initial & Date

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

KK 3-31-21

RL 03/30/2021

VIA EMAIL

DP 4-1-21

KBB

Expenditure Required	\$0	Amount Budgeted	\$0	Appropriation Required	\$0
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INFORMATION / BACKGROUND

Staff requests authorization to surplus the specified police patrol bicycles referenced in Resolution No. 1205. The referenced items have been replaced by new police bicycles purchased in 2020.

This equipment will be sold at auction.

FISCAL CONSIDERATION

Proceeds from auctioning of these items will be receipted into the general fund.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Adopt Resolution No. 1205 declaring the specified equipment surplus and eligible for sale at auction.

RESOLUTION NO. 1205

**A RESOLUTION OF THE CITY OF GIG HARBOR DECLARING CITY
EQUIPMENT SURPLUS AND ELIGIBLE FOR DISPOSITION.**

WHEREAS, the Gig Harbor City Council has determined that city-owned equipment is surplus to the City's equipment needs and has been or is in need of being replaced with new equipment; and

NOW, THEREFORE, the City Council of the City of Gig Harbor hereby resolves as follows.

To declare as surplus:

EQUIPMENT	Quantity	SERIAL / ASSET NUMBER	MODEL INFO/ MANUFACTURER
Bicycle (Police)	(1)	942646PC01950	Cannondale
Bicycle (Police)	(1)	L77176FM1126XL	Cannondale
Bicycle (Police)	(1)	8770580C4191 Asset 01065	Cannondale
Bicycle (Police)	(1)	4777176CFMN26XL	Cannondale

PASSED ON THIS ____ day of _____, 2021.

APPROVED:

MAYOR

ATTEST/AUTHENTICATED:

MOLLY TOWSLEE, CITY CLERK

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO. 1205



Business of the City Council City of Gig Harbor, WA

Subject: Railway Carriages at Eddon Boat Building – Purchase Authorization

Dept. Origin: Public Works

Proposed Council Action:

1. Authorize the Mayor to execute a Purchase Authorization with Pinnacle Steel Fabricators, Inc. in an amount not to exceed \$267,497.66;
2. Authorize the Mayor to execute Contract Amendment No. 1 for Construction Support Services with Peterson Structural Engineers, in an amount not to exceed \$4,967.00;
3. Authorize the City Engineer to approve additional project expenditures up to \$10,000.00.

Prepared by: Marcos McGraw *MMG*
Project Engineer

For Agenda of: April 12, 2021

Exhibits: Purchase Agreement Contract and Amendment #1 for Construction Support

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Public Works Dir.:

Approved by City Engineer:

Initial & Date

KK 4-5-21
4/5/21
By email 3/25/2021
4/1/21
4/1/21
TW 4/1/21

Expenditure Required	\$283,908.51	Amount Budgeted	\$297,500.00	Appropriation Required	\$0.00
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INFORMATION/BACKGROUND

The City is partnering with the Gig Harbor BoatShop to complete the railway carriages at Eddon Boat Park. This infrastructure will be a vital addition to the park to represent the historic use of the site. The City's participation relates to purchase and delivery of the fabricated steel bents and parts. Once steel for the carriages are delivered, BoatShop staff and volunteers will assemble and install the carriages. Professional services provided by Peterson Structural Engineers during construction will generally consist of reviewing technical submittals and responding to technical questions during fabrication.

BID RESULTS

The Project was competitively bid using the City's Public Works Bidding process as described in Resolution No. 1066. On March 18, 2021, the City received one (1) responsive bid for the project, which was submitted by Pinnacle Steel Fabricators, Inc.

FISCAL CONSIDERATION

This is included in the 2021 budget as objective number 9 of the Parks Development fund. A budget summary is shown in the table below.

2021 Budget Parks Division - Capital Objective 9	\$297,500.00
Project Expenses:	
Peterson Structural Engineers – design costs in 2021	(\$1,443.85)
Peterson Structural Engineers – construction support	(\$4,967.00)
Pinnacle Steel Fabricators, Inc.	(\$267,497.66)
City Engineer change order authority*	(\$10,000.00)
Total Remaining Budget:	\$ 13,591.49

*The change order authority provides for, if required, addressing any unforeseen additional work during fabrication and installation.

BOARD OR COMMITTEE RECOMMENDATION

NONE

RECOMMENDATION/MOTION

1. Authorize the Mayor to execute a Purchase Authorization with Pinnacle Steel Fabricators, Inc. in an amount not to exceed \$267,497.66;
2. Authorize the Mayor to execute Contract Amendment No. 1 for Construction Support Services with Peterson Structural Engineers, in an amount not to exceed \$4,967.00;
3. Authorize the City Engineer to approve additional project expenditures up to \$10,000.00.

**AGREEMENT FOR PURCHASING MATERIALS
BETWEEN CITY OF GIG HARBOR
AND PINNACLE STEEL FABRICATORS INC**

THIS AGREEMENT is made this _____ day of _____, 20____, by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and Pinnacle Steel Fabricators Inc., a Washington corporation ("Vendor").

WHEREAS, the City desires to purchase materials for the Eddon Boat Park Vessel Carriages project listed on the base bid and additive bid received from the Vendor, as described in Exhibit A and the Vendor agrees to sell and/or deliver such items under the terms set forth in this Agreement; and

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

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

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

The Vendor shall sell and provide for purchase of materials for the Eddon Boat Park Vessel Carriages project and/or deliver all products, materials, supplies, tools or other items to the City, as described in Exhibit A, which is attached hereto and incorporated herein by this reference (the "Products and Materials").

II. Payment.

A. The City shall pay the Vendor the total sum of two hundred sixty seven thousand four hundred ninety seven dollars and sixty six cents (\$ 267,497.66), including sales tax, for the Products and Materials. This is the maximum amount to be paid under this Agreement, and shall not be exceeded without prior written authorization from the City in the form of a negotiated and executed contract amendment.

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

III. Deadline for Delivery.

The City and the Vendor agree that the items described in Exhibit A will be delivered to the City at City Public Works Shop located at 5118 89th Street Gig Harbor, WA 98335 by the Vendor on or before June 30 , 2021.

IV. Termination.

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

V. Indemnification.

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

VI. Insurance.

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

VII. Warranty.

The vendor shall provide a twenty-four (24) month warranty obligation to repair and/or replace the steel bents and hardware against defects in workmanship and/or materials, after written and final acceptance.

VIII. Written Notice

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

To the Vendor:

Pinnacle Steel Fabricators Inc.
Attn: Dain Powell
14021 Pioneer Way E
Puyallup, WA 98372

To the City :

City of Gig Harbor
Attn: Marcos McGraw
3510 Grandview Street
Gig Harbor, WA 98335

IX. Modification

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

X. Assignment

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

XI. Non-Waiver of Breach

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

XII. Resolution of Disputes

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

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

XIII. Entire Agreement

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

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above written.

VENDOR

THE CITY OF GIG HARBOR

By: _____
Its _____

Mayor

ATTEST:

Molly M. Towslee, City Clerk

Approved as to form:
Office of the City Attorney

City Attorney

Exhibit A

SECTION 00 41 13
BID FORM

EDDON BOAT PARK VESSEL CARRIAGES

TO: City of Gig Harbor
3510 Grandview Street
Gig Harbor, Washington 98335

CONTACT: Marcos McGraw City of Gig Harbor, Phone: (253) 853-2647; Fax: (253) 858-6408

- A. The undersigned bidder declares that he has read the Project Manual, understands the conditions, has examined the site, and has determined for itself all situations affecting the work herein bid upon.

And, bidder proposes and agrees, if this proposal is accepted, to provide at bidder's own expense, all labor, machinery, tools, materials, etc. including all work incidental to, or described or implied as incidental to such items, according to the Project Manual, and that the bidder will complete the work within the time stated and further, the bidder will accept in full payment for the unit price(s) and/or lump sum price indicated for the Work as set forth in the bid below.

The work under this agreement shall be fully completed within the working days specified in the Section 01 12 16.

NOTE: Show unit prices in figures only. Prices for all items, all extensions and the total amount of bid must be shown for each bid schedule included. Any incomplete bid schedule(s) shall be considered non-responsive.

BASE BID SCHEDULE

BID ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
1	Structural Carbon Steel – Pile Cap Retrofits	1	L.S.	\$ 130 ⁰⁰	\$ 780 ⁰⁰
2	Structural Carbon Steel – Aft Section Inside Carriage	1	L.S.	\$ 53,904 ⁰⁰	\$ 53,904 ⁰⁰
3	Structural Carbon Steel – Outside Carriage	1	L.S.	\$ 157,712 ⁰⁰	\$ 157,712 ⁰⁰
4	Aluminum Hatch Covers and Containment Plates	1	L.S.	\$ 845 ⁰⁰	\$ 10,140 ⁰⁰
5	Carriage Casters	1	L.S.	\$ 512 ⁰⁰	\$ 18,432 ⁰⁰
Applicable Washington States Sales Tax (8.7%)					\$ 20,964 ²²
TOTAL BASE BID					\$ 261,932 ²²

City of Gig Harbor
2nd Floor
1000 Eddon Boat Park - Eddon Carriages

00 41 13

March 2021

ADDITIVE BID

BID ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
1	Carriage Casters - Forward Inside Carriage	1	L.S.	\$ 512 ⁰⁰	\$ 5,120 ⁰⁰ ✓
	Applicable Washington States Sales Tax (3.7%)				\$ 445 ⁴⁴
				TOTAL ADDITIVE BID	\$ 5,565 ⁴⁴
				TOTAL BID	\$ 267,497 ⁶⁶

B. All Bidders shall complete all Bid Items on the Bid Form in their entirety. Failure to do so may result in the Owner's rejection of the Bid as not being responsive to the advertisement.

C. The Owner reserves the right to delete any or all portions of the work.

D. Receipt of the following Addenda to the Bidding Documents is hereby acknowledged.

Addendum Number, if any	Date of Receipt of Addendum	Signed Acknowledgment
1	DRAWINGS DATED 2/17/21	
2		
3		

(Note: Failure to acknowledge receipt of the addenda shall make the Proposal non-responsive.)

F. Notice of Acceptance of this Proposal or requests for additional information should be addressed to the undersigned at the address stated below:

Signature: Dain L. Powell
Printed Name: DAIN L- POWELL

The undersigned certifies that the preceding information is true and correct.

By: Dan L. Powell
Signature
DAN L. POWELL
Print Name
PRESIDENT
Title
Date: MARCH 17 2021

*** END OF SECTION ***

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
PETERSON STRUCTURAL ENGINEERS**

THIS FIRST AMENDMENT is made to that certain Professional Services Contract dated December 4, 2020 (the "Agreement"), by and between the City of Gig Harbor, a Washington municipal corporation (hereafter the "City"), and Peterson Structural Engineers, a Corporation organized under the laws of the State of Washington (hereafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in completing the Eddon Boat Park Vessel Carriages Project and desires to extend consultation services in connection with the project; and

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

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

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

2. Payment. Section 2(A) of the Agreement is amended to increase compensation to the Consultant for the work to be performed as described in **Exhibit A** in an amount not to exceed four thousand nine hundred sixty seven dollars and zero cents (\$ 4,967.00), as shown in **Exhibit B**, attached to this Amendment and incorporated herein.

3. Duration of Work. Section 3 of the Agreement is amended to extend the duration of this Agreement to March 1, 2022.

[Remainder of page intentionally left blank.]

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

IN WITNESS WHEREOF, the parties have executed this Amendment on this _____ day of _____, 20__.

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its Principal

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



TACOMA OFFICE

708 Broadway
Suite 110
Tacoma, WA 98402
Phone: 253.830.2140

March 4, 2021

City of Gig Harbor
c/o Marcos McGraw
3510 Grandview Street
Gig Harbor, WA 98335
(253) 853-2647

Project #: 2002-0139

RE: Eddon Boat Park Carriages Update – Construction Services Scope and Fee Proposal (CPP2008)

Dear Marcos-

Thank you for the opportunity to provide structural engineering support during construction for the Eddon Marine Rails located at the Gig Harbor Boat Shop in Gig Harbor, WA. Based on previous conversations PSE understands that you require structural engineering support to review submittals and respond to other questions during construction.

PSE understands that the material acquisition for the Eddon Boatpark Carriages update has gone out for bid and that the City of Gig Harbor desires to retain Peterson Structural Engineers to review shop drawings submittals, respond to RFI's and be available for coordination through the duration of erection.

Proposed Project Scope

PSE proposes the following scope of work:

1. **Submittal Review** – Review of steel shop drawings, aluminum hatch shop drawings and caster submittals. PSE assumes one submittal will be produced for each item and not broken into multiple submittals. PSE has accounted for two rounds of revisions and review comments for the structural steel and one round for both the aluminum hatch drawings and casters.
2. **RFI Response** – Review and respond to up to three RFI's during the course of fabrication and erection. PSE assumes 2 hours max per each, (6) hours total.
3. **General Coordination** – Up to (8) hours of coordination time to respond to questions, review and approve proposed design changes or complete structural observations as requested and approved by the City of Gig Harbor.

Scope is specifically listed to services performed during construction as outlined above. PSE understands that all items will be performed on an "as-needed" basis, the hours and associated fees will be billed on a time and materials basis. If additional hours are required, PSE will notify the City of Gig Harbor prior to proceeding.

Proposed Fee and Schedule

Based upon the scope above, we have generated a fee estimate of up to \$4,967 for task items 1-3 above. PSE understands these fees are to be performed on an as-needed basis and are to be performed if required by the City of Gig Harbor. Non-scope expenses will be billed at cost plus 10%. Invoices will be submitted at the end of the

EDDON BOAT PARK CARRIAGES UPDATE – Construction Services
City of Gig Harbor

March 4, 2021

month for structural services performed. Should revisions to this scope and fee proposal be affected by pending information or scope changes, we will apprise you of that situation before proceeding. Please note that the fee stated above is based solely on an estimate of the time to be expended to complete the scope items defined above. Changes or additions to the defined scope could result in additional fees. PSE will require an amended PO or alternate client official notification before beginning work on additional design changes or modifications.

Based on current workload, PSE anticipates having the resources available to complete the project scope as the need arises. Please note that the actual project timeline is dependent on the date that PSE receives all required notices and documents. The above proposal has been generated assuming that the structural engineering services are to be initiated within a six-month period from the proposal date and substantially completed within twelve months of the proposal date. If the schedule of work exceeds the projected time, we reserve the right to revise our fee estimate accordingly.

Professional Services Agreement

PSE assumes this project will be contracted as an addendum to the current executed contract. Please forward for review and signature when prepared.

Thank you again for including us and we look forward to working with you on this project. Please call if you have any questions.

Sincerely,



Bill Sandbo, PE, SE
Principal
Peterson Structural Engineers

Sent via email to Marcos McGraw on 3/4/2021 <McGrawM@cityofgigharbor.net>

PETERSON STRUCTURAL ENGINEERS

2020 Hourly Rates

Principal-in-Charge	<i>\$225</i>
Associate / Senior Structural Engineer	<i>\$197</i>
Project Manager	<i>\$180</i>
Staff Structural Designer	<i>\$157</i>
Administrative / Drafting	<i>\$124</i>

- *Vehicle mileage will be billed at current U.S. General Services Administration allowable rates and periodically adjusted according to federal updates*
- *Direct expenses will be billed at cost plus 10%*

March 4, 2021



PORTLAND OFFICE
9400 SW Barnes Rd.
Suite 100
Portland, OR 97225
Phone: 503.292.1835

TACOMA OFFICE
708 Broadway
Suite 110
Tacoma, WA 98402
Phone: 253.830.2140

SAN DIEGO OFFICE
10650 Trenea Street
Suite 111
San Diego, CA 92131
t: 858.842.1674

Eddon Boatpark Carriages Update

DATE: 3/4/2021

PROJECT #: 2002-0139

ATTENTION: Marcos McGraw

PREPARED BY: Bill Sandbo

Project Phase: Construction Services

Scope of Work (by task)	PSE RATES					TOTAL HOURS	TOTAL COST
	\$232 Principal	\$203 Senior Associate	\$185 Project Manager	\$162 Staff Designer	\$128 Admin or Drafter		
XXXXX Shop Drawing Review	0	2	4	8	0	14	\$ 2,442
XXXXX RFI Response	0	0	1	5	0	6	\$ 995
XXXXX General Coordination	0	0	8	0	0	8	\$ 1,480
XXXXX	0	0	0	0	0	0	\$ -
XXXXX	0	0	0	0	0	0	\$ -
XXXXX	0	0	0	0	0	0	\$ -
XXXXX	0	0	0	0	0	0	\$ -
XXXXX	0	0	0	0	0	0	\$ -
XXXXX	0	0	0	0	0	0	\$ -
XXXXX	0	0	0	0	0	0	\$ -
XXXXX	0	0	0	0	0	0	\$ -
XXXXX	0	0	0	0	0	0	\$ -
XXXXX	0	0	0	0	0	0	\$ -
XXXXX	0	0	0	0	0	0	\$ -
XXXXX	0	0	0	0	0	0	\$ -
XXXXX	0	0	0	0	0	0	\$ -
XXXXX	0	0	0	0	0	0	\$ -
XXXXX	0	0	0	0	0	0	\$ -
TOTALS	0	2	13	13	0	28	\$ 4,917
Projected Phase Expenses							\$ 50
Total of Itemized Phase							\$ 4,967



Business of the City Council City of Gig Harbor, WA

Subject: Masonic Lodge Lease Agreement Amendment

Proposed Council Action: Move to authorize the Mayor to execute an amendment to the existing lease agreement with the Gig Harbor Cooperative Preschool for use of the Masonic Lodge.

Dept. Origin: Administration

Prepared by: Josh Stecker

For Agenda of: April 12, 2021

Exhibits: Lease Amendment

	Initial & Date <i>KK 45-21</i> <i>4/12/2021</i> n/a <i>OP 4/2/21</i> <i>AK 4/6/21</i>
Concurred by Mayor:	
Approved by City Administrator:	
Approved as to form by City Atty:	
Approved by Finance Director:	
Approved by Public Works Director:	

Expenditure Required	\$0	Amount Budgeted	\$0	Appropriation Required	\$0
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INFORMATION/BACKGROUND:

The proposed lease amendment increases the rent due on the property by 2% to \$1530.00 per month. The lease is extended for one year until August 31, 2022.

FISCAL CONSIDERATION

None.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION/MOTION

Move to authorize the Mayor to execute an amendment to the existing lease agreement with the Gig Harbor Cooperative Preschool for use of the Masonic Lodge.

**SECOND AMENDMENT TO THE LEASE AGREEMENT BETWEEN
THE CITY OF GIG HARBOR AND GIG HARBOR COOPERATIVE PRESCHOOL**

THIS SECOND AMENDMENT to the existing lease agreement is made the City of Gig Harbor ("Landlord"), and Gig Harbor Cooperative Preschool, ("GHCP", "Tenant"), for a portion of the building located at 3025 96th Street, Gig Harbor, Washington 98335, Pierce County (hereinafter the "Property" or "Premises").

RECITALS

WHEREAS, the Parties desire to revise the terms of the agreement;

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

Section 3 of the Lease Agreement is amended to read as follows:

3.1 Rent. The monthly rent is \$1,530 due on or before the first day of the month. The monthly rent rate may be reduced to \$300 per month for the months of June, July, and August, if GHCP only uses the Leased Premises for the purposes of board meetings and storing program property within the structure.

Section 4 of the Lease Agreement is amended to read as follows:

4.1 The term of this Lease shall commence on September 1, 2021 and terminate on August 31, 2022, unless terminated sooner pursuant to the terms of this Lease. Nothing herein shall obligate the City to enter into any additional Lease Agreements or addenda with the Lessee.

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

IN WITNESS WHEREOF, the parties have executed this Amendment on this day ____ of _____, 2021.

TENANT:

Eryka Anson, President

Date

LANDLORD:

Robert Larson, City Administrator

Date



Business of the City Council City of Gig Harbor, WA

Subject: Residential Lease Agreement
Amendment – 4118 Rosedale Street

Proposed Council Action: Move to authorize the Mayor to execute an amendment to the existing residential lease agreement with Madison Rawson and Luke Plummer for the house at 4118 Rosedale Street.

Dept. Origin: Administration

Prepared by: Josh Stecker

For Agenda of: April 12, 2021

Exhibits: Lease Amendment

Initial &
Date

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Public Works Director:

KK 4-6-21
RJ 07/06/2021
n/a
OR 4/6/21
APZ 4/6/21

Expenditure Required	\$0	Amount Budgeted	\$0	Appropriation Required	\$0
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INFORMATION/BACKGROUND:

The proposed lease amendment increases the rent due on the property by 2% to \$1,313.25 per month (\$1,163.82 per month plus leasehold excise tax of \$149.43.) The lease is extended for one year until May 31, 2022.

FISCAL CONSIDERATION

None.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION/MOTION

Move to authorize the Mayor to execute an amendment to the existing residential lease agreement with Madison Rawson and Luke Plummer for the house at 4118 Rosedale Street.

**FIRST AMENDMENT TO LEASE AGREEMENT – RESIDENTIAL BETWEEN THE
CITY OF GIG HARBOR AND MADISON RAWSON AND LUKE PLUMMER**

THIS FIRST AMENDMENT to the existing residential lease agreement is made the City of Gig Harbor ("Landlord"), and Madison Rawson and Luke Plummer, ("Tenants"), for the home and real property located at 4118 Rosedale Street, Gig Harbor, Washington 98335, Pierce County, (hereinafter the "Property" or "Premises").

RECITALS

WHEREAS, the Parties desire to revise the terms of the agreement; and

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

Section 2 of the Lease Agreement is amended to read as follows:

2. Term. This Rental Agreement shall commence on June 1, 2021 for a one-year term and shall continue thereafter on a month-to-month basis until terminated by either party as provided below.

Section 3 of the Lease Agreement is amended to read as follows:

3.1. Rental Amount and Leasehold Excise Tax. Tenant shall pay the sum of \$1,313.25 per month for the 12-month term. This reflects a monthly rent of \$1,163.82 plus the leasehold excise tax of \$149.43. Payment of \$1,313.25 is due and payable in full in advance of the 1st day of each month, commencing on June 1, 2021. The last month's rent was paid by June 1, 2020 and equal to the first month's rent of \$1,287. 50.

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

IN WITNESS WHEREOF, the parties have executed this Amendment on this _____ day of _____, 2021.

TENANT:

Madison Rawson

Date

Luke Plummer

Date

LANDLORD:

Robert Larson, City Administrator

Date



Business of the City Council City of Gig Harbor, WA

Subject: Residential Lease Agreement
Amendment – 7601 Soundview

Proposed Council Action: Move to authorize the Mayor to execute an amendment to the existing residential lease agreement with Jane & David Duea for the house at 7601 Soundview Drive.

Dept. Origin: Administration

Prepared by: Josh Stecker

For Agenda of: April 12, 2021

Exhibits: Lease Amendment

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Public Works Director:

Initial &
Date

KK 4-5-21

4/12/2021

n/a

4/12/21

4/6/21

Expenditure Required	\$0	Amount Budgeted	\$0	Appropriation Required	\$ 0
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INFORMATION/BACKGROUND:

The proposed lease amendment increases the rent due on the property by 2% to \$2088.34 per month (\$1850.80 rent plus leasehold excise tax of \$237.64). The lease is extended for one year until June 30, 2022.

The amendment also removes the conditional allowance of survey and site work on the property, as provided in the first amendment to the lease.

FISCAL CONSIDERATION

None.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION/MOTION

Move to authorize the Mayor to execute an amendment to the existing residential lease agreement with Jane & David Duea for the house at 7601 Soundview Drive.

**SECOND AMENDMENT
TO
LEASE AGREEMENT--RESIDENTIAL
THE CITY OF GIG HARBOR AND
JANE AND DAVID DUEA**

THIS SECOND AMENDMENT to the existing residential lease agreement is made the City of Gig Harbor ("Landlord"), and Jane and David Duea, husband and wife, and their son Elliott Duea ("Tenant"), for the home and real property located at 7601 Soundview Drive, Gig Harbor, Washington 98335, Pierce County, Tax Parcel # R0221081108, (hereinafter the "Property" or "Premises").

RECITALS

WHEREAS, the Parties desire to revise the terms of the agreement;

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. Section 1 of the Lease Agreement is amended to read as follows:

1. Term. The term of this lease shall be twelve months, unless sooner terminated as hereinafter provided. This lease shall begin on the first day of July 2021 and terminate on June 30, 2022. This lease shall automatically renew itself from year to year unless otherwise terminated. Rent for the successive yearly terms shall be a minimum of \$2088.34/month, but the exact amount shall be subject to increases in the discretion of Landlord on an annual basis with 30 days advance written notice.

This lease may be terminated for any reason whatsoever and without penalty by either the Tenant or Landlord by giving the other party at least sixty days prior written notice. In the event of a breach any of the terms or conditions of this Lease by the Tenant, Landlord shall be entitled to immediately declare the Lease terminated and the Tenant agrees to immediately quit and surrender the premises freely and voluntarily in good condition as stated herein.

2. Section 2 of the Lease Agreement is amended to read as follows:

2. Rent Amount. Tenant shall pay the sum of \$2088.34 per month for the 12-month term. The monthly rent shall be \$1850.80 per month and leasehold excise tax shall be \$237.64. Rent shall be payable to:

The City of Gig Harbor
3510 Grandview Street
Gig Harbor WA 98335

or to such other place and/or person or persons as Landlord designates in writing from time to time hereafter. Rent is due on or before the first day of each and every month of the lease term. If a rent payment is not received by the 10th of the month, a late payment fee of \$50 shall be assessed and if rent is not received by the 20th of the month, eviction action will automatically proceed. In the event eviction action becomes necessary for whatever reason the Tenant agrees to pay all expenses incurred by landlord, including attorney fees.

3. Section 6 of the Lease Agreement (as amended by the first amendment to this lease) is amended to remove the following language:

The Tenant authorizes the Landlord to enter the premises to survey and complete site work in front of the house from Soundview towards the house. Most likely if site work even occurs it will probably not be until February of next year unless some added vegetation and surveying occurs in fall. The Landlord will work with the Tenant to minimize any inconvenience and will communicate with them in advance.

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

IN WITNESS WHEREOF, the parties have executed this Amendment on this _____ day of _____, 20__.

TENANT:

Jane Duea Date

David Duea Date

Elliott Duea Date

LANDLORD:

Robert Larson, City Administrator Date



Business of the City Council City of Gig Harbor, WA

Subject: Appointment of Ben Lieurance to the Parks Commission

Proposed Council Action: Move to approve the appointment of Ben Lieurance to the Parks Commission with a term expiring March 31, 2024.

Dept. Origin: Administration

Prepared by: Josh Stecker

For Agenda of: April 12, 2021

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Initial &
Date

KL 4-5-21

RL 07/05/2021

N/A

N/A

N/A

Expenditure Required	\$0	Amount Budgeted	\$0	Appropriation Required	\$0
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INFORMATION/BACKGROUND

The Board & Commission Candidate Review Committee met on March 22 and interviewed Ben Lieurance for the Parks Commission and Lodging Tax Advisory Committee. The committee recommends his re-appointment with a term expiring March 31, 2024.

FISCAL CONSIDERATION

None

BOARD OR COMMITTEE RECOMMENDATION

See above.

RECOMMENDATION/MOTION

Move to approve the appointment of Ben Lieurance to the Parks Commission with a term expiring March 31, 2024.



Business of the City Council City of Gig Harbor, WA

Subject: Lift Station #12 (Woodhill Drive)
Rehabilitation Design Project – Professional
Services Contract Amendment #1 / Kennedy
Jenks Consultants, Inc.

Proposed Council Action: Approve and
authorize the Mayor to execute Amendment #1
to the Professional Services Contract with
Kennedy Jenks Consultants, Inc. for design and
permitting of the rehabilitation of Lift Station #12
in an amount not to exceed \$53,605.48.

Dept. Origin: Public Works/Engineering

Prepared by: Trent A. Ward, PE *TW*
City Engineer

For Agenda of: April 12, 2021

Exhibits: Professional Services Contract,
Amendment #1
Exhibit A – Scope of Work and
Exhibit B – Schedule of Rates

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Public Works Director:

Initial & Date

JCK 4-5-21
4/04/2021
Per email dated 3/30/2021
DR 4/1/21
4/1/21

Expenditure Required	\$53,605.48	Amount Budgeted	\$1,700,000.00	Appropriation Required	\$0
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INFORMATION/BACKGROUND

City Council authorized a Professional Services contract with Kennedy Jenks Consultants, Inc. (KJ) to provide design and permitting for the rehabilitation of Sanitary Sewer Lift Station #12 on 7/20/20.

This amendment to the Professional Services contract directs KJ to provide the following additional design and permitting services that were not included within the original contract, but have subsequently been determined necessary in order to meet unanticipated permitting requirements, equipment requirements and City use and functionality:

- (a) Addition of an emergency shower/eyewash system; (b) fire suppression and fuel system modifications/accommodations; (c) modifications to the building structure and ventilation system resulting from interior building modifications necessary to accommodate (a) and (b).

FISCAL CONSIDERATION

The project is included in the 2021 Budget, under the Wastewater Division Capital Fund as Objective 2 "Lift Station #12 (Woodhill Drive) Rehabilitation". The budgeted amount is \$1,700,000.00 of Sewer Capital funds.

A budget summary is shown in the table below:

2021 Budget Wastewater Division - Capital Objective 2	\$1,700,000.00
Project Expenses:	
Landau Associates, Inc. - Hazardous Bldg. Mat'ls Survey	(\$8,400.00)
Kennedy Jenks Consultants, Inc. – Amendment #1	(\$53,605.48)
Kennedy Jenks Contract (2020)	(81,478.63)
Total Remaining Budget:	\$ 1,556,516.00

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION/MOTION

Approve and authorize the Mayor to execute Amendment #1 to the Professional Services Contract with Kennedy Jenks Consultants, Inc. for design and permitting of the rehabilitation of Lift Station #12 in an amount not to exceed \$53,605.48.

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
KENNEDY JENKS CONSULTANTS, INC.**

THIS FIRST AMENDMENT is made to that certain Professional Services Contract dated July, 27, 2020, (the "Agreement"), by and between the City of Gig Harbor, a Washington municipal corporation (hereafter the "City"), and Kennedy Jenks Consultants, Inc., a Washington corporation organized under the laws of the State of Washington (hereafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in completing the Design of the Lift Station #12 Project and desires to extend consultation services in connection with the project; and

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

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

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

2. Payment. Section 2(A) of the Agreement is amended to increase compensation to the Consultant for the work to be performed as described in **Exhibit A** in an amount not to exceed Fifty-Three Thousand Six Hundred Five Dollars and Forty-Eight Cents (\$ 53,605.48), as shown in **Exhibit B**, attached to this Amendment and incorporated herein.

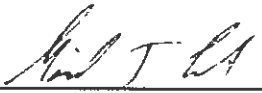
[Remainder of page intentionally left blank.]

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

IN WITNESS WHEREOF, the parties have executed this Amendment on this _____ day of _____, 20__.

CONSULTANT

CITY OF GIG HARBOR

By:  3/30/2021
Its Principal

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



29 March 2021

Trent Ward
City of Gig Harbor
3510 Grandview Street
Gig Harbor, Washington 98335

Subject: CSSP-2005-Lift Station #12 Replacement Project - Amendment
Additional Effort for Design Changes
KJ Project No. 2097001*00

Dear Trent:

Kennedy Jenks is requesting additional design budget in the amount of \$53,605.48 for additional work that was not scoped in the original contract. A summary of the design changes and fee estimate breakdown is provided in Attachment A. This effort is related to the addition of an emergency shower/eyewash system, fire suppression and fuel system related modifications/accommodations, and modifications to the building structure and ventilation system resulting from interior building modifications. The amendment proposal also includes a management reserve task to cover any out-of-scope effort required to address plan review comments from the City's building permit review.

We are also requesting additional project management budget commensurate with the time extension. The latest schedule update (Attachment B) anticipates design and bid support services will extend an additional three months through the end of May 2021.

We appreciate the opportunity to continue working with you on this important project. Please contact us if you have any questions regarding this letter at MichaelLubovich@kennedyjenks.com (253.835.6459).

Best regards,

KENNEDY/JENKS CONSULTANTS

A handwritten signature in blue ink, appearing to read 'Michael Lubovich'.

Michael Lubovich, PE
Project Manager

Enclosures

ELECTRICAL ENGINEERING FEE PROPOSAL

Advanced Industrial Automation

Project Gig Harbor LS12
Client Kennedy-Jenks
By Jon Mathison

DATE 17-Feb-21

HOT WATER		HVAC		
\$146.84	\$97.05	\$146.84	\$134.21	\$97.05

NO	DESCRIPTION OF PHASE SERVICES	Electrical hours					TOTAL
		PE	DESIGN	PE	EE	DESIGN	
7.2	DETAIL DESIGN						
7.2.1	Added Design Coordination	2	-	4	4	-	1,418
7.2.2	Load calculations	1	-	-	-	-	147
7.2.3	Drawing Development (see dwg schedule)	5	5	12	48	39	13,209
7.2.4	Specification - (Process Control Software)	-	-	1	8	-	1,221
7.2.5	Construction cost estimate at final design	-	-	-	-	-	-
7.2.6	Coordination with equipment manufacturers	1	-	-	4	-	684
7.2.7	Submittals at 30%, 60%, 90% design	-	-	-	-	-	-
7.2.8	Quality review, multidiscipline review	-	-	-	-	-	-
7.2.9	Respond to City & agency review comments	-	-	-	-	-	-
	REIMBURSEABLES						
	BASIS						
1	Addition of 77 kW hot water heater						
2	Added complexity of HVAC due to deleted wall						
	DESIGN DEVELOPMENT TOTALS	9	5	17	64	39	16,677

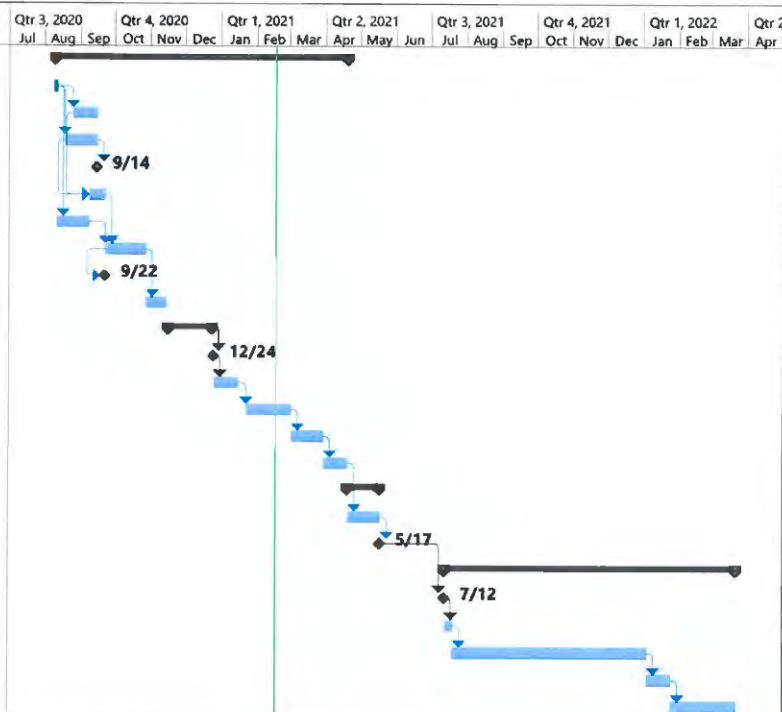
Hot Water Subtotal

\$ 1,806.81

HVAC Subtotal

\$ 14,870.67

Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names	Qtr 3, 2020 Jul	Qtr 3, 2020 Aug	Qtr 3, 2020 Sep	Qtr 4, 2020 Oct	Qtr 4, 2020 Nov	Qtr 4, 2020 Dec	Qtr 1, 2021 Jan	Qtr 1, 2021 Feb	Qtr 1, 2021 Mar	Qtr 2, 2021 Apr	Qtr 2, 2021 May	Qtr 2, 2021 Jun	Qtr 3, 2021 Jul	Qtr 3, 2021 Aug	Qtr 3, 2021 Sep	Qtr 4, 2021 Oct	Qtr 4, 2021 Nov	Qtr 4, 2021 Dec	Qtr 1, 2022 Jan	Qtr 1, 2022 Feb	Qtr 1, 2022 Mar	Qtr 2, 2022 Apr
	Design	181 days	Mon 8/10/20	Mon 4/19/21																								
	Kickoff Meeting	1 day	Mon 8/10/20	Mon 8/10/20																								
	Geotechnical Investigation and Report	3 wks	Tue 8/25/20	Mon 9/14/20	2FS+2 wks																							
	CAAR and Mitigation Plan	4 wks	Tue 8/18/20	Mon 9/14/20	2FS+1 wk																							
	Mitigation Plan Meeting	0 days	Mon 9/14/20	Mon 9/14/20	4																							
	Field Survey	2 wks	Tue 9/8/20	Mon 9/21/20	3SS+2 wks,4SS+2																							
	Equipment Selection/Vendor Coordination	4 wks	Tue 8/11/20	Mon 9/7/20	2																							
	30% Progress Submittal	5 wks	Tue 9/22/20	Mon 10/26/20	6,7																							
	Workshop #1 Design, Layout, & O&M	0 days	Tue 9/22/20	Tue 9/22/20	8SS																							
	City Review Period	14 days	Tue 10/27/20	Fri 11/13/20	8																							
	60% Progress Submittal	28 days	Mon 11/16/20	Wed 12/23/20																								
	Submit 60% to City	0 days	Thu 12/24/20	Thu 12/24/20	11FS+1 day																							
	City Review Period	3 wks	Fri 12/25/20	Thu 1/14/21	17																							
	90% Progress Submittal	27 days	Fri 1/22/21	Mon 3/1/21	18FS+1 wk																							
	City Review Period (Including Building Dept. Rev.	4 wks	Tue 3/2/21	Mon 3/29/21	19																							
	Final Design and Bid Docs	3 wks	Tue 3/30/21	Mon 4/19/21	20																							
	Bidding	20 days	Tue 4/20/21	Mon 5/17/21																								
	Bid Assistance	1 mon	Tue 4/20/21	Mon 5/17/21	21																							
	Bid Opening	0 days	Mon 5/17/21	Mon 5/17/21	23																							
	Construction	180 days	Mon 7/12/21	Mon 3/21/22																								
	NTP	0 days	Mon 7/12/21	Mon 7/12/21	24FS+2 mons																							
	Mobilize	1 wk	Tue 7/13/21	Mon 7/19/21	26																							
	Construction	6 mons	Tue 7/20/21	Mon 1/3/22	27																							
	Start-up	3 wks	Tue 1/4/22	Mon 1/24/22	28																							
	Final Completion	2 mons	Tue 1/25/22	Mon 3/21/22	29																							



Project: LS12 Replacement_Sch Date: Wed 2/17/21	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			



Skansie Brothers Netshed

Annual Report 2020

Antone and Vince Skansie in 1990

MISSION STATEMENT

"An educational organization dedicated to the preservation and advancement of fishing family heritage as it exists in the people, places, vessels, skills, and stories of Gig Harbor's commercial fishing industry."



Skansie Netshed Foundation (SNF) is a **501 c(3)** non-profit organization established in 2015 to preserve and protect the Skansie Netshed and its contents.



What is a Netshed?

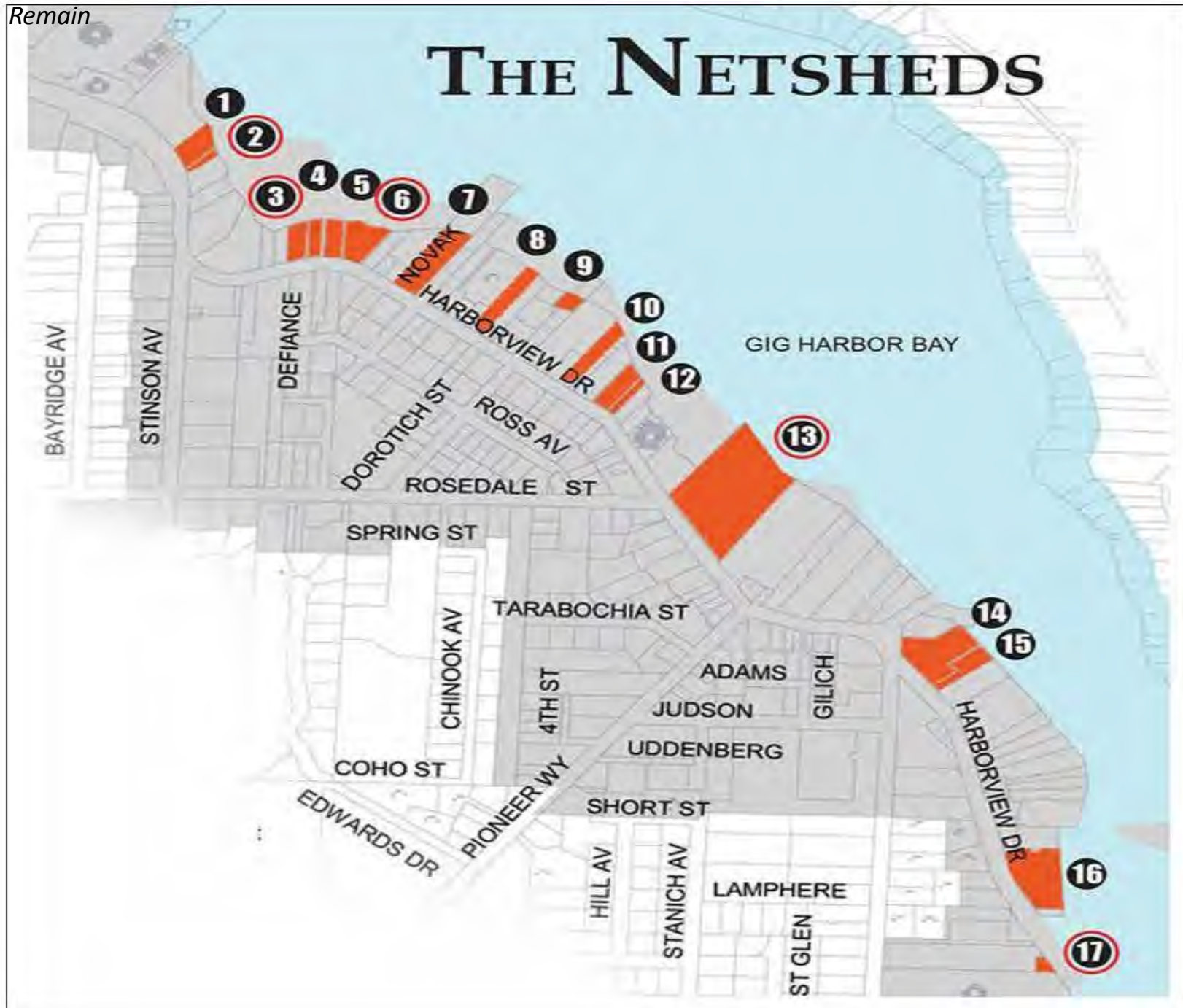
As early as 1910, Gig Harbor netsheds began appearing along the waterfront. These modest over-water structures and docks of wood were constructed as storage sheds for fishing nets and gear used by local fishermen.

1946 Gig Harbor Bay



17 Netsheds

Remain





The Fleet

The Blessing of the Fleet (shown here in 2013) was first celebrated as "Harbor Holidays" in 1970.



President Andy Babich
 Vice President Jim Franich
 Secretary Linda Foster
 Treasurer Margaret Sather
 .
 Board Linda Pitcher
 Erin Babich
 Nancy Jerkovich
 John Skansi
 Corky Ellis

The Foundation consists of
9 Board Members,
45 Affiliates, and
12+ Trained Docents
 who volunteer a minimum of four
 days each month to maintain
 summer hours.

SEASONAL SCHEDULE

JUN - JUL - AUG - SEP

Opening Weekend: Maritime Gig (first Sat & Sun in June)
Thursdays 3am to 7pm (during Farmers Market at the Park)
Saturdays & Sundays noon to 3pm



It's Working ...

Since Skansie Netshed Foundation opened its doors in the summer of 2015, the **total number of visitors in the Summer of 2019 was nearly 16,000.**

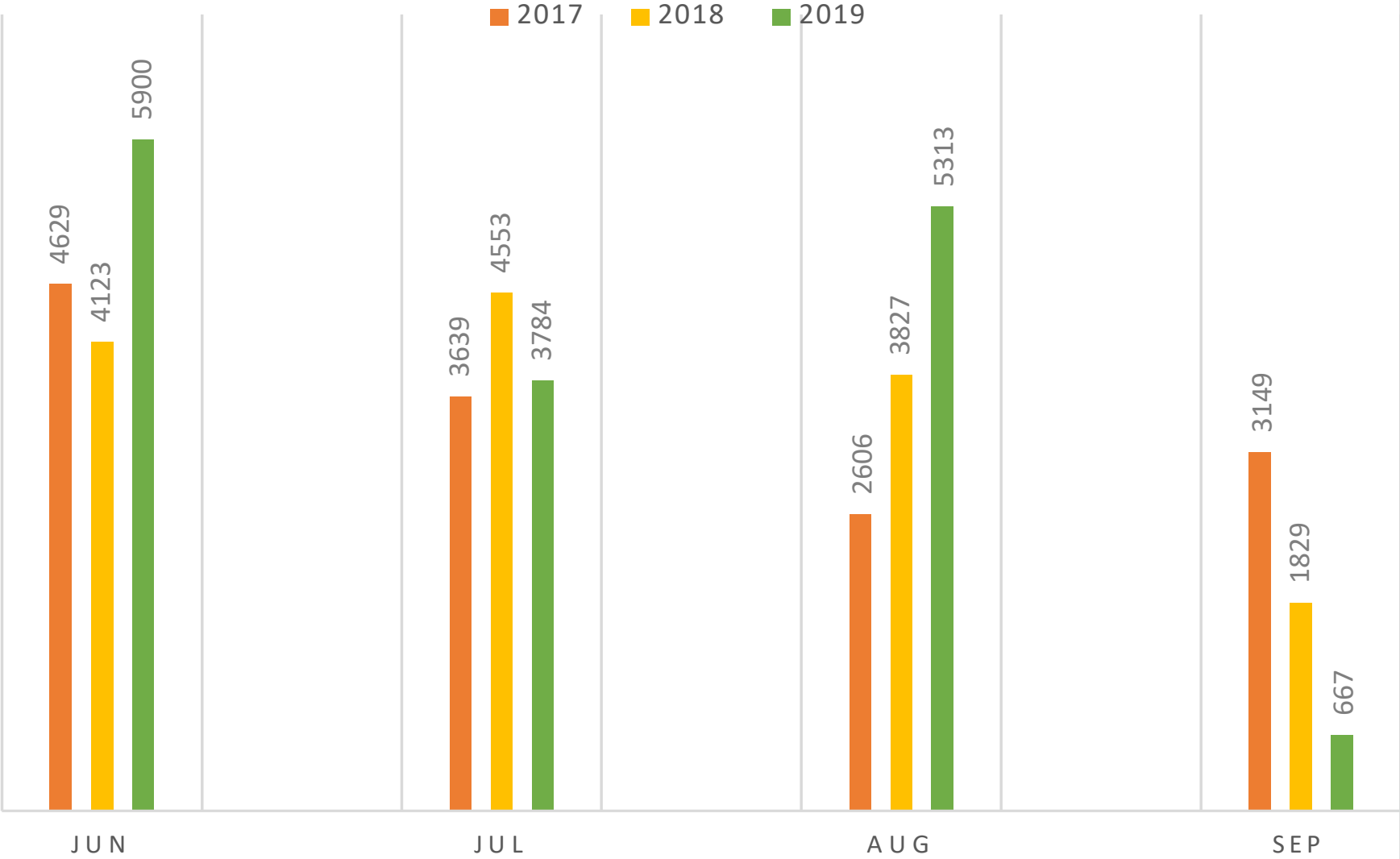


Skansie Netshed VISITOR Totals

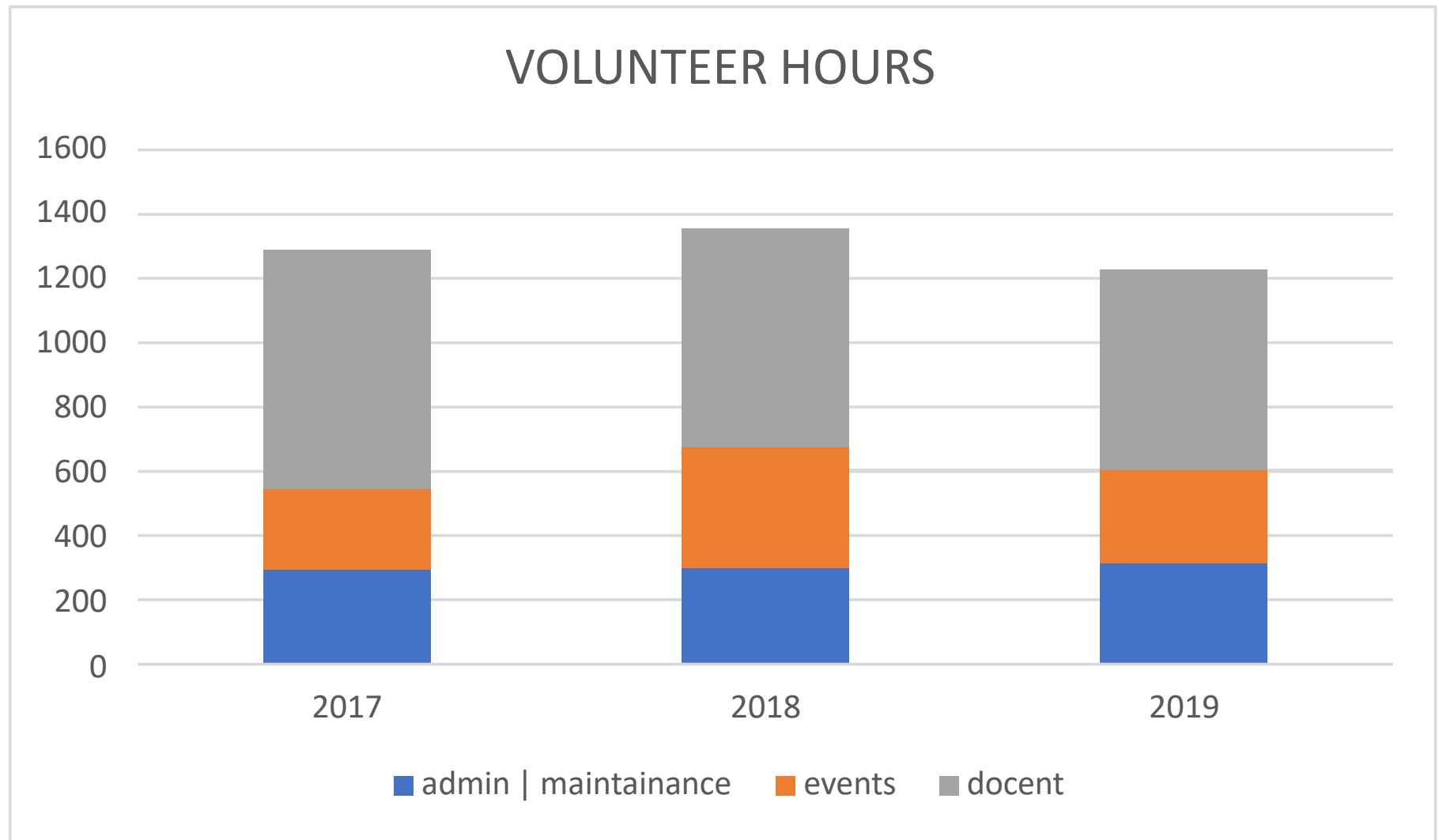
NOTE: Facility is Unheated -- Open Summer Months Only



NETSHED VISITORS BY MONTH



1,200 to 1,375 Volunteer Hours per Year
NOTE: Facility is Unheated -- Open Summer Months Only





G I G H A R B O R

Self-Sustaining ...

Since its inception,
Skansie Netshed Foundation has received
no “supplemental funding”
from the City of Gig Harbor

PROGRAMS | EVENTS | PRESENTATIONS | ACTIVITIES

Net Mending Demonstrations



PERMANENT DISPLAYS

Fishing Videos



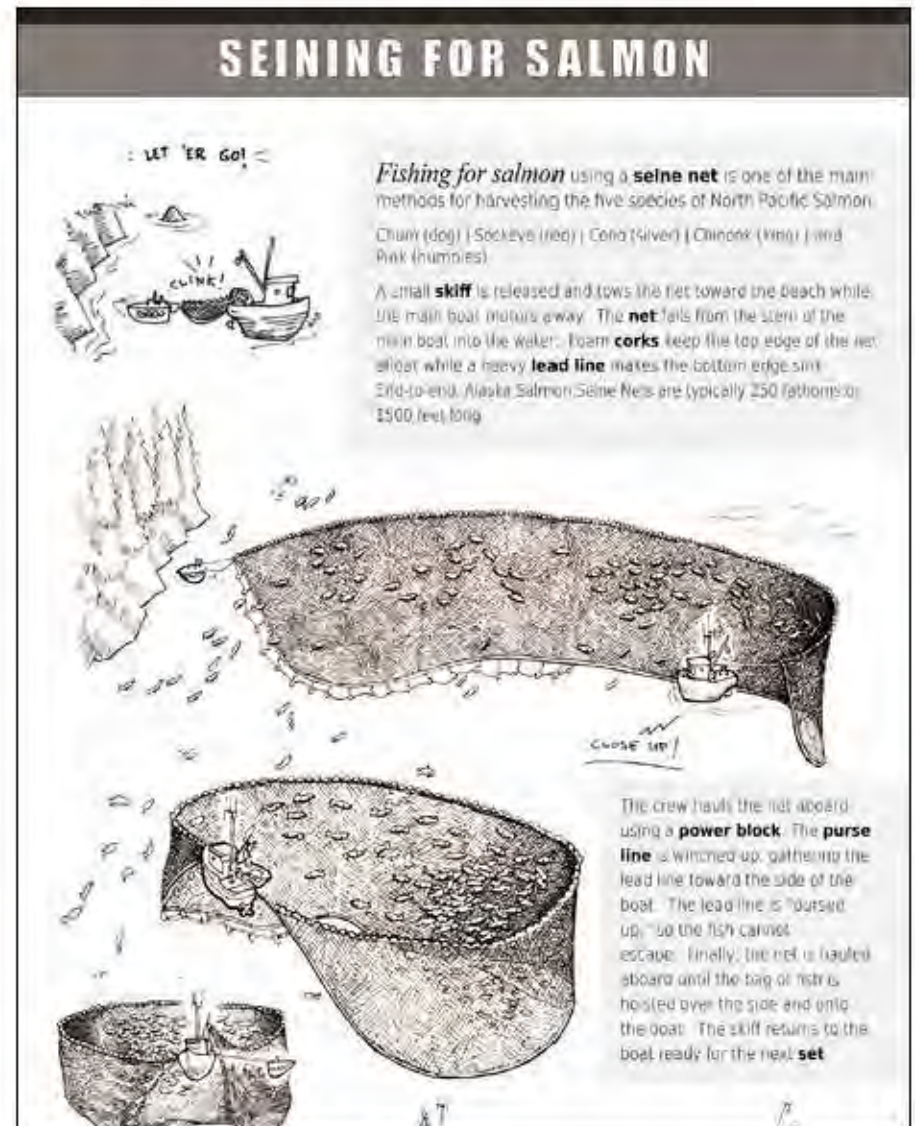
PERMANENT DISPLAYS

Tagged Artifacts and Objects



PERMANENT DISPLAYS

Interactive Purse Seine Net and Signage





PERMANENT DISPLAYS

Caulking "Corking" Station and Tools

Caulking Station and Tools

CAULKING DUMMY



Seams between the hull or deck planks of a vessel must be watertight. Caulking is a technique whereby the gaps between the hull strakes or deck planks are sealed using cotton and oakum, then topped or payed with pitch or other sealants.



OAKUM



COTTON



IRON



REEFING HOOK



MALLET

Caulking Dummy Display courtesy of Shipwright Nate Slater

PERMANENT DISPLAYS

Knot Tying Station



COLLABORATIONS & ASSOCIATIONS

Croatia Prime Minister visits Skansie Netshed



COLLABORATIONS & ASSOCIATIONS

CroatiaFest at Seattle Center



Grilled Wild *Trident*
Alaskan Sockeye Salmon
Coleslaw & Roll\$10

Dasani Water\$ 1





COLLABORATIONS & ASSOCIATIONS

Annual Tree-Lighting
with Gig Harbor
Waterfront Alliance

NOTE: The Foundation collaborates with local organizations to host public events upon request.

SKANSIE NETSHED ANNUAL DINNER





SKANSIE NETSHED ANNUAL DINNER

Croatian Foods | Music | Traditions



Pašta Fažol
Nancy Hilden-Jerkovich

2-15 oz can pinto beans
2 lbs old fashioned bone-in ham
4 quarts water

Bring 4 quarts water to boil.
Add ham cut into 1/2 inch lengths.
Boil for 1 hour.

Sauerkraut
Nick Markovich

2 quarts sauerkraut
1 medium yellow onion
6 cloves garlic
2 15-oz cans tomato sauce
2 lbs link sausage
salt & pepper

Lightly rinse sauerkraut in colander; shake out excess water. Place in cooking pot.
Cut sausage into 1/2-inch lengths and brown in pan. Drain fat and set aside.
Saute coarsely chopped onion and minced garlic in 1/4 cup olive oil until tender. Add to sauerkraut. Add sausage, salt & pepper to taste (1/2-tsp each), and tomato sauce. Bring to boil. Simmer for 2 to 4 hours and serve.

LIGHTED BOAT PARADE



WATCH THE LIGHTED **Boat Parade** FRIENDS FAMILY
SKANSIE NETSHED · SAT · DEC 9

\$20
admit one

all proceeds go to preserve local fishing family heritage | skansiebrothersnetshed.com

ANNUAL "WELCOME HOME" PIE SOCIAL

WELCOME HOME **PIE** **SOCIAL**

Please join us

SUNDAY · SEPT 15 · 1-4 PM

as we Honor & Celebrate



GIG HARBOR'S RETURNING **COMMERCIAL FISHING FLEET**

SKANSIE NETSHED · 3207 HARBOR VIEW DRIVE

"GIRLS FISH TOO" PRESENTATIONS



SKANSIE NETSHED FOUNDATION PRESENTS

GIRLS FISH TOO!



Please join us for
refreshments & hors d'oeuvres as

5 local women

share their
commercial fishing experiences,
humor, and sometimes harrowing
stories of life at sea

ANNUAL "HALLOWEEN ON THE HARBOR" EVENT

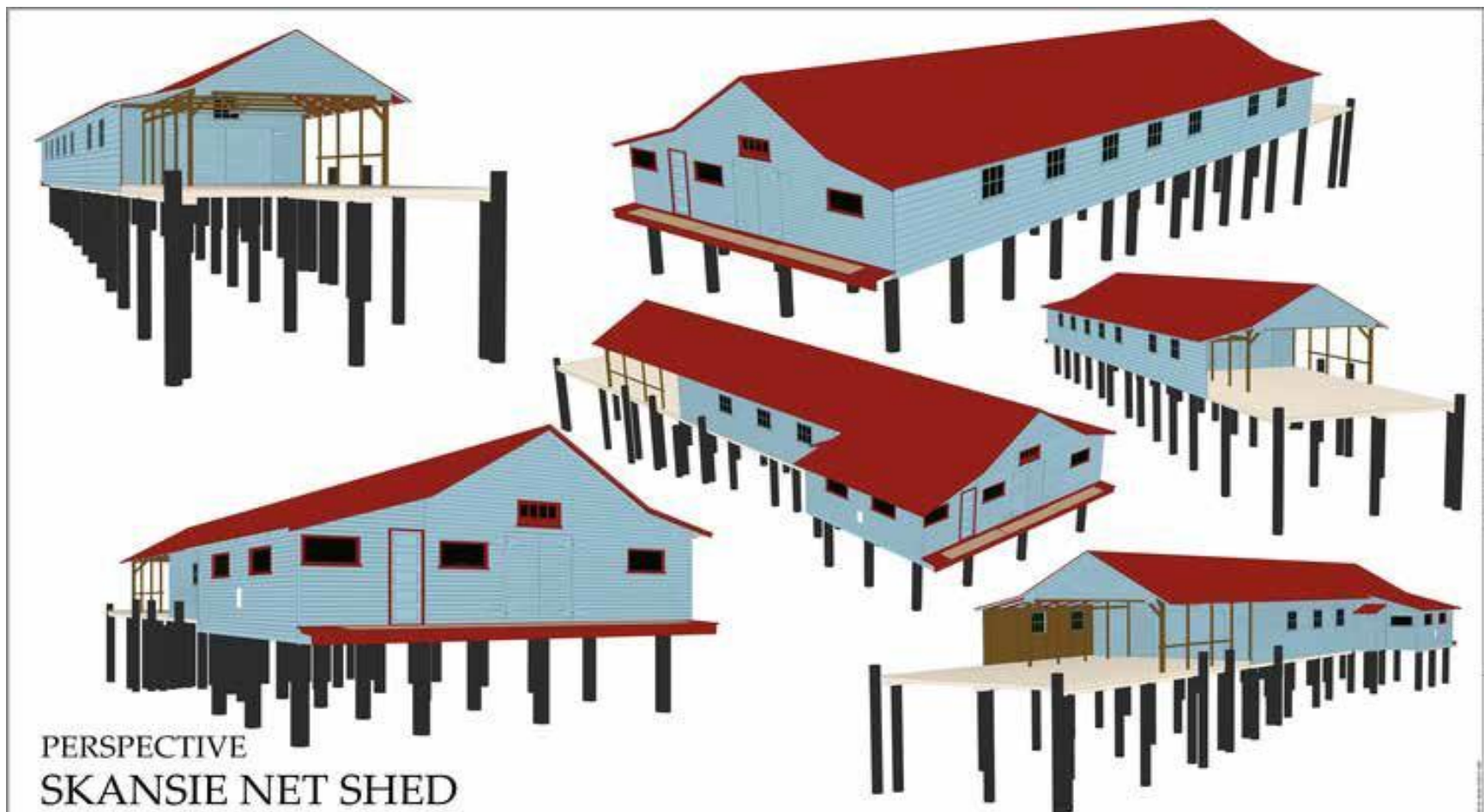


SCHOOL PRESENTATIONS and EDUCATIONAL EVENTS

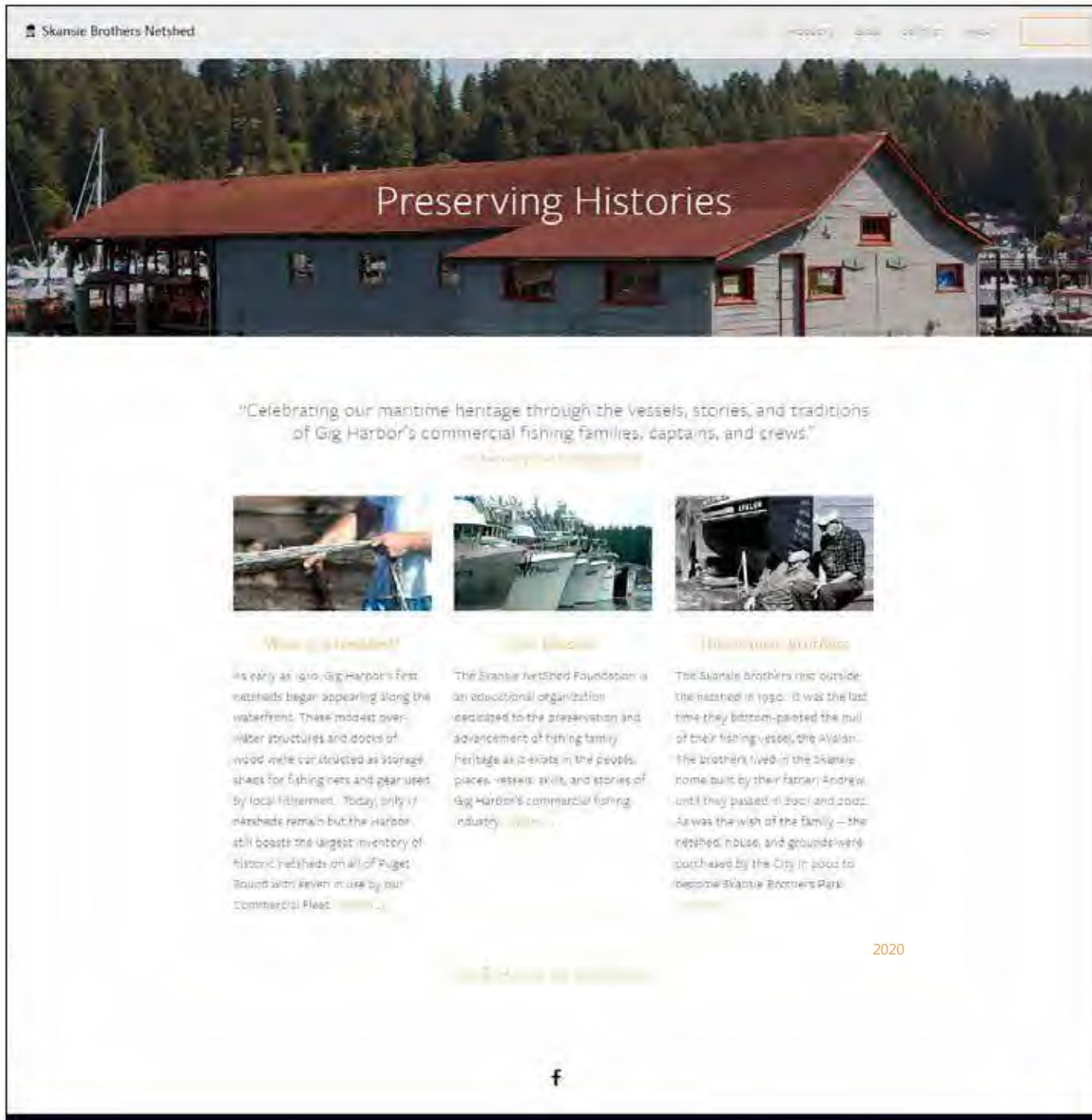


PRESTIGIOUS RECOGNITION and LISTINGS

- 2010 American Express \$100K Statewide National Historic Preservation Award
- Washington State DHAP Award
- 2014 Croatian Prime Minister Visit
- Statewide Most Endangered Structures Designation
- Gig Harbor Register of Historic Places
- Skansie Brothers Park National Register Listing
- Skansie Brothers Park Washington State Register Listing



HABS-HAER Record at the Library of Congress, Washington D.C.



WEBSITE

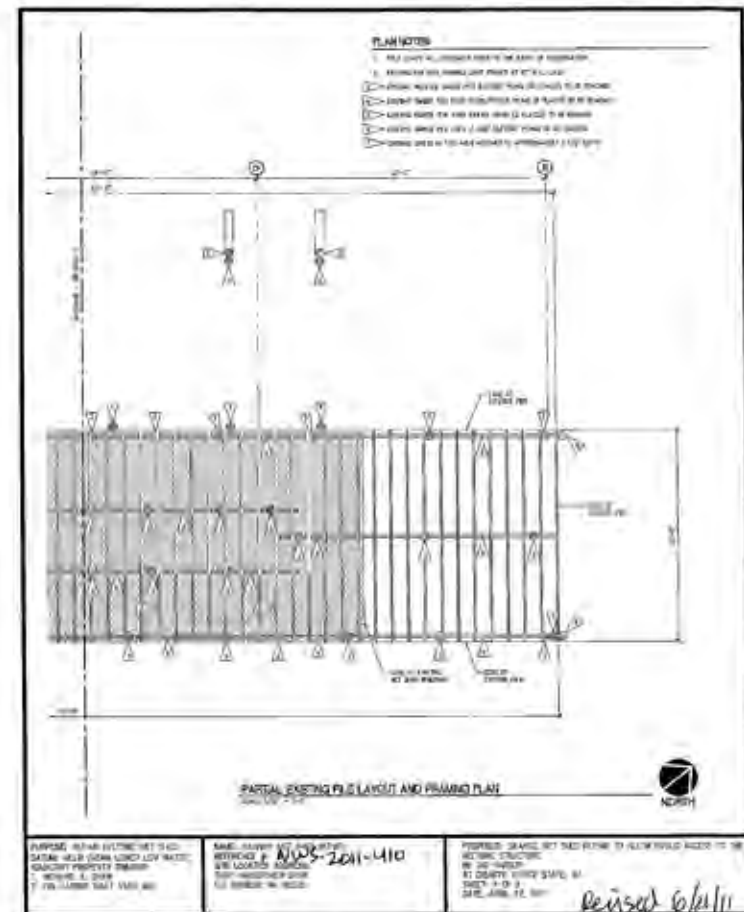
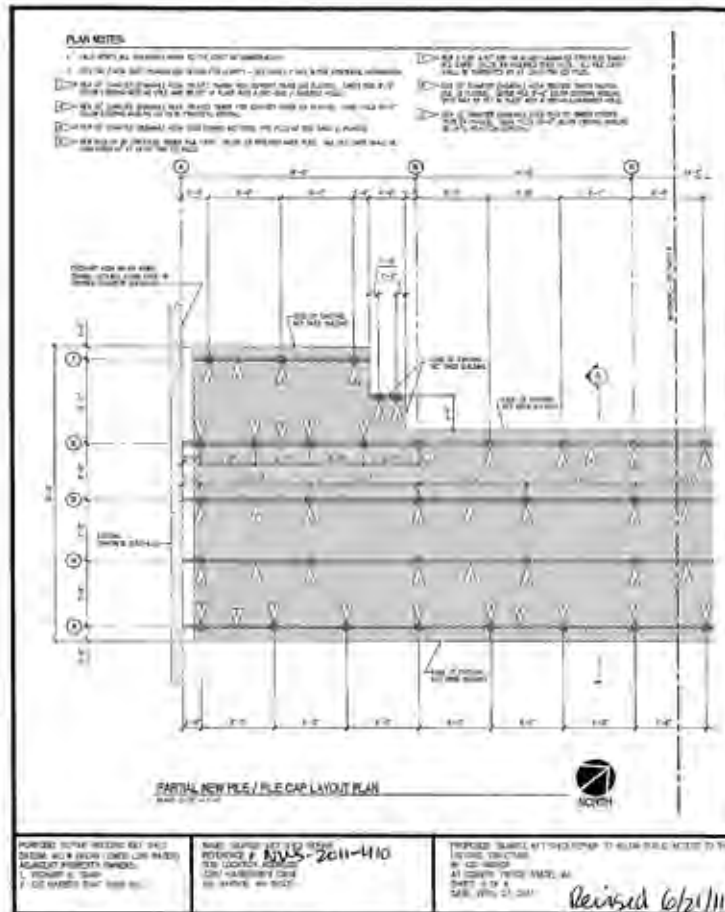
www.facebook.com/skansienetshed



SOCIAL MEDIA | FACEBOOK

MAINTENANCE & REPAIRS SINCE 2004

- 2004 City replaced composition roof
- 2004 City paints building
- 2013 70 piling replaced with 64 new timber piling (Quigg)
- 2013 Multiple structural joists replaced (Quigg)
- 2013 Exterior decking replaced (Quigg)
- 2014 City reconstructs ADA ramp | adds sidewalk
- 2016 SNF door repairs | misc patching



**BRINGING VISIBILITY TO GIG HARBOR'S
CROATIAN HERITAGE
AND RICH MARITIME HISTORY**



MEET ME AT THE NETSHED

*We remain optimistic that our activities will begin again in 2021
and welcome any opportunity to continue in our volunteer service to the
City. For more information, contact the Foundation Secretary, at (253) 549-
6734*



THANK YOU



GIG HARBOR SPORTS COMPLEX UPDATE

04.08.21

*Joint Statement from Gig Harbor City Council,
Mayor Kit Kuhn and YMCA of Kitsap and Pierce Counties*



The Gig Harbor Sports Complex Phases 1A and 1B are a legislative priority for this Council and Mayor and have been a priority for the city dating back to vision exercises in 2013. The primary request from citizens has been to construct lit and turfed sport fields, with secondary uses including sport courts with options for pickleball, tennis and basketball, picnic shelters, trails and a new accessible playground.

The City purchased 30+ acres in Gig Harbor North for this project and has secured funding through several ways to make this come to fruition as soon as possible. This includes a partnership with the YMCA, who is currently negotiating with the City to lease the rights to the surface in order to construct lit and turfed multi-purpose sports fields (Phase 1A). The YMCA will fundraise from the community the majority of the costs for design and construction of Phase 1A.

The project's phase 1A will be funded through this mix of community fundraising and a state grant for \$206,000 allocated in the 2017 State Capital Budget – the City has committed to turning these grant monies over to the YMCA for the purpose of the field construction. Currently, the City is asking the state for an extension for the YMCA to be able to use these funds, in light of the YMCA's requested extension.

The City has committed to funding and constructing Phase 1B, which will be funded through HBZ funds and hopefully, a state grant the City is applying for. Phase 1B will include the picnic shelters, sports courts, trails and play structures.

With COVID, the YMCA has experienced a slowdown in fundraising, and has asked the city for additional time to begin permitting and construction on the project. Currently, the project (Phase 1A & 1B) is on schedule to be completed in 2024. However, the city does not control that date – the YMCA does.

It's the YMCA's intent to complete fundraising and construction to complete Phase 1A as soon as reasonable and hopefully no later than December 31, 2024. The YMCA requested additional time from the City to complete Phase 1A because of the financial challenges facing the Y because of the pandemic and state restrictions.

The YMCA will need to submit permits no later than June 2023 and start construction by early 2024 to meet the December 31, 2024 deadline. If the YMCA is unable to meet these project milestones, the Lease Agreement may be voided.

Phase 1B is under the city's control, which is why we can be more certain of the completion date on this portion. Developers have begun the grading process for the pickleball fields, and despite the YMCA timeline, the City has the ability to keep moving forward with the part of the project (Phase 1B) that we can.

Gig Harbor's growth means there is a tremendous need for additional community recreational opportunities. Both the current Mayor and Council are in full support of bringing the fully imagined Gig Harbor Sports Complex to life.

We would all like the fields to be built as quickly as possible. Once the lease agreement has been approved by the City and the YMCA, the YMCA will initiate a capital campaign to raise the money necessary to complete design and construction of Phase 1A. Visit ymcapkc.org/give to contact the Y's development team for more information.

Q&A:

Why can't the Gig Harbor Little League Fields just be AstroTurfed as a solution to quicker year-round all-purpose fields?

The Gig Harbor Little League fields are under the operated and managed by the City – and we have expanded the use of the Little League fields in the short time the City of GH has managed the property.

The Phase 1A Sports Complex fields are not equivalent to putting turf on the little league fields. They would be designed and striped or lined for different purposes.

Would transferring all city parks to PenMet Parks help this get done faster?

Private funding comprises the majority of the Gig Harbor Sports Complex funding structure. Additionally, there are differing tax authorities for municipalities and park districts, and legally speaking, the levels of funding can't just be shifted from one to the other.



Business of the City Council City of Gig Harbor, WA

Subject: Second reading of ordinance assuming rights, powers, functions and obligations of the Gig Harbor Transportation Benefit District (TBD)

Dept. Origin: Finance

Prepared by: David Rodenbach
Finance Director

For Agenda of: April 12, 2021

Exhibit: Ordinance

Proposed Council Action: Adopt Ordinance

1457

Initial &
Date

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

KK 4-1-21
RLO 4/1/2021
Per email
CR 4-1/21

Expenditure Required	\$0	Amount Budgeted	\$0	Appropriation Required	\$ 0
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INFORMATION/BACKGROUND

Ordinance no. 1392, dated July 9, 2018 established the Gig Harbor Transportation Benefit District. The District's boundaries are contiguous with those of the City and the Gig Harbor City Council is the governing body of the district. A 0.2% sales tax was subsequently approved by the voters November 5, 2019. This is expected to bring in \$1.5 million annually.

Currently, the TBD is a separate organization within the City requiring separate meetings, insurance, audits and administration. The City Council is the Governing Board of the TBD and, accordingly has absolute and complete authority and control over the TBD. Assumption of TBD powers will not change this.

Having the City Council assume all rights, powers, functions and obligations of the Gig Harbor Transportation Benefit District would simplify collection, administration, expenditure and audit of TBD funds and provide for a more efficient operation of the District. The TBD will be a Special Revenue fund.

As of December 15, 2020, the state had 110 TBD's and, in 82 of these, the city had assumed TBD powers.

FISCAL CONSIDERATION

Assumption of the TBD will save an estimated \$5,000 per year in addition to relieving the city of the administrative burden of running a separate quasi municipal corporation.

RECOMMENDATION/MOTION

Adopt the ordinance # 1457.

ORDINANCE NO. 1457

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON ASSUMING THE RIGHTS, POWERS, FUNCTIONS AND OBLIGATIONS OF THE GIG HARBOR TRANSPORTATION BENEFIT DISTRICT (TBD) AS ALLOWED BY CHAPTER 36.74 RCW AND FOLLOWING ITS ABOLISHING THE TBD GOVERNING BOARD UPON THE EFFECTIVE DATE OF THE ASSUMPTION, PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, City of Gig Harbor Ordinance No. 1392, passed by the City Council on July 9, 2018 created the Transportation Benefit District with the same boundaries as the City limits;

WHEREAS, RCW 36.74.020 provides that “the assumption of the rights, powers, functions, and obligations of a transportation benefit district may be initiated by the adoption of an ordinance or a resolution by the city... indicating its intention to conduct a hearing concerning the assumption of such rights, powers, functions, and obligations”; and

WHEREAS, the City of Gig Harbor held a public hearing on the proposed assumption of the rights, powers, functions and obligations of the Gig Harbor Transportation Benefit District on March 8, 2021; and

WHEREAS, after the public hearing, the City Council desires to assume the rights, powers, functions and obligations of the Gig Harbor Transportation Benefit District;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GIG HARBOR DO ORDAIN AS FOLLOWS:

SECTION 1. Findings. The recitals listed herein are incorporated as findings.

SECTION 2. TBD Assumed.

- A. The rights, powers, immunities, functions, and obligations of the City of Gig Harbor Transportation Benefit District are hereby assumed by the City of Gig Harbor which is hereby vested with every right, power, immunity, functions, and obligation currently granted to or possessed by the TBD.
- B. All existing contracts and obligations of the Gig Harbor Transportation Benefit District shall remain in full force and effect and shall be performed by the City of Gig Harbor.
- C. All rules and regulations and all pending business before the Gig Harbor Transportation Benefit District shall be continued and acted upon by the City of Gig Harbor.

- D. All reports, documents, surveys, books, records, files, papers, or other writings relating to the administration of powers, duties and functions transferred pursuant to this chapter and available to the Gig Harbor Transportation Benefit District shall be made available to the City of Gig Harbor.
- E. All funds, credits, or other assets held in connection with powers, duties, and functions transferred pursuant to this ordinance shall be assigned to the City of Gig Harbor.
- F. Any appropriations or federal grants made out to the Gig Harbor Transportation Benefit District for the purpose of carrying out the rights, powers, functions and obligations authorized to be assumed by the City of Gig Harbor pursuant to this ordinance, on the effective date of this ordinance, shall be credited to the City of Gig Harbor for the purpose of carrying out such transferred rights, powers, functions and obligations.

SECTION 3. TBD Governing Body Abolished. Immediately following the assumption of the TBD by the City, the Gig Harbor Transportation Benefit District Board of Directors is abolished as required by RCW 36.74.030(2).

SECTION 4. Debts and Obligations. The city hereby assumes and agrees to provide for the payment of all of the indebtedness of the transportation benefit district, including the payment and retirement of outstanding general obligation and revenue bonds issued by the transportation benefit district should any exist.

SECTION 5. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, clause or phrase of this Ordinance.

SECTION 6. Effective Date. This ordinance shall take effect five days after its publication or the publication of a summary of its intent and contents.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this ____ of _____, 2021.

CITY OF GIG HARBOR

KIT KUHN, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY:

By: _____
DANIEL KENNY

FILED WITH THE CITY CLERK: 3/11/21
PASSED BY THE CITY COUNCIL: 04/12/21
PUBLISHED: 04/19/21
EFFECTIVE DATE: 04/24/21
ORDINANCE NO: 1457



Business of the City Council
City of Gig Harbor, WA

**Subject: Second reading: Amendment To
2021 Budget - Personnel Salary Schedule**

Proposed Council Action: Adopt Ordinance

#1458

Dept. Origin: Finance

Prepared by: David Rodenbach

For Agenda of: April 12, 2021

Exhibits: Ordinance

Initial & Date

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

KK 4-1-21

RL 4/1/21

Per Email

4/1/21

Expenditure		Amount		Appropriation	
Required	NA	Budgeted	NA	Required	\$NA

INFORMATION / BACKGROUND

The salary ranges presented in the 2021 budget for the Teamsters Local Union No. 117 (Police) and Teamsters 117 Non-Supervisory Employees Union have changed due to completion of negotiations.

The updated salary ranges are adopted in this amendment.

FISCAL CONSIDERATION

At this time, it appears the city will be able to absorb additional costs within the current budget as approved

The total first-year cost of the general employees' wage and benefit increases is estimated to be approximately \$75,000. This will be spread over five general fund departments and six additional funds.

The effects of the police salary and benefit increases were included in the 2021 budget as approved.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

We recommend that Council adopt this ordinance, # 1458

ORDINANCE NO. 1458

**AN ORDINANCE OF THE CITY OF GIG HARBOR,
WASHINGTON, RELATING TO THE CITY'S 2021 BUDGET,
ADOPTING A REVISED SALARY SCHEDULE TO REFLECT
CHANGES RESULTING FROM LABOR NEGOTIATIONS.**

WHEREAS the City Council adopted the 2021 budget and salary schedule through Ordinance 1449 on December 14, 2020; and

WHEREAS, salary ranges for the Teamsters Local Union No. 117 (Police), Teamsters 117 Non-Supervisory Employees Union and Teamsters 117 Supervisory Employees Union were not yet final as labor negotiations were ongoing at that time; and

WHEREAS, labor negotiations with Teamsters 117 Supervisory Employees Union are still ongoing and are not yet final; and

WHEREAS, negotiations with the Teamsters Local Union No. 117 (Police) and Teamsters 117 Non-Supervisory Employees Union are now complete and collective bargaining agreements are in place; and

WHEREAS, the City desires to amend Ordinance No. 1449 to reflect the actual 2021 salary ranges in Attachment A;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Attachment "A" of Ordinance 1449, which adopted the 2021 Budget, shall be replaced with the following schedules:

Attachment A

2021 Salary Schedule Executive Positions

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5
City Administrator	\$154,137	\$161,844	\$169,937	\$178,433	\$187,355
City Attorney	\$141,258	\$148,321	\$155,737	\$163,524	\$171,700
Chief of Police	\$132,949	\$139,596	\$146,576	\$153,905	\$161,600
Finance Director	\$124,639	\$130,871	\$137,415	\$144,286	\$151,500
Public Works Director	\$124,639	\$130,871	\$137,415	\$144,286	\$151,500
Community Development Director	\$124,639	\$130,871	\$137,415	\$144,286	\$151,500
Human Resources Director	\$118,657	\$124,590	\$130,819	\$137,360	\$144,228
Police Lieutenant	\$118,657	\$124,590	\$130,819	\$137,360	\$144,228
Assistant City Attorney	\$97,219	\$102,080	\$107,184	\$112,543	\$118,170
City Clerk	\$89,325	\$93,791	\$98,481	\$103,405	\$108,575

2021 Salary Range Non-Represented Non-Supervisory Personnel

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Assistant City Clerk	\$73,945	\$76,349	\$78,830	\$81,392	\$84,037	\$86,768	\$89,588	\$92,500
Human Resources Assistant	\$50,566	\$52,210	\$53,906	\$55,658	\$57,467	\$59,335	\$61,263	\$63,254

2021 Salary Range Police Personnel

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5
Police Sergeant	\$8,349	\$8,766	\$9,205	\$9,665	
Police Officer	\$6,322	\$6,638	\$6,970	\$7,318	\$7,684

**2021 Salary Range Supervisory Personnel

Job Title	Minimum	Maximum
City Engineer	\$8,247	\$10,309
Information Systems Manager	\$8,247	\$10,309
Building Official / Fire Marshal	\$7,896	\$9,870
Parks Manager	\$7,322	\$9,153
Principal Planner	\$7,322	\$9,153
Tourism & Communications Director	\$7,142	\$8,928
Court Administrator	\$7,088	\$8,860
Public Works Superintendent	\$7,051	\$8,814
Wastewater Treatment Plant Supervisor	\$7,051	\$8,814

**Contract currently under negotiations.

2021 Salary Range
Non-Supervisory Personnel

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Senior Engineer	\$91,707	\$94,688	\$97,765	\$100,943	\$104,223	\$107,610	\$111,108	\$114,719
Associate Engineer	\$84,810	\$87,566	\$90,412	\$93,350	\$96,384	\$99,517	\$102,751	\$106,090
Project Engineer	\$84,810	\$87,566	\$90,412	\$93,350	\$96,384	\$99,517	\$102,751	\$106,090
Senior Accountant	\$84,593	\$87,342	\$90,180	\$93,111	\$96,137	\$99,262	\$102,488	\$105,819
Senior Planner	\$84,543	\$87,291	\$90,128	\$93,057	\$96,081	\$99,204	\$102,428	\$105,757
Field Supervisor	\$74,759	\$77,189	\$79,697	\$82,288	\$84,962	\$87,723	\$90,574	\$93,518
Construction Supervisor	\$74,759	\$77,189	\$79,697	\$82,288	\$84,962	\$87,723	\$90,574	\$93,518
Senior WWTP Operator	\$70,384	\$72,671	\$75,033	\$77,472	\$79,990	\$82,589	\$85,273	\$88,045
GIS Coordinator	\$68,867	\$71,105	\$73,416	\$75,802	\$78,265	\$80,809	\$83,435	\$86,147
Payroll / Benefits Administrator	\$68,679	\$70,911	\$73,216	\$75,596	\$78,052	\$80,589	\$83,208	\$85,913
Associate Planner	\$67,644	\$69,843	\$72,113	\$74,456	\$76,876	\$79,375	\$81,954	\$84,618
Construction Inspector	\$65,999	\$68,144	\$70,358	\$72,645	\$75,006	\$77,444	\$79,961	\$82,559
Building Inspector/Plans Reviewer	\$65,999	\$68,144	\$70,358	\$72,645	\$75,006	\$77,444	\$79,961	\$82,559
Executive Assistant	\$65,014	\$67,127	\$69,308	\$71,561	\$73,887	\$76,288	\$78,767	\$81,327
Mechanic	\$63,821	\$65,895	\$68,037	\$70,248	\$72,531	\$74,889	\$77,322	\$79,835
WWTP Operator	\$62,965	\$65,011	\$67,124	\$69,305	\$71,558	\$73,883	\$76,285	\$78,764
Engineering Technician	\$62,452	\$64,482	\$66,577	\$68,741	\$70,975	\$73,282	\$75,663	\$78,122
Building Maintenance Technician	\$61,950	\$63,963	\$66,042	\$68,188	\$70,404	\$72,692	\$75,055	\$77,494
Information Systems Assistant	\$61,092	\$63,078	\$65,128	\$67,244	\$69,430	\$71,686	\$74,016	\$76,422
WWTP Collection Systems Tech II	\$58,894	\$60,809	\$62,785	\$64,825	\$66,932	\$69,107	\$71,353	\$73,672
Assistant Planner	\$58,707	\$60,615	\$62,585	\$64,619	\$66,719	\$68,888	\$71,126	\$73,438
Permit Coordinator	\$58,707	\$60,615	\$62,585	\$64,619	\$66,719	\$68,888	\$71,126	\$73,438
Community Services Officer	\$58,186	\$60,077	\$62,029	\$64,045	\$66,127	\$68,276	\$70,495	\$72,786
Finance Technician	\$57,239	\$59,100	\$61,020	\$63,003	\$65,051	\$67,165	\$69,348	\$71,602
Utility Billing Technician	\$57,239	\$59,100	\$61,020	\$63,003	\$65,051	\$67,165	\$69,348	\$71,602
Planning Technician	\$56,944	\$58,794	\$60,705	\$62,678	\$64,715	\$66,818	\$68,990	\$71,232
Community Development Assistant	\$55,662	\$57,471	\$59,339	\$61,268	\$63,259	\$65,315	\$67,438	\$69,629
Public Works Assistant	\$55,662	\$57,471	\$59,339	\$61,268	\$63,259	\$65,315	\$67,438	\$69,629
Police Services Specialist	\$48,135	\$49,699	\$51,315	\$52,982	\$54,704	\$56,482	\$58,318	\$60,213
Court Clerk	\$47,484	\$49,027	\$50,621	\$52,266	\$53,965	\$55,719	\$57,529	\$59,399
Custodian	\$47,317	\$48,855	\$50,443	\$52,082	\$53,775	\$55,522	\$57,327	\$59,190
Public Works Clerk	\$47,287	\$48,824	\$50,411	\$52,049	\$53,741	\$55,487	\$57,291	\$59,153
Community Development Clerk	\$47,287	\$48,824	\$50,411	\$52,049	\$53,741	\$55,487	\$57,291	\$59,153
Laborer	\$44,932	\$46,392	\$47,900	\$49,457	\$51,064	\$52,724	\$54,437	\$56,207

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Maintenance Technician	\$55,245	\$57,041	\$58,894	\$60,809	\$62,785	\$64,825	\$66,932	\$69,107	\$71,353	\$73,672

The parties agree to continue the combination of Maintenance Technician I and II ranges. Employees will not be able to exceed the mid-range of this classification until they have been with the City for at least 5 years and have achieved goals, licenses and/or certifications. This classification requires a CDL Class B license with a Tanker Endorsement. Employees who do not have this required license must obtain it within 18 months.

Section 2. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, clause or phrase of this Ordinance.

Section 3. Effective Date. This Ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this ____ day of April, 2021.

CITY OF GIG HARBOR

Mayor Kit Kuhn

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

FILED WITH THE CITY CLERK: 03/11/21
PASSED BY THE CITY COUNCIL: 04/12/21
PUBLISHED: 04/15/21
EFFECTIVE DATE: 04/20/21
ORDINANCE NO: 1458



Business of the City Council City of Gig Harbor, WA

Subject: Second Reading of Ordinance 1459
Ancich Waterfront Park Overwater Structures

Proposed Council Action: Adopt Ordinance No. 1459 establishing new rules for the Ancich Waterfront Park overwater structures.

Dept. Origin: Public Works

Prepared by: Jeff Langhelm, PE
Public Works Director

For Agenda of: April 12, 2021

Exhibits: Ordinance

Initial &
Date

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

KK 4-6-21
PL 4/2/21
NA 4/2/21
DR 4/2/21
PL 4/2/21

Expenditure Required	\$0	Amount Budgeted	\$ 0	Appropriation Required	\$ 0
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INFORMATION/BACKGROUND

The City's Ancich Waterfront Park has been constructed in phases and provides new access between the land and water for commercial fishing operators and the general public wanting to launch nonmotorized watercraft. These phases include the reconstruction of three overwater structures consisting of the Ancich Pier, Ancich Netshed, and Jerkovich Pier that will stimulate the local economy through improving access to and from vessels for commercial fishing operators and providing additional water-related recreation and heritage related activities.

Despite the City's public overwater structures being located adjacent to and included as City parks, the structures require specialized rules that are not covered by existing rules established for City Parks under GHMC 9.24. The proposed ordinance establishes these specialized rules and provides a mechanism for enforcement. Once the rules for the Ancich overwater structures have been adopted, the City may then begin providing operators of commercial fishing vessels the authorizations necessary to use these structures.

This version of the ordinance reflects many updates based on recent conversations with City Council at the February 8 council meeting, the March 4 study session, and the first reading at the March 22 council meeting. This version also incorporates revisions to clarify penalties and remedies for users of the Ancich Netshed (proposed GHMC 8.26.090.) These revisions are shown in strike-out and underline formatting.

As future phases of Ancich Waterfront Park are completed (e.g. Community Paddler's Dock and Commercial Fishing Homeport Dock) additional rules will be developed to accommodate those new facilities.

FISCAL CONSIDERATION

None.

BOARD OR COMMITTEE RECOMMENDATION

This ordinance was not presented to the Public Works Committee but has been reviewed by City Council at their February 22 council meeting, March 4 study session, and March 22 council meeting.

RECOMMENDATION/MOTION

Adopt Ordinance No. 1459 establishing new rules for the Ancich Waterfront Park overwater structures.

ORDINANCE NO. 1459

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, ADDING NEW CHAPTERS 8.25, 8.26 AND 8.27 ADOPTING REGULATIONS FOR THREE SPECIFIC CITY OVERWATER STRUCTURES AT ANCICH WATERFRONT PARK; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City's Ancich Waterfront Park, guided by Resolution No. 949, has been constructed in phases and provides new access between the land and water for commercial fishing operators and the general public wanting to launch nonmotorized watercraft; and

WHEREAS, these phases include the reconstruction of three overwater structures consisting of the Ancich Pier, Ancich Netshed, and Jerkovich Pier that will stimulate the local economy through commercial fishing use, tourism, and heritage related activities; and

WHEREAS, these three overwater structures are located in the City's historic working waterfront, require specialized rules that are not covered by existing rules established for City Parks under GHMC 9.24 and the City Council desires to codify regulations regarding use of these structures; and

WHEREAS, these regulations may need to be amended as the City further develops the next phases of Ancich Waterfront Park. Now, therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Chapter 8.25 - Added. A new chapter 8.25 entitled "Public Pier – Ancich Pier" is added to the Gig Harbor Municipal Code to read as follows:

8.25.010 Public use.

The Ancich Pier (Pier), located at approximately N 47° 20' 04", W 122° 35' 12", is part of the city of Gig Harbor's Ancich Waterfront Park extends over the waters of Gig Harbor for the use and enjoyment of commercial fishing operators and the general public, with limitations set forth in this chapter.

8.25.020 Definitions.

For the purposes of this chapter, the definitions listed under this section shall be construed as specified in this section:

"Commercial Fishing Vessel" is a type of watercraft that is currently licensed for commercial fishing by a state government or a federally recognized Indian tribe and is actively used for the purposes of commercial fishing.

"Commercial Fishing Operator" is the user of a commercial fishing vessel who has received authorization from the city to use the Pier under a properly executed Ancich Pier Use Authorization form.

"User," also known as an operator, is the person responsible for, or in control of, watercraft at the Pier.

"Watercraft," also known as a vessel or boat, includes every description of watercraft on the water used or capable of being used as a means of transportation on the water, other than a seaplane. However, it does not include inner tubes, air mattresses, and small rafts or flotation devices or toys customarily used by swimmers.

8.25.030 Moorage by commercial fishing operators

Only Commercial Fishing Operators may moor watercraft to the Pier.

8.25.040 Alcoholic beverages prohibited.

There shall be no alcoholic beverages consumed on the Pier.

8.25.050 Fueling, repairing, and maintaining of Watercraft.

There shall be no fueling, repairing, or maintaining of watercraft while moored to, or located on the Pier.

8.25.060 Motorized vehicles.

Only Commercial Fishing Operators may operate motorized vehicles on the Pier.

8.25.070 General public use.

The general public may use the Pier for enjoyment but shall not interfere or inhibit the use of the Pier by a Commercial Fishing Operator. Commercial fishing operators may, for short duration, restrict portions of the Pier for safety reasons, during mechanical evolutions that present an identifiable danger to others.

8.25.080 Queuing of watercraft

Any watercraft queued at the Pier shall be allowed access based on their place in the queue and may access the Pier in the order in which Commercial Fishing Operators arrive at the Pier.

8.25.090 Commercial activity.

Any commercial activity conducted by users from the Pier shall only be performed by Commercial Fishing Operators. Retail sales can only be performed by vendors who maintain a current business or peddler's license from the City and any other required state or local license.

8.25.100 Storage - Restrictions

Users shall not store for any watercraft or commercial fishing gear or equipment on or over the grated surfaces of the Pier for a period exceeding 15 minutes.

8.25.110 Penalties and remedies.

A. Violations of this chapter shall be deemed a public nuisance under RCW 35.21.955 and in violation of the safety, health, morals and general welfare of the city.

B. Such remedies given by law for the prevention and abatement of nuisances shall apply hereto.

C. Appropriately located signs shall inform users of the Pier of the requirements expressed in this chapter and shall be deemed notice as warning of impoundment by violations.

D. Violation of any portion of this chapter is an infraction and subject to a penalty of \$100.00 as provided in GHMC 1.16.010D. Each calendar day on which a violation of this chapter occurs shall constitute a separate civil infraction. Said violation shall be just cause for the violating watercraft to be cabled to the dock or removed to another City property to ensure compliance with this chapter. Upon proper notice in accordance with subsections F and G of this section, the violating watercraft shall be impounded.

E. For the purposes of this chapter, the fact that a watercraft has been so left beyond the permissible time periods without permission of the police department is prima facie evidence of abandonment.

GF. The city and its local law enforcement officials may take immediate possession of and impound any vessel or watercraft when such vessel or watercraft, either without vessel registration displayed or where parties claiming ownership to said watercraft are not known, are found in violation of this chapter; provided, the city shall post signs in a conspicuous manner on or near Ancich Pier which notify the public that vessels moored in violation of the City's requirements shall be removed or impounded by the City.

HG. Within five days of the impoundment of violating watercraft, the city shall notify by registered or certified letter said owner, if known, of the impoundment of the watercraft, the redemption procedure and the opportunity for hearing to contest the propriety of impoundment. If the owner of the watercraft is not known, publication of the watercraft's description, make, model, size, and color, plus details of impoundment, redemption

procedure and the opportunity for hearing to contest the propriety of impoundment within a newspaper of general and local readership shall constitute sufficient notice.

I.H. After 30 days of receipt of the registered or certified mail or publication in a general and local newspaper providing notice of the impoundment, the city shall hold for sale the impounded watercraft. Proceeds of the sale shall be applied to the towing and storage fees incurred through impoundment and any excess shall be deposited in the city treasury.

Section 2. Chapter 8.26 - Added. A new chapter 8.26 entitled "Public Netshed – Ancich Netshed" is added to the Gig Harbor Municipal Code to read as follows:

8.26.010 Public use.

The Ancich Netshed (Netshed), located at approximately N 47° 20' 03", W 122° 35' 13", is part of the city of Gig Harbor's Ancich Waterfront Park extends over the waters of Gig Harbor for the use and enjoyment of commercial fishing operators and the general public, with limitations set forth in this chapter.

8.26.020 Definitions.

For the purposes of this chapter, the definitions listed under this section shall be construed as specified in this section:

"Commercial Fishing Vessel" is a type of watercraft that is currently licensed for commercial fishing by a state government or a federally recognized Indian tribe and is actively being operated for the purposes of commercial fishing.

"Commercial Fishing Operator" is the user of a commercial fishing vessel who has received authorization from the city to use one or more of the Netshed under a properly executed Ancich Netshed Use Authorization form.

"User," also known as an operator, is the person responsible for, or in control of, watercraft making use of the Netshed.

"Watercraft," also known as a vessel or boat, includes every description of watercraft on the water used or capable of being used as a means of transportation on the water, other than a seaplane. However, it does not include inner tubes, air mattresses, and small rafts or flotation devices or toys customarily used by swimmers.

8.26.030 Alcoholic beverages prohibited.

There shall be no alcoholic beverages consumed in the Netshed.

8.26.040 Fueling, repairing, and maintaining of watercraft.

There shall be no fueling, repairing, or maintaining of watercraft in the Netshed.

8.26.050 Motorized vehicles.

Only Commercial Fishing Operators may operate motorized vehicles in the Netshed.

8.26.060 General public use.

When the Netshed doors are open, the general public may enter the Netshed but shall not interfere or inhibit the use of the Netshed by a Commercial Fishing Operator. Commercial fishing operators may, for short duration, restrict portions of the Netshed for safety reasons, during mechanical evolutions that present an identifiable danger to others.

8.26.070 Queuing of commercial fishing operators.

Any Commercial Fishing Operator queued at the Netshed shall be allowed access based on their place in the queue and may access the Netshed in the order in which users arrive at the Netshed.

8.26.080 Commercial activity.

Any commercial activity conducted by users from the Netshed shall only be performed by Commercial Fishing Operators. Retail sales can only be performed by vendors who maintain a current business or peddler's license from the City and any other required state or local license.

8.26.090 Penalties and remedies.

A. Violations of this chapter by Operators shall be remedied in accordance with the properly executed Ancich Netshed Use Authorization form.

B. Violations of this chapter by anyone else shall be remedied in accordance with GHMC 9.24.050.

~~A. Violations of this chapter shall be deemed a public nuisance under RCW 35.21.055 and in violation of the safety, health, morals and general welfare of the city.~~

~~B. Such remedies given by law for the prevention and abatement of nuisances shall apply hereto.~~

~~C. Appropriately located signs shall inform users of the Netshed of the requirements expressed in this chapter and shall be deemed notice as warning of impoundment by violations.~~

~~D. Violation of any portion of this chapter is an infraction and subject to a penalty of \$100.00 as provided in GHMC 1.16.010D. Each calendar day on which a violation of this chapter occurs shall constitute a separate civil~~

~~infraction. Said violation shall be just cause for the violating watercraft to be cabled to the dock or such property to be removed to another City property to ensure compliance with this chapter. Upon proper notice in accordance with subsections F and G of this section, the violating watercraft shall be impounded.~~

~~E. For the purposes of this chapter, the fact that a watercraft or other property has been so left beyond the permissible time periods without permission of the police department is prima facie evidence of abandonment.~~

~~F. When watercraft with proper license plates or vehicle registration displayed are found in violation of this chapter, the registered owner shall be notified by certified or registered mail that such watercraft is in violation of this chapter and that after 24 hours of receipt of the certified or registered mail notice, the violating watercraft will be impounded by the police department of the city.~~

~~G. When watercraft without proper license plates or vehicle registration displayed are found in violation of this chapter and parties claiming ownership to said watercraft are not known, notice of violation of this chapter shall be affixed in a prominent portion to the watercraft stating that 72 hours subsequent to the affixation of such notice of violation the watercraft will be impounded by the police department of the city.~~

~~H. Within five days of the impoundment of violating watercraft, the city shall notify by registered or certified letter said owner, if known, of the impoundment of the watercraft, the redemption procedure and the opportunity for hearing to contest the propriety of impoundment. If the owner of the watercraft is not known, publication of the watercraft's description, make, model, size, and color, plus details of impoundment, redemption procedure and the opportunity for hearing to contest the propriety of impoundment within a newspaper of general and local readership shall constitute sufficient notice.~~

~~I. After 30 days of receipt of the registered or certified mail or publication in a general and local newspaper providing notice of the impoundment, the city shall hold for sale the impounded watercraft. Proceeds of the sale shall be applied to the towing and storage fees incurred through impoundment and any excess shall be deposited in the city treasury.~~

Section 3. Chapter 8.27 - Added. A new chapter 8.27 entitled "Public Pier – Jerkovich Pier - is added to the Gig Harbor Municipal Code to read as follows:

8.27.010 Public use.

The Jerkovich Pier (Pier), located at approximately N 47° 20' 02", W 122° 35' 10", is part of the city of Gig Harbor's Ancich Waterfront Park extends over the waters of Gig Harbor Bay for the use and enjoyment of commercial fishing operators and the general public, with limitations set forth in this chapter.

8.27.020 Definitions.

For the purposes of this chapter, the definitions listed under this section shall be construed as specified in this section:

"Commercial Fishing Vessel" is a type of watercraft that is currently licensed for commercial fishing by a state government or a federally recognized Indian tribe and is actively being operated for the purposes of commercial fishing.

"Commercial Fishing Operator" is the user of a commercial fishing vessel who has received authorization from the city to use one or more of the Pier under a properly executed Jerkovich Pier Use Authorization form.

"User," also known as an operator, is the person responsible for, or in control of, watercraft at the Pier.

"Watercraft," also known as a vessel or boat, includes every description of watercraft on the water used or capable of being used as a means of transportation on the water, other than a seaplane. However, it does not include inner tubes, air mattresses, and small rafts or flotation devices or toys customarily used by swimmers.

8.27.030 No moorage.

No watercraft may moor to the Pier.

8.27.040 Storage - Restrictions

Users shall not store for any watercraft or commercial fishing gear or equipment on or over the grated surfaces of the Pier for a period exceeding 15 minutes.

8.27.050 Alcoholic beverages prohibited.

There shall be no alcoholic beverages consumed on the Pier.

8.27.060 Fueling, repairing, and maintaining of Watercraft.

There shall be no fueling, repairing, or maintaining of watercraft located on the Pier.

8.27.070 Motorized vehicles.

Only Commercial Fishing Operators may operate motorized vehicles on the Pier.

8.27.080 General public use.

The general public may use the Pier for enjoyment but shall not interfere or inhibit the use of the Pier by a Commercial Fishing Operator.

8.27.090 Commercial activity.

Any commercial activity conducted by users from the Pier shall only be performed by Commercial Fishing Operators. Retail sales can only be performed by vendors who maintain a current business or peddler's license from the City and any other required state or local license

8.27.100 Penalties and remedies.

A. Violations of this chapter shall be deemed a public nuisance under RCW 35.21.955 and in violation of the safety, health, morals and general welfare of the city.

B. Such remedies given by law for the prevention and abatement of nuisances shall apply hereto.

C. Appropriately located signs shall inform users of the Pier of the requirements expressed in this chapter and shall be deemed notice as warning of impoundment by violations.

D. Violation of any portion of this chapter is an infraction and subject to a penalty of \$100.00 as provided in GHMC 1.16.010D. Each calendar day on which a violation of this chapter occurs shall constitute a separate civil infraction. Said violation shall be just cause for the violating watercraft to be cabled to the dock or removed to another City property to ensure compliance with this chapter. Upon proper notice in accordance with subsections F and G of this section, the violating watercraft shall be impounded.

E. For the purposes of this chapter, the fact that a watercraft has been so left beyond the permissible time periods without permission of the police department is prima facie evidence of abandonment.

FG. The city and its local law enforcement officials may take immediate possession of and impound any vessel or watercraft when such vessel or watercraft, either without vessel registration displayed or where parties claiming ownership to said watercraft are not know, are found in violation of this chapter; provided, the city shall post signs in a conspicuous manner on or near Jerkovich Pier which notify the public that vessels moored in violation of the City's requirements shall be removed or impounded by the City.

GH. Within five days of the impoundment of violating watercraft, the city shall notify by registered or certified letter said owner, if known, of the impoundment of the watercraft, the redemption procedure and the opportunity for hearing to contest the propriety of impoundment. If the owner of the watercraft is not known, publication of the watercraft's description, make, model, size, and color, plus details of impoundment, redemption procedure and the opportunity for hearing to contest the propriety of impoundment within a newspaper of general and local readership shall constitute sufficient notice.

HI. After 30 days of receipt of the registered or certified mail or publication in a general and local newspaper providing notice of the impoundment, the city shall hold for sale the impounded watercraft. Proceeds of the sale shall be applied to the towing and storage fees incurred through impoundment and any excess shall be deposited in the city treasury.

Section 4. 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 5. Effective Date. This ordinance shall take effect and be in full force and effect five days after passage and publication of an approved summary consisting of the title.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this 12th day of April, 2021.

CITY OF GIG HARBOR

Mayor Kit Kuhn

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Daniel Kenny

FILED WITH THE CITY CLERK: 03/17/21
PASSED BY THE CITY COUNCIL: 04/12/21
PUBLISHED: 04/15/21
EFFECTIVE DATE: 04/20/21
ORDINANCE NO: 1459



Business of the City Council City of Gig Harbor, WA

**Subject: Amendment to Section 8.20.120
GHMC, Time limit – Use of fireworks.**

Proposed Council Action:

**Review, allow for public comment and bring
back for consideration at second reading.**

Dept. Origin: Community Development

**Prepared by: Paul Rice – Building
Official/Fire Marshal**

For Agenda of: April 12, 2021

**Exhibit: Section 8.20.120 GHMC
Amendment**

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Initial &
Date

KV 4-1-21

PL 04/01/2021

Via email 3/24/21

BR 3/24/21

KNC 3/31/21

Expenditure Required	\$ 0	Amount Budgeted	\$ 0	Appropriation Required	\$ 0
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INFORMATION/BACKGROUND

Following July 4th, 2020, multiple citizens provided comment to Council requesting a review of the City's Fireworks ordinances as they pertain to the days of allowable discharge and requesting that the laws be made more stringent in order to promote a more peaceful community. On September 21, 2020 staff brought the issue to the Finance & Safety Committee for direction. After reviewing the currently allowable days of discharge from July 1 – July 4, it was recommended by the Committee that the currently allowed 4 days be amended to 1 day, that being the 4th day of July. State law requires that any changes to fireworks regulations at the local level must be adopted at least 12 months prior to the effective date making these provisions enforceable for the 2022 holiday season.

FISCAL CONSIDERATION

There is no additional fiscal impact to the City.

BOARD OR COMMITTEE RECOMMENDATION

The City's Finance and Safety Committee has recommended this amendment be brought to the full Council for consideration.

RECOMMENDATION/MOTION

Move to: Bring back for consideration at second reading.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO FIREWORKS DISCHARGE REGULATIONS; AMENDING SECTION 8.20.120 OF THE GIG HARBOR MUNICIPAL CODE, TIME LIMIT – USE OF FIREWORKS; PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, in 2015 the City of Gig Harbor adopted Ordinance No. 1317 in order to amend regulation for the use of fireworks, consistent with state law; and

WHEREAS, the City of Gig Harbor may adopt local amendments to limit, prohibit sale or discharge of fireworks consistent with Chapter 70.77 RCW; and

WHEREAS, City staff met with the Finance and Safety Committee of the City Council on September 21, 2020 to discuss amendments to the fireworks regulations of the Gig Harbor Municipal Code; and

WHEREAS, the Finance and Safety Committee of the City Council directed staff to propose an amendment addressing changes regarding hours of discharge and present to City Council for direct consideration; and

WHEREAS, the City finds that the local amendments contained herein are desirable to protect the public peace;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ORDAINS AS FOLLOWS:

Section 1. Section 8.20.120 of the Gig Harbor Municipal Code is amended as follows:

8.20.120 Time limit – Use of fireworks.

No person shall use or discharge any fireworks within the corporate limits of Gig Harbor except ~~between the hours of 9:00 a.m. and 11:00 p.m. on July 1st through July 3rd, and between the hours of 9:00 a.m. and midnight on July 4th;~~ provided, that this prohibition shall not apply to duly authorized public displays where the same are authorized pursuant to the laws of the state of Washington..

Section 2. 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 3. Copy to Chief of the Washington State Patrol. Pursuant to RCW 70.77.250(4) the City Clerk is directed to send a copy of this ordinance to the Chief of the Washington State Patrol for his files within ten (10) days after adoption of this ordinance.

Section 4. Effective Date. This ordinance shall take effect and be in full force twelve (12) months after passage.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this ____ day of _____, 2021

CITY OF GIG HARBOR

Mayor Kit Kuhn

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Daniel P. Kenny

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO.



Business of the City Council City of Gig Harbor, WA

Subject: Eddon Boat Brick House – Professional Services Contract Amendment #5 with SHKS Architects.

Proposed Council Action: Approve and authorize the Mayor to execute Amendment No. 5 to the Professional Services Contract with SHKS Architects in an amount not to exceed \$5,260.00

Dept. Origin: Public Works/Engineering

Prepared by: Marcos McGraw *MM*
Project Engineer

For Agenda of: April 12, 2021

Exhibits: Amendment No. 5 to Professional Services Contract
Exhibit A – Scope of Work and
Exhibit B – Schedule of Rates

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Public Works Director:

Approved by City Engineer:

Initial &
Date

4-1-21
RLO 4/1/2021
By email 3/30/2021
4/1/21
3/31/21

Expenditure Required	\$ 5,260.00	Amount Budgeted	\$ 430,000.00	Appropriation Required	\$0
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INFORMATION/BACKGROUND

An identified Parks Development Objective within the 2021 budget provides for the remodel and rehabilitation of the brick house at Eddon Boat Park. During inspection of the seal around the existing brick chimney above the kitchen the Public Works Operations Crew discovered that the chimney was unstable, and it required removal to evaluate the necessary repairs. It is necessary that the architect that designed the remodel work inspect the chimney and prepare a design needed for the repair of the chimney.

FISCAL CONSIDERATION

This project is included in the City of Gig Harbor 2021 Budget. The budgeted amount includes \$100,000.00 of local funds. The budget summary for this item is provided in the table below.

Project Funding:	
2020 Budget Parks Development, Objective 4	\$ 330,000.00
2021 Budget Parks Development, Objective 10	\$ 100,000.00
2021 expenditures	
SHKS Architects – limited construction support	(\$4,444.27)
SHKS Architects Amendment #5 – chimney restoration	(\$5,260.00)
JA Morris Construction – construction contract (2020 expenses)	(\$136,355.22)
JA Morris Construction – construction contract (2021 remaining amount)	(\$210,827.15)
Remaining Budget:	\$73,113.36

NOTE: This project was fully funded on the 2020 budget. Construction started in 2020. It continued into 2021. The \$100,000 carryover amount for 2021 anticipated completion of more of this contract than occurred.

There are sufficient funds in ending fund balance for the Parks Development fund to cover the amount over budget.

BOARD OR COMMITTEE RECOMMENDATION

City staff presented the brick chimney matter on the brick house at Eddon Boat Park to the Design Review Board on March 25, 2021. The board members recommended that the chimney structure be inspected by a structural engineer and rebuilt to restore the historic appearance of the structure.

RECOMMENDATION/MOTION

Approve and authorize the Mayor to execute Amendment No. 5 to the Professional Services Contract with SHKS Architects in an amount not to exceed \$5,260.00

FIFTH AMENDMENT
TO
PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
SHKS ARCHITECTS

THIS FIFTH AMENDMENT is made to that certain Professional Services Contract dated September 25, 2017 as amended (the "Agreement"), by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and SHKS Architects, P.S., Inc., a corporation organized under the laws of the State of Washington (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in completing the Eddon Boat Park Brick House Remodel Project and desires to extend consultation services in connection with the project; and

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

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

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

2. **Payment.** Section 2(A) of the Agreement is amended to increase compensation to the Consultant for the work to be performed as described in **Exhibit A** in an amount not to exceed Five Thousand Two Hundred Sixty Dollars and Zero Cents (\$ \$5,260), as shown in **Exhibit B**, attached to this Amendment and incorporated herein.

3. **Duration of Work.** Section 3 of the Agreement is amended to extend the duration of this Agreement to March 1, 2022.

[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 Amendment on this _____ day of _____, 20__.

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its Principal

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

S H K S A R C H I T E C T S

March 26, 2021

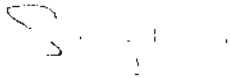
Marcos McGraw
City of Gig Harbor

Re: Eddon Boat Park Brick House Chimney Rebuild

Marcos,

Attached is a fee proposal and scope of service in response to our discussions about the failing brick chimney at the Eddon Brick House. Per the City of Gig Harbor Design Review Board decision on March 25, 2021, the chimney will be rebuilt with reinforced structural brick. The attached fee proposal has been revised to reflect that option. Structural engineering will be contracted through the Architect. Please review and let us know if you have any questions.

Sincerely,



Suzanne Kraus, SHKS Architects

Enc: Fee Proposal

S H K S A R C H I T E C T S

Project Name Eddon Boat Park Brick House

Date Submitted March 26, 2021

Revision Number: 3

PROJECT UNDERSTANDING

The overall scope of service includes structural engineering, drawings, material specifications integrated into the drawings, and limited construction phase services, consistent with our Agreement with City of Gig Harbor, for the rebuilding of the chimney at the Eddon Boat Park Brick House.

SCOPE OF SERVICES & DELIVERABLES

1. Construction Documents

- Prepare modifications to existing Construction Documents sufficient to describe the work to the General Contractor, including:
 - Roof Plan
 - Elevations of chimney
 - Sections of chimney
 - Material specification annotated in drawings

2. Construction Administration

- Respond to questions from the City's construction representative.

FEE

We propose to work on an hourly-not-to-exceed basis for the above described scope of service.

1. DRB selected option: Hourly not to exceed a maximum of \$5,260.

This scope includes rebuilding the chimney with reinforced structural brick, including:

- Structural engineer site visit to visually investigate the full-height conditions of both the chimney in the kitchen and the chimney in the living room. This task is budgeted at \$500.
 - If it is determined that additional work is required to secure the living room chimney, a subsequent fee proposal will be created for that scope of work.
- Construction Documents with structural details sufficient to describe scope of work to General Contractor. This task is budgeted at \$3,780.
- Respond to questions from the City's construction representative. This task is budgeted at \$980.

RATES

Hourly rates are in accordance with the Agreement.

SCHEDULE

The Architect will coordinate schedule of deliverables with the Owner.

EXPENSES

Reimbursable expenses will be compensated in accordance with the Agreement.

BILLING SCHEDULE

We will bill monthly for services performed in the prior month.



Business of the City Council City of Gig Harbor, WA

Subject: Conservation Futures Property – Professional Services Contracts

Proposed Council Action: Authorize the Mayor to sign three professional services contracts associated with the City's 2021 Conservation Futures grant application as follows:

1. With SH&H Valuation and Consulting for appraisal services in the amount of \$4,200.
2. With Landau Associates for a phase 1 environmental site assessment in the amount of \$7,000.
3. With Apex Engineering for surveying services in the amount of \$ 6,860.

Dept. Origin: Public Works

Prepared by: Jeff Langhelm, PE
Public Works Director

For Agenda of: April 12, 2021

Exhibits: Three Professional Services Contracts

Initial &
Date

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

KL 4-6-21
RL 04/06/2021
VIA EMAIL 4/5/21
OP 4/6/21
KL 4/6/21

Expenditure Required	\$18,060	Amount Budgeted	\$ 0	Appropriation Required	\$ 0
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INFORMATION/BACKGROUND

The City of Gig Harbor and the Puyallup Tribe of Indians identified an 11.5-acre parcel (APN 0221061108) located directly north of the Gig Harbor Wastewater Treatment Plant as a parcel of uniquely undeveloped and healthy streamside forest through which North Creek (aka Donkey Creek) passes. The owners of the parcel discussed with the City and the Puyallup Tribe their interest in selling the parcel, and possibly having the parcel placed into conservation land. The City and the Puyallup Tribe subsequently discussed with Forterra the possibility of applying for a conservation futures grant through Pierce County to provide a majority of the funding to acquire this parcel.

At the February 22 Council Meeting the City Council approved Resolution 1200 authorizing the submittal of a conservation futures grant application to Pierce County. As part of the City's due diligence and as outlined the City's property acquisition procedures, the City should complete a property appraisal, environmental site assessment, and survey of any property the City is considering acquiring. The three proposed professional services contracts will provide for these tasks.

FISCAL CONSIDERATION

While the acquisition of this parcel was not anticipated as part of the 2021 Budget, the City has sufficient funding available to pay for this contract work.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION/MOTION

Authorize the Mayor to sign three professional services contracts associated with the City's 2021 Conservation Futures grant application as follows:

1. With SH&H Valuation and Consulting for appraisal services in the amount of \$4,200.
2. With Landau Associates for a phase 1 environmental site assessment in the amount of \$7,000.
3. With Apex Engineering for surveying services in the amount of \$6,860.

**PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
SH&H VALUATION AND CONSULTING**

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

RECITALS

WHEREAS, the City is presently engaged in the Appraisal Services for the Conservation Futures Property, APN 0221061108 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 Four Thousand Two Hundred Dollar and Zero Cents (\$4,200.00) 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. The Consultant's staff and billing rates shall be as described in **Exhibit A**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit A**, unless the parties agree to a modification of this Contract, pursuant to Section 17 herein.

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

same within 15 days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

3. **Duration of Work.** The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by December 31, 2021; 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 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.

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

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

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

G. Verification of Coverage. The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

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

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

11. Records.

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

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

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

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

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

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

14. Resolution of Disputes and Governing Law.

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

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

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

CONSULTANT:
ATTN: Barbro Hines
SH&H Valuation and Consulting
3609 Market Place W, Ste 201
University Place, WA 98466
253-564-3230

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

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

17. Entire Agreement. This Agreement represents the entire integrated agreement between the City and the Consultant, superseding all prior negotiations, representations or agreements, written or oral. This Agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto. If extending the duration of the Agreement only, the parties may agree to such duration extension by written instrument approved and signed by the Consultant and by the Mayor 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 _____, 2021.

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its: _____

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A



April 2, 2021

Maureen Whitaker
City of Gig Harbor
Public Works Department
3510 Grandview Street
Gig Harbor, WA 98335
e-mail: mwhitaker@cityofgigharbor.net

RE: Paul E. Lyons Trust and Phyllis Lyons Trust Land
Pierce County Assessor's Parcel 0221061108

Dear Ms. Whitaker:

Per our recent correspondence, our firm can supply you with appraisal services concerning the above referenced property. The property is a vacant site located with frontage along Harborview Drive. The property appears to be impacted by development constraints due to critical/sensitive areas and is zoned for a residential use.

The purpose of the appraisal is to provide an opinion of value of the property being appraised, as of the effective date of inspection. The appraisal will be prepared with the intent to be in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, which includes the Uniform Standards of Professional Appraisal Practice. It is my understanding that the potential acquisition will be purchased with Pierce County Conservation Futures funds. The appraisal will be presented in a narrative appraisal report format. At this time, it appears that there are no federal funds to be used, therefore, the narrative appraisal does not have to be compliant with the Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book).

EXHIBIT A

The fee to complete the appraisal is \$4,200 and will be completed within four weeks of engagement, assuming all information for the completion of the appraisal is available. Information helpful for the appraisal process includes title reports, surveys, and any studies that may have been prepared on the property. For the completion of this appraisal, it will be necessary to work directly with the planning and public works departments to ascertain the development potential for the property, recognizing that there are some physical constraints on the site. We will be relying on the information provided to determine the highest and best use for the subject property. It is also preferable to be able to discuss the property with the owner's representative.

The appraisal fee does not include any additional work by me outside of the appraisal process, which will be billed separately at \$275 per hour. The subject appears to have tree cover. This proposal does not include a timber cruise. I have reached out to Mike Jackson with Professional Forestry Services to inquire if a timber cruise is appropriate. If appropriate, a separate proposal will be provided for this additional scope of work.

Sincerely,



Barbro A. Hines, MAI, SRA

**PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
LANDAU ASSOCIATES, INC.**

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

RECITALS

WHEREAS, the City is presently engaged in the Phase 1 Environmental Site Assessment for the Conservation Futures Property, APN 0221061108 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 Seven Thousand Dollar and Zero Cents (\$7,000.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit B**, unless the parties agree to a modification of this Contract, pursuant to Section 17 herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this

Agreement. The City shall pay the full amount of an invoice within 45 days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within 15 days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

3. **Duration of Work.** The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by December 31, 2021; 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 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.

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

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

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

G. Verification of Coverage. The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

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

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

11. **Records.**

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

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

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

12. **Work Performed at the Consultant's Risk.** The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents,

and subconsultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

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

14. Resolution of Disputes and Governing Law.

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

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

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

CONSULTANT:
ATTN: Dave Johnson
Landau Associates, Inc.
2107 South C Street
Tacoma, WA 98402
360-628-5243

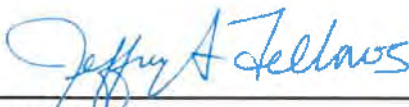
City of Gig Harbor
ATTN: Jeff Langhelml
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-6170

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

17. Entire Agreement. This Agreement represents the entire integrated agreement between the City and the Consultant, superseding all prior negotiations, representations or agreements, written or oral. This Agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto. If extending the duration of the Agreement only, the parties may agree to such duration extension by written instrument approved and signed by the Consultant and by the Mayor 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

By: 
Its: Principal Engineer

CITY OF GIG HARBOR

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A - Scope of Services



March 30, 2021

City of Gig Harbor
Public Works Department
3510 Grandview Street
Gig Harbor, Washington 98335

Attn: Maureen Whitaker, Executive Assistant

Transmitted via email to: mwhitaker@gigharborwa.gov

**Re: Proposed Scope of Services and Cost
Phase I Environmental Site Assessment Services
Parcel 0221061108
Gig Harbor, Washington**

Dear Ms. Whitaker:

Landau Associates, Inc. (LAI) is pleased to submit this scope of services and cost to provide City of Gig Harbor Public Works Department (referred to hereafter as Client or user), with a Phase I environmental site assessment (ESA) for the property located on Harborview Drive (subject property). The subject property consists of one undeveloped Pierce County Parcel (Parcel No. 0221061108), which is 11.5 acres in size and owned by the Paul E Lyons Trust & Phyllis I Lyons Trust. The subject property is currently forested.

LAI understands that the Client intends to purchase the subject property using the Pierce County Conservations Futures program to conserve the subject property for future generations. To this end, the Client is requesting a Phase I ESA to evaluate and document conditions that could present environmental liabilities to a potential purchaser.

EXHIBIT A- Scope of Services

To meet the Client's objectives for the project, LAI proposes a scope of services consisting of a Phase I ESA, conducted in accordance with the ASTM International (ASTM) *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process for Forest Land or Rural Properties*, E2247-16 (as applied in the State of Washington). The Phase I ESA will include a review of historical and regulatory information, a site reconnaissance, interviews, and data evaluation and reporting. The assessment will identify the presence of *recognized environmental conditions*, *historical recognized environmental conditions*, and *controlled recognized environmental conditions*, in accordance with the ASTM standard. LAI will also identify, as appropriate, other findings that do not meet the definition for a *recognized environmental condition* and are outside of the ASTM standard, but that may warrant recognition by the user of the assessment.

The Phase I ESA report will document *recognized environmental conditions* and potential environmental concerns identified during the assessment. The report will identify data gaps determined during the assessments, the efforts taken to fill them, and comments on whether the data gaps are significant and affect the overall findings of the report. The report will also include findings and opinions relating to the *recognized environmental conditions*, potential environmental concerns, and/or data gaps, as warranted. A draft report for the subject property will be provided for review. A final report incorporating comments, as appropriate, will be provided in electronic form only (i.e., Adobe PDF format only).

Assumptions

LAI's assumptions in preparing this scope of services and cost estimate for the Phase I ESA include the following:

- The Client will provide access and necessary rights-of-entry to the subject property.
- The Client will return to LAI a completed copy of the "User-Provided Information Request Form" (provided as a separate email attachment with this proposal) for the subject property within 5 days of authorization of this proposal.
- The Client will provide access to individuals/owners/tenants familiar with historical operations at the subject property.
- The Client or its representative will provide copies of available environmental or geotechnical documentation about the subject property, including previous investigations, surveys, or reports within 5 days of authorization of this proposal.
- The state agency regulatory review for the Phase I ESA will be based on the subcontracted database report. The need for acquisition and review of information from agency files, such as those at the Washington State Department of Ecology, would be assessed based on the results of the database report review, and conducted under a separate authorization.
- The scope of services herein does include a chain-of-title search and an additional review of specific environmental lien documentation related to the subject property for an additional fee of \$500.
- The site reconnaissance will be conducted in accordance with LAI's *COVID-19 Field Guidance and Best Practices* technical memorandum (attached).
- Elements not included in ASTM E 1527-13 (e.g., identification, sampling, and analysis of asbestos, radon, lead paint, and/or lead in drinking water; identification of wetlands; regulatory compliance; cultural and historic resources; indoor air quality and vapor intrusion, including the potential presence of mold or other biological contaminants; industrial hygiene; health and safety; ecological resources; and endangered species) are not included in LAI's scope of services unless discussed herein.
- Conditions at properties outside of the subject property may not be observable from the subject property or from public access areas and, as a result, may not be identified during the site reconnaissance.
- The draft report will need only minor revisions, requiring no more than 2 hours to produce the final report.

- The handling charge for subcontractor costs is 12 percent, and is included in LAI's estimated costs.
- Costs do not include a contingency amount for unanticipated out-of-scope activities by subcontractors and/or LAI.

Schedule

LAI understands that the Client is requesting a draft Phase I ESA prior to June 2021 and is prepared to begin work immediately upon receipt of written authorization to proceed. LAI anticipates the following schedule:

- Weeks 1-2: Project initiation including data collection and review, and site reconnaissance
- Week 3: Data evaluation and reporting
- Week 4: Reporting and submittal of the draft Phase I ESA report.

The final report will be provided electronically (in PDF format only) within 1 week of receipt of comments regarding the draft version.

Cost Estimate

LAI proposes to provide the above-described services on a time-and-materials basis for \$7,000. Exhibit B, attached, provides both LAI's detailed Project Budget and 2021 Compensation Schedule. LAI anticipates the City will issue a Professional Services Agreement (PSA) for review.

Project Staff

LAI staff for this project will include Dave Johnson, PE, Associate Engineer, who will be responsible for day-to-day management of the project. Jeffrey Fellows, PE, will provide senior quality review of project deliverables and assist with project planning and client coordination, as needed. Dave and Jeff will be supported by other LAI staff experienced with ESAs in the Pacific Northwest.

Contract and Authorization

LAI proposes to provide the above-described services on a time-and-materials basis in accordance with the attached Exhibit B, which is hereby made a part of this agreement. If unforeseen conditions are encountered, LAI will bring these to the Client's attention and seek modification to this scope and budget, as appropriate. LAI will not exceed the total cost for the above-described services without prior authorization from the Client.

Thank you for providing LAI the opportunity to submit this proposal. We look forward to working with you on this project. Please contact Dave Johnson (djohnson@landauinc.com) or (360) 628-5243 if you have questions regarding this proposal.

LANDAU ASSOCIATES, INC.



Dave Johnson, PE
Associate Engineer



Jeff Fellows, PE, MBA
Principal

SMM/DEJ/JAF/kjg
2021-9225

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Attachments: EXHIBIT B- Detailed Cost Estimate and 2021 Compensation Schedule
LAI COVID-19 Field Guidance and Best Practices

Exhibit B
Project Budget
Parcel Number 0221061108
Phase I Environmental Site Assessment
Gig Harbor, Washington

	Principal	Associate	Staff	CAD/GIS Technician	Project Coordinator	Totals	Total Labor Costs
Scope Items							
Task 1 – Phase I ESA							
Review of Historical and Regulatory Information			2				\$270
Site Reconnaissance & Interviews		6					\$1,350
Data Evaluation and Draft Report Preparation	1	4	8	2	3	18	\$2,870
Final Report Preparation	1	1	4		1	7	\$1,155
Task 1 Subtotal	2	11	14	2	6	35	\$5,885
Average Burdened Rate by Position	\$270.00	\$225.00	\$135.00	\$130.00	\$120.00		
Total – Labor Cost	\$540.00	\$2,475.00	\$1,890.00	\$260.00	\$720.00	\$5,885	
Direct Costs							
Task 1 – Phase I ESA							
EDR Database and Historical Document Report (plus chain-of-title and environmental lien search)						\$947	
Field Disposables, Mileage						\$49	
Total – Direct Costs with 12% markup						\$1,115	
Total						\$7,000	



COMPENSATION SCHEDULE – 2021

Personnel Labor	Hourly Rate
Senior Principal	290
Principal	270
Senior Associate	250
Associate	225
Senior	200
Senior Project	180
Project	165
GIS Analyst	165
Senior Staff / CAD Designer	150
Staff / Senior Technician II	135
Data Specialist	135
CAD / GIS Technician	130
Project Coordinator	120
Assistant / Senior Technician I	110
Technician	90
Support Staff	80

Expert professional testimony or the preparation thereof for court, deposition, declaration, arbitration, or public testimony is charged at 1.5 times the hourly rate.

Rates apply to all labor, including overtime.

Equipment

Field, laboratory, and office equipment used in the direct performance of authorized work is charged at unit rates. A rate schedule will be provided on request.

Subcontractor Services and Other Expenses

Subcontractor billing and other project expenses incurred in the direct performance of authorized routine services will normally be charged at a rate of cost plus a twelve percent (12%) handling charge. A higher handling charge for technical subconsultants and for high-risk field operations may be negotiated on an individual project basis; similarly, a lower handling charge may be negotiated on projects requiring disproportionally high subconsultant involvement.

Invoices

Invoices for Landau Associates' services will be issued monthly. Interest of 1½ percent per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days.

Term

Unless otherwise agreed, Landau Associates reserves the right to make reasonable adjustments to our compensation rates over time (e.g., long-term continuing projects).

Technical Memorandum

TO: Whom it May Concern
FROM: Christine Kimmel, Corporate Health and Safety Manager
DATE: April 14, 2020
RE: COVID-19 Field Guidance and Best Practices

COVID-19 Field Guidance and Best Practices

The COVID-19 pandemic continues to be rapidly evolving, and Landau Associates, Inc. (LAI) continues to work diligently to provide services using protective guidance from global and regional health authorities to help protect the health and safety of our employees, the public, and our clients. This technical memorandum has been prepared to provide guidance on managing the risks associated with COVID-19 for LAI employees that perform or manage field work.

Symptoms

People infected with COVID-19 may have little to no symptoms and in some cases, symptoms (when they appear) can take up to 14 days to present after exposure to COVID-19. Symptoms can include the following: fever, cough, and difficulty breathing.

Worksite Considerations

Employees working on project sites or in client settings will work to maintain LAI's company standards and will work transparently with the client to coordinate work approaches. Such topics include, but are not limited to:

- Site Access
- Social Distancing and Working in Isolation
- Fitness for Duty
- Emergency Responses.

Site Access

Prior to mobilization to the project site, the field lead will contact the client to verify that LAI has access to the site and to determine if any new clearance or site procedures are present related to the COVID-19 outbreak.

In addition to reaching out to our clients, LAI will contact vendors and subcontractors to evaluate their capacity to meet project milestones. We will work closely with the vendors and subcontractors to minimize impacts on project timing.

Social Distancing and Working in Isolation

Health and governing agencies are requiring social distancing as a method to flatten the contagion curve of the virus. Washington and Oregon both have a “Stay at Home” or “Shelter in Place” ruling, which are currently in effect. All nonessential businesses have been temporarily shut down to enforce the social distancing requirements. Additionally, large gatherings in crowded places have also been temporarily stopped. Experts recommend staying a minimum of 6 feet away from others.

LAI employees are asked to follow the direction of regional government and health agencies regarding social distancing or other measures by maintaining a minimum of 6 feet separation between people. If an LAI employee needs to be within 50 feet of others, a face mask/shield will be worn. Field employees are asked to practice social distancing by driving separate vehicles to a project site and work independently (as much as the task will allow) by not sharing tools and/or equipment. If reasonably practicable, conduct toolbox meetings outside, practice social distancing, and keep group sizes small.

LAI’s field services are typically operated independent of project site operations, and we require very little to no assistance. Our field services are also typically conducted by working in isolation by placing safety cones and/or barriers around the work area to minimize interaction with the public.

Where possible, adjust work planning to maximize social distancing between workers, teams, and site personnel.

If a meeting must take place in-person on site, meet outdoors whenever possible. If indoors or under shelter, the meeting location must be large enough to permit 6 feet of separation between attendees; surfaces will be wiped down prior to convening the meeting; hand sanitizer and wipes must be available to all participants; invitees will be asked not to attend if they are not feeling well; person-to-person contact must be avoided (shaking hands, etc.); and all attendees are reminded to cover any coughs or sneezes using the crook of their arm.

Fitness for Duty

As part of the fitness-for-duty checks, LAI’s field employees are asked to confirm that they are in good health and are symptom-free. They must verify that they:

- Do not have any of the following symptoms: fever (no matter how mild), new onset or an exacerbation of chronic cough, or difficulty breathing; and
- Have not traveled outside their home country within the last 14 days; and
- Have not had close contact with a confirmed or probable COVID-19 case or a person who has been outside your home country in the last 14 days.

The following personal hygiene and wellness practices are recommended to prevent or control the transmission of viruses:

- Wash your hands with soap and water for at least 20 seconds after using toilet facilities, before and after eating, after handling potentially contaminated or infectious materials, after removing hand protection and other personal protective equipment (PPE), and after sneezing, coughing, or touching your face. When soap and water are not available, use an alcohol-based hand sanitizer.
- Avoid touching your eyes, nose, and mouth with unwashed hands.
- Cover your mouth and nose when coughing or sneezing with a tissue or the crook of your elbow. Throw the used tissue in the trash and wash your hands.
- Maintain vehicles through regular cleaning and disinfecting of surfaces.
- Do not share tools or equipment (e.g., cell phones, shovels, etc.) between employees without disinfecting them first.
- Avoid handling common-use items such as pens and clipboards; equip each worker with their own. If it is necessary to have common-use items, include them in the cleaning and disinfecting cycle outlined below.
- Get adequate rest, eat a healthy and balanced diet, and stay hydrated.

If an LAI employee experiences signs or symptoms of illness, they are advised to distance themselves from others and notify their supervisor. Supervisors and managers will work with the Corporate Health and Safety Manager and the Human Resources Director to help manage the response.

Cleaning and Disinfecting

COVID-19 can survive on different surfaces but can be killed by most cleaners and disinfectants. To prevent transmission of COVID-19 while cleaning, good hygiene measures and consistent use of appropriate PPE is recommended. Cleaning refers to the removal of germs, dirt, and impurities from surfaces. Cleaning does not kill germs; but by removing them, it lowers their numbers and the risk of spreading infection. Disinfecting refers to using chemicals to kill germs on surfaces. This process does not necessarily clean dirty surfaces or remove germs, but by killing germs on a surface after cleaning, it can further lower the risk of spreading infection.

All LAI offices are routinely cleaned and disinfection practices have been implemented. Employees are asked to practice routine cleaning of frequently touched surfaces (e.g., vehicle door handles, interior of vehicle such as steering wheel and control panel, equipment controls, handles, stair railings, toilet facility doors, etc.) with household cleaners and disinfectants that are appropriate for the surface, following label instructions.

It is important to keep vehicles clean. Each vehicle has an ample supply of clean tissues and hand sanitizer, as well as cleaning supplies and disinfectants. Employees are asked to clean vehicles after each use and wear appropriate PPE when cleaning.

Drinking Water

A reasonable supply of potable drinking water is to be kept readily accessible at the project site for the use of workers. Drinking water is to be supplied from a piping system, individual servings, or from a clean, covered container with a drain faucet or pump. Workers will be given a sanitary means of drinking the drinking water and must not be required to share a common drinking container. If using water coolers to provide drinking water, wear clean gloves to operate the spigot and verify that a clean source of disposable cups is available. Verify that the cooler is cleaned and sanitized on a regular basis. If using bottled water sources, employees should take measures such as labeling bottles to avoid drinking out of someone else's bottle.

Personal Protective Equipment

LAI shall review the site-specific health and safety plans and requirements for PPE prior to mobilization to the site. Required PPE shall be donned prior to leaving the vehicle at the site.

LAI has PPE available for employees consisting of disposable nitrile gloves, soap, and disinfectant solutions. Additionally, each employee routinely conducting field services has been trained and fit with a personnel respirator with high-efficiency particulate air (HEPA) filter cartridges. The personnel respirators are rated above an N95 mask for protection against airborne particles and chemicals. Respirators will be worn in confined spaces and while working inside facility buildings.

If field services are being conducted in the open air, employees will be encouraged to wear either face masks/shields or N95 masks. Masks/shields are easily acceptable and provide a semipermeable barrier to ward against sneezes and airborne spray from the person wearing the shield to others. The supply of N95 masks is limited on a global basis; however, LAI will continue to seek the purchase of N95 masks as they become available.

Gloves shall be worn to match the type of work to be conducted and may consist of, but not be limited to: nitrile gloves, cotton gloves, or leather gloves.

Closing

This guidance document does not address every situation pertaining to LAI projects and clients related to COVID-19 precautionary measures. Additional internal communications will be disseminated to employees as the situation evolves.

LANDAU ASSOCIATES, INC.



Christine Kimmel

Corporate Health and Safety Manager

CBK/ljl

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**PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
APEX ENGINEERING, INC**

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

RECITALS

WHEREAS, the City is presently engaged in the Survey Services for the Conservation Futures Property, APN 0221061108 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 Six Thousand Eight Hundred Sixty Dollars (\$6,860.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit B**, unless the parties agree to a modification of this Contract, pursuant to Section 17 herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within 45 days of receipt. If

the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within 15 days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

3. **Duration of Work.** The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by December 31, 2021; 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 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.

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

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

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

G. Verification of Coverage. The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

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

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

11. Records.

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

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

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

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

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

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

14. Resolution of Disputes and Governing Law.

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

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

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

CONSULTANT:
ATTN: Kim Savage
Apex Engineering, Inc.
2601 S. 35th St., Ste. 200
Tacoma, WA 98409
253-473-4494

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

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

17. Entire Agreement. This Agreement represents the entire integrated agreement between the City and the Consultant, superseding all prior negotiations, representations or agreements, written or oral. This Agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto. If extending the duration of the Agreement only, the parties may agree to such duration extension by written instrument approved and signed by the Consultant and by the Mayor 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 2nd
day of April, 2021.

CONSULTANT

CITY OF GIG HARBOR

By: 
Its: Principal

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



EXHIBIT 'A' SCOPE OF WORK

To whom it may concern:

Thank you for the opportunity to provide our scope of services and cost estimate to perform professional services associated with the referenced project. We feel that our successful, long-term land development history throughout the Puget Sound allows us to provide you exceptional guidance and expertise, while remaining competitive and efficient. Our enclosed scope of services identifies the tasks to be completed by Apex Engineering in working with you to achieve your project goals.

Boundary Survey for Parcel No. 0221061108

1. Research record information for completion of boundary calculations and for existing control.
2. Perform random field traverse survey locating existing monumentation, cadastral survey corners, property corners, or survey monumentation necessary to survey the parcel.
3. Visible areas of encroachments, if any, will be located. We will locate fences, asphalt, buildings and areas of clearing near the property lines to delineate any possible encroachments. The resolution of any encroachments is the responsibility of the Client.
4. Set or recover all permanent property corner markers the above listed Parcel.
5. Prepare "Record of Survey" map and record the survey map with Pierce County as required when property corners are set pursuant to RCW 58.09. *(County recording Fees are not included in this service agreement, estimated at \$188)*

Estimated fee for this task - \$6,860

Sincerely,

A handwritten signature in blue ink that reads "Timothy J. McDaniel".

Timothy J. McDaniel, PLS, CFedS
Survey Manager





EXHIBIT 'B'

FEE SCHEDULE & ESTIMATED HOURS

OFFICE

	Standard Hourly Rate
Survey Manager	\$190
Project Manager	\$165
Project Surveyor	\$175
Survey Field Coordinator	\$150
Survey Technician	\$145
Project Expeditor	\$130
Administrative Assistant	\$80

FIELD

Survey Crew Chief	\$145
2-Person Survey Crew	\$185
3-Person Survey Crew	\$270
Scanner Technician	\$145

REIMBURSABLE EXPENSES

Mileage	Standard Fed. Rate
Monuments	Cost Plus 15%
Subcontractors (Utility Locates)	Cost Plus 15%
High Definitions Scanner	\$135/Hour
Jurisdictional Submittal/Recording Fees	Cost

ESTIMATED HOURS

-Survey Manager	2 hr	\$380
-2-Person Survey Crew	24 hr	\$4,440
-Survey Technician	12 hr	\$1,740
-Survey Field Coordinator	2 hr	\$300

Total	\$6,860
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