

City Council Meeting

**February 8, 2021
5:30 p.m.**



AGENDA FOR GIG HARBOR CITY COUNCIL MEETING
Monday, February 8, 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 7828 6640 or through Zoom at:

<https://zoom.us/j/93278286640>

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: mtowslee@gigharborwa.gov. Written comments will be read during the appropriate agenda item.

CALL TO ORDER / ROLL CALL:

PLEDGE OF ALLEGIANCE:

CHANGES TO THE AGENDA:

CONSENT AGENDA:

1. Approval of City Council Minutes January 25, 2021
2. Receive and File: a) Skansie Netshed Foundation 2020 Report; b) Chamber of Commerce 2020 Year End Report; c) Planning Commission Minutes Dec. 17, 2020; d) Visitor Center 2020 - Fourth Quarter Report; e) Downtown Waterfront Alliance Progress Report; f) Black History Month Proclamation
3. Professional Services Contract Amendments – Duration of Work Extensions
4. Public Works Operations Center Phase 2 Building Final Design and Permitting – Professional Services Contract
5. Resolution 1197 – Rejection of Bids for an Air Gap/Break Tank System Project
6. Appointments to Planning Commission and Salary Commission
7. On-call Professional Engineering Services Contract - Parametrix
8. Approval of Payroll for the month of January: Checks #8244 through #8249 and direct deposit transactions in the total amount of \$460,463.42.
9. Approval of Vouchers for FY2020 and FY2021 on Feb. 8, 2021: Checks #94623 through #94721 and ACH payments in the amount of \$999,097.51.

PRESENTATION:

1. Black History Month Proclamation and Guest Speaker Maurice Hanks
2. South Sound Housing Affordability Partners (SSHAP) Funding and Support – John Howell & Marty Kooistra

MAYOR’S REPORT:

1. Rotary Sister City Program – The town of Selca on the Island of Brac, Croatia

2. Mayor's Testimony to the State Senate Committee on Funding for Highway 16 Improvements
3. Mayor's Testimony to the House Finance Committee in Support of Funding for the Downtown Waterfront Alliance Main Street Program

CITY ADMINISTRATOR'S REPORT:

State Auditor Data Security Breach

STAFF REPORT:

1. I.T.S. Department Updates – Keith Smith
2. Veteran's Park Playground – Jeff Langhelm

PUBLIC COMMENT ON NON-AGENDA ITEMS:

OLD BUSINESS: None.

NEW BUSINESS:

1. Resolution 1198 – Official Newspaper
 - a) Report: Asst. City Clerk Josh Stecker
 - b) Clarifying questions from Council
 - c) Public Comment
 - d) Council deliberation and action
2. First Reading of Ordinance Adopting Ancich Park Dock Rules
 - a) Report: Public Works Director Jeff Langhelm
 - b) Clarifying questions from Council
 - c) Public Comment
 - d) Council deliberation
3. First Reading of three Ordinances – Mobility Devices Amending GHMC Chapters 8.30 and 9.24 and repealing Chapter 10.24
 - a) Report: Chief Kelly Busey
 - b) Clarifying questions from Council
 - c) Public Comment
 - d) Council deliberation

COUNCIL REPORTS / COMMENTS:

1. Planning / Building Committee Feb. 1 – Councilmember Himes

ANNOUNCEMENT OF OTHER MEETINGS:

1. Public Works Committee Feb. 9
2. Civic Center Closed Mon. Feb. 15 – President's Day
3. Boards and Commission Candidate Review: Feb. 16

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 MEETING Monday, January 25, 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, Franich, Himes, Markley, Rodenberg and Woock.

Staff present: City Administrator Bob Larson, Community Development Director Katrina Knutson, Chief Kelly Busey, Public Works Director Jeff Langhelm, Building Official Paul Rice, Wastewater Treatment Plant Superintendent Darrell Winans, Tourism/Communications Director Laura Pettitt, City Clerk Molly Towslee, Assistant City Clerk Josh Stecker, and City Attorney Daniel Kenny.

Guests: Mayor Kim Roscoe, City of Fife, Ryan Wheaton, Pierce Transit Director of Planning and Community Development, and Alexandra Mather, Government Relations Administrator

PLEDGE OF ALLEGIANCE:

CHANGES TO THE AGENDA: Mayor Kuhn said that he would speak to the Maritime Gig Parade under the Mayor's report. No changes made.

CONSENT AGENDA:

1. Approval of Council Minutes a) January 11, 2021
2. Receive and File: a) Harbor History Museum Year End Report; b) Catholic Schools Week Proclamation; c) 4th Quarter Finance Report; d) Parks Commission Minutes Dec. 2, 2020; e) City Council Study Session Jan. 7, 2021; f) Intergovernmental Affairs Committee Jan. 6, 2021
3. Burnham Drive Half-Width Roadway Improvements Ph. 1 Design and Permitting – Contract Amendment #1/David Evans and Associates
4. Appointment of City Council Standing Committees
5. Approval of Vouchers for January 25, 2021: Checks #94498 through #94622 and ACH payments in the amount of \$794,147.20

MOTION: Move to approve the Consent Agenda as presented
Himes / Markley – unanimously approved 7-0

PRESENTATION:

1. Wastewater Treatment Plant Outstanding Performance Award - Public Works Director Jeff Langhelm announced that the Washington State Department of Ecology has once again awarded the city with a Wastewater Treatment Plant Outstanding Performance Award for the continued high performance of the treatment plant. This is the 13th year in a row they've receive the award. He praised the efforts of Darrell Winans and the WWTP Crew as well as support staff from Engineering, Operations, Administration and Elected Officials.

WWTP Superintendent Darrell Winans thanked everyone for the support and reported that they are in line for the 2021 Award as well. He recognized the employees' dedication during this past year and shared a slide show of the crew in action.

[The Mayor and Councilmembers](#) voiced their appreciation for the efforts of Darrell and all the WWTP Crew.

2. [Pierce Transit Bus and Trolley Update](#) – Fife Mayor Kim Roscoe introduced herself as the city's representative on the Pierce Transit Board or Commissioners. [Ryan Wheaton](#), Pierce Transit Director of Planning and Community Development and Alexandra Mather, Pierce County Government Relations Administrator answered questions and shared information about routes, buses, ridership, van pools, the seasonal trolley, and upcoming changes to service. Everyone agreed to work together to address service concerns with the County and State Legislators.

MAYOR'S REPORT:

1. [Catholic Schools Week Proclamation](#). Mayor Kuhn read the proclamation and reported he would visit the school and present the proclamation to the students on February 2nd.

2. [Appreciation for Council](#). The Mayor recognized Councilmembers for all their hard work and all the things that have been accomplished during this past year despite all the challenges.

3. [Maritime Gig Parade](#). At the Chamber meeting tomorrow morning, Mayor Kuhn said he would like to ask them to consider changing the date of the parade to the 21st of August instead of the 28th of August to avoid competing with the busiest weekend of the year before school starts and Labor Day weekend.

4. [COVID-19 Vaccinations](#). Mayor Kuhn announced that we have been working with the Tacoma-Pierce County Health Department to schedule a drive-through vaccination this weekend at Chapel Hill Church for Phases 1A and 1B-1. More event information will be posted in the next few days. This is just the first of many events to get our citizens vaccinated.

CITY ADMINISTRATOR'S REPORT:

1. [Harbor Hill Maintenance Association No. 1 Report](#). City Administrator Bob Larson provided an overview of the recent meeting of the association that oversees the water detention facility southwest of Costco, and the city's role as a property owner in the group.

2. [City Clerk's Intent to Retire](#). Mr. Larson shared that City Clerk Molly Towslee has submitted her intent to retire on June 10 after 30 years of service.

PUBLIC COMMENT ON NON-AGENDA ITEMS:

[Marcie & Dan Smith](#) said they appreciate the tabling of the discussion of changing our current form of government. They need more time to become educated on the pros and cons of such a drastic move. They don't want to miss out on council and community input for this important consideration.

[Carolyn Berg](#) voiced opposition to the drastic proposal to change the strong mayor form of government. She suggested council spend more energy working on obtaining the Covid-19 vaccine for the citizens and work together for a safe, calm, and healthy city.

[Lita Dawn Stanton](#) shared concern for the misleading message of mismanagement of the city and the goal to change the form of government by Councilmember Woock. She explained why changing from a Strong Mayor form of government is a bad idea. There is a lack of broad

public input because of the pandemic. She asked council to reject this proposal and to take action to make sure the public is not mislead with biased messaging.

[Angela Sisney](#) said she is opposed with moving forward with a change in government at this time. She referenced the recent employee survey, saying this should no way form a bias for changing our city government which transcends just one mayor. She is wary of a government with a Council unchecked by a Mayor. A change in form is monumental and should not be rushed. It requires public education and participation. She urged council to “hit pause” until the public is on the other side of the pandemic.

[Cindy Lumsden](#) asked for support for the current strong mayor form of government. She shared concern that the idea to change came from social media and the Peninsula Gateway and is vindictive and misguided. Because of the pandemic, many people who should be heard are not able to testify in person. She asked that we pull together and work hard to get through another stressful year.

[Linda Pitcher](#) voiced support for the decision to table further discussion of the form of city leadership until there is adequate time for public input and debate. She said our elected officials are there to represent the people; not decide for them. She asked council to defer initiatives that polarize our community and to contribute productively to the healing we all desperately need.

No one from the caller list raised their hand to speak, and the public comment portion of the agenda was closed.

OLD BUSINESS:

1. [Second Reading of Ordinance – Updates to Title 15 Building and Construction.](#) Building Official Paul Rice provided an overview including an amendment to the effective date to reflect the state’s adoption date. He answered questions.

No public comment.

MOTION: Move to adopt Ordinance 1451 Amending GHMC Title 15 as amended.
Woock / Himes – unanimously approved 7-0

NEW BUSINESS:

[Election of Mayor Pro Tempore.](#) Mayor Kuhn shared his recommendation for the nomination of Councilmember Spencer Abersold to serve as Mayor Pro Tempore for 2021. There were no public comments.

MOTION: Move to nominate Councilmember Spencer Abersold to serve as Mayor Pro Tempore.
Markley / Woock – unanimously approved 7- 0

[STAFF REPORT: None.](#)

COUNCIL REPORTS / COMMENTS:

1. [Public Works Committee: Tue. Jan. 12.](#) Councilmember Franich reported that they discussed the sidewalks on Borgen Boulevard and the repairs to the lift at Ancich Waterfront Park. Public Works Director Jeff Langhelm answered questions on the status of repairs.
2. [Boards and Candidate Review:](#) Tue. Jan. 19. Councilmember Woock shared an overview of the positions that need to be filled on the Planning Commission, the Salary Commission and the Lodging Tax Advisory Committee and the resulting recommendations that will come before Council for approval at the next meeting.
3. [Intergovernmental Affairs:](#) Mon. Jan. 25. Councilmember Denson said that the committee received updates on State and Federal Budgets including: The Gig Harbor Sports Complex, the addition of transportation projects, multi-family tax exemptions, Open Public Meetings Act, and police immunity. Reports on the Federal level included upcoming grants for transportation projects and other opportunities. Councilmember Markley added information on the proposed changes in telecommunication regulations. Mayor Kuhn is going to testify at the hearing on Thursday on the transportation portion.

[Councilmember Abersold](#) announced that the Peninsula High School Key Club, in conjunction with the Gig Harbor Kiwanis is holding a fund raiser for clean water in Africa called The Thirst Project this Saturday at the Galaxy Theater. There will also be a Baby Diaper Drive for Eastside Baby Council the same day, same location.

[Councilmember Woock](#) recognized Chief Busey and others for brining the vaccine to Chapel Hill this coming weekend. Chief Busey added that more information would be coming from the Health Department tomorrow and registration goes live on Wednesday.

[Councilmember Himes](#) spoke on Senate Bill 5189 – American Dream Home for affordable housing for those with 80% less than median income. It exempts permit fees and impact fees and provides builders a 4% tax credit. He stressed that we need clarification on the effects of this bill. Community Development Director Katrina Knutson will investigate this further and share information with all Council.

[Councilmember Markley](#) reported on the Gig Harbor Key Peninsula Suicide Prevention Council and reminded everyone that there is a 30-minute training video available on how to speak to someone in crisis. She encouraged anyone who is interested to contact her. Councilmember Abersold will announce this on the KGHP radio station.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Mayor and Council Retreat – Wed. Jan. 27 8:30 a.m. – 4:30 p.m.
2. Planning / Building Committee: Mon. Feb. 1 – 3:00 p.m.

ADJOURN

MOTION: Move to adjourn at 7:24 p.m.
Franich / Himes – unanimously approved

Mayor Kit Kuhn

Molly Towslee, City Clerk



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



APPROVED Minutes Planning Commission
Gig Harbor Civic Center
Thursday, December 17, 2020
5:00 P.M.

5:00 p.m. - Call to order, roll call: John Krawczyk, Tom Brown, Robert Soltess, Amanda Bennett, Shannon Grina & Greg Hoeksema
Staff Katrina Knutson, Community Development Director; Carl de Simas, Senior Planner & Michelle Thomas, Planning Technician

Approval of Minutes: November 19, 2020  Revisions made as requested. Motion Krawczyk/Grina- All in favor approved as revised

Agenda Items

- I. **Budget Review** – Long Range Planning (Update and Commission Discussion) 
Presentation Director Knutson-Commission Questions and comments Planning
Narrative of Objectives 2021 items 1-15 of City of Gig Harbor 2021 Annual Budget.

Other Business

- I. **Planning Commission Cover Memo**-Presentation de Simas-Commission discussion
- II. **Open Planning Commission seat discussion**
- III. **Next meeting January 21, 2021** no meeting January 7, 2021
- IV. **12.14.2020 Council Meeting feedback discussion** - Chair Hoeksema

Adjournment: Motion Krawczyk/Grina All in favor meeting adjourned 6:11 Happy Holidays

Gig Harbor Downtown Waterfront Alliance
A Washington State and Nationally Accredited Main Street™ Organization



PROGRESS REPORT

July 1, 2020 – December 31, 2020

**The Mission of the Gig Harbor Downtown Waterfront Alliance
is to bring together community and waterfront district stakeholders in order to encourage
economic vitality and preserve the historic character and quality of the area.**

2020 has been like no other year we have ever seen. Since the state shutdown in mid-March, the Alliance has had to realign our work plan and focus our efforts on everything and anything we could do to help support our downtown waterfront businesses. The following report will incorporate our pivoted efforts under each of our working committees, as well as illustrate the additional efforts of the Alliance for Covid-19 assistance.

DESIGN COMMITTEE

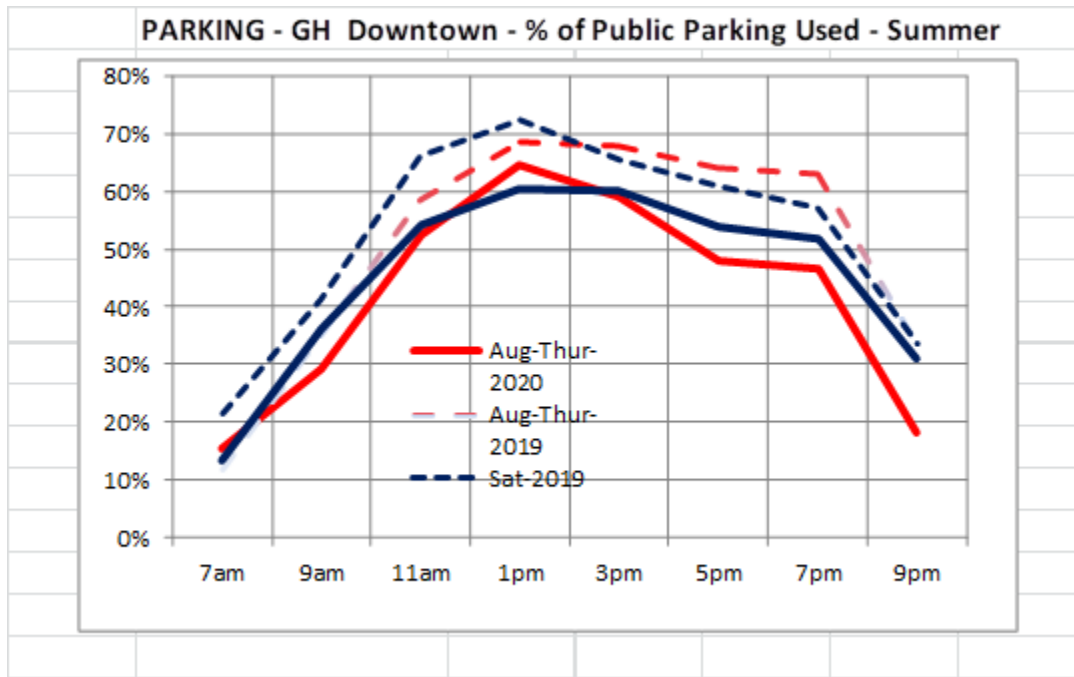
PARKING SURVEY – Thursday, August 13 and Saturday, August 15, 2020

In spite of the Covid-19 crisis and the many associated restrictions and regulations, we elected to conduct the annual summer parking utilization survey. Comparing information to past surveys would help us understand the impact of the pandemic and resulting business closures and limited hours on the downtown waterfront. Here is a summary of the results compared to last year:

	Thursday - % of Parking Used			Saturday - % of Parking Used			Both Days - % of Parking Used		
Season	2019	2020	Change	2019	2020	Change	2019	2020	Change
Winter	39%	23%	-41%	50%	20%	-61%	44%	21%	-52%
Summer	50%	42%	-17%	52%	45%	-14%	51%	43%	-15%
Change	28%	79%		5%	131%		15%	102%	

We observed some healing since our last survey in March 2020 when Covid-19 totally shut down many businesses. This week compared to 2019 parking was down just 15% compared to 52% in March. Saturday was closer to normal compared to very low parking use in March.

The Finholm district had the highest utilization both Thursday and Saturday, with the peak occurring 11am to 2pm on Thursday and extending later to at least 7pm on Saturday.



The decline in downtown parking undoubtedly equates directly to serious revenue impact on many of our downtown restaurants, bars, and other small merchants. This is certainly a concern going forward. Concern remains high regarding the impact on our businesses as the pandemic stretched into its ninth month in December.

Twelve (12) volunteers participated in gathering the data for this, with 30 hours of volunteer time with a value of \$816.

(per Independent Sector, volunteer value = \$27.20/hour – July 2020)

Summer Flower Basket Program

Fifty-five (55) **flower baskets** were purchased by the Alliance at a cost of \$5,128 and 30+ volunteers were recruited for the 2020 season. Baskets were watered daily by crews of 2. This project is made possible through a partnership with the City for the use and maintenance of the watering truck, as well as supplying the water. **Three hundred fifty-nine (359)** hours were logged on this project July - September, with a **volunteer value of \$9,765**. Our 2020 flower basket program received a \$1,000 sponsorship from Columbia Bank. The Alliance was pleased to be able to offer a small piece of normalcy to our community. This post on Facebook that garnered great words of appreciation is a good representation of many comments received: *"Absolutely beautiful it reminds me of Victoria British Columbia. Thanks 😊 to all of the volunteers, it brings so much joy."*



Veteran's Banner Project

The Alliance was once again pleased to be able to present the Veteran's Banner Project in the fall of 2020. We had about 24 banners hanging along the downtown waterfront. This is a project that we will continue to offer on an annual basis. Kudos to the City of Gig Harbor's Department of Public Works for their partnership on this program.



ECONOMIC VITALITY COMMITTEE

Waterfront Farmers Market

Eleven Thursday markets were held during this report's timeframe, July 2 – September 10. While the market had a very different look in 2020 due to the Covid-19 crisis and its associated restrictions and regulations (mandated by the State and Pierce County Health Departments, the CDC, and the WSFMA), the community seemed to relish the return of the market and getting at least a small glimpse of normalcy during the pandemic. Due to the aforementioned Covid regulations, we were limited in what types of vendors we were able to have participate at the market (produce, food, food products, and only a small introduction of crafts). We averaged about 1,000 customers each week, with an average of 25 vendors. Our wonderful volunteers were key to the success of the 2020 season, stepping up to the plate and helping us follow the many rules under which we were required to operate, while still offering a pleasant market experience. We couldn't have done it without them.



To ensure everyone's safety, and to remain in compliance with the health department regulations, the following guidelines (see blue sign below) were strictly adhered to, and additional, directional signage was required:



Two hundred thirty-seven (237) volunteers supported the Waterfront Farmers Market between July 2 and September 10 with a total of 655 hours of volunteer time equating to a value of \$17,876.

Maestro Database

The Alliance is utilizing a customized database software program, developed by former Main Street Managers. Property and business information, volunteer records, membership, internal meeting records and more can all be tracked. The chair of the Economic Vitality Committee is working with local realtors to expand the database with pertinent property information.

PROMOTIONS COMMITTEE

To say that the Promotion Committee's efforts had to pivot during 2020 is a gross understatement. With our ability to hold events to bring people downtown completely shut down, our Promotions Committee had to get creative and work on safe campaigns to promote our businesses while ensuring maintaining all Covid regulations including masking, social distancing, etc. All the messaging that came out centered around a Shop Small, Shop Local, and Shop Safe theme.

Make a Difference Day Campaign

The Covid 19 crisis resulted in complete and partial closures that significantly reduced customer traffic in communities across the country as well as right here on Gig Harbor's Downtown Waterfront. To help them in their time of need, the Downtown Waterfront Alliance joined forces with the Gig Harbor Rotary Clubs to encourage everyone to "make a difference" to these small businesses by supporting them on Saturdays during "Make A Difference Day."

Every Saturday for 14 consecutive weeks, a small group of neighboring stores were selected to be the beneficiaries of **Make a Difference Day**. The Rotary Clubs encouraged their members to shop at the selected stores on each of those Saturday. The Alliance also encouraged the Gig Harbor community to join in and shop the selected businesses to help "make a difference" during these difficult times – using social media and other promotional tools.

The hope was to give businesses a needed shot in the arm business-wise and give the businesses an additional opportunity to welcome shoppers and encourage them to return.

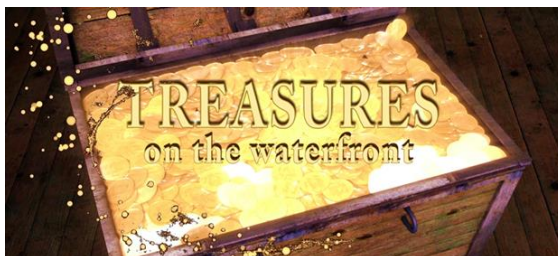


Treasures on the Waterfront

Under the direction of Chairperson Karrie Polinsky, the Alliance Promotion Committee was looking for ways to draw attention to our downtown waterfront businesses during the COVID 19 Pandemic in a way that would encourage community patronage with those businesses and build a greater awareness of the many special small businesses downtown. One of the ideas to do this was to create a video series focused on downtown businesses, and thus became the Treasures of the Waterfront promotion.

The Gig Harbor Downtown Waterfront Alliance staff issued a memo inviting downtown businesses to participate. We selected businesses that were spread out geographically downtown so we didn't focus on just one part of downtown. We just finished filming our 10th Treasures video in just three months, and our goal is to continue to regularly produce these videos to highlight as many downtown businesses as possible. There is no cost for a business to have the video created. Our host, Karrie Polinsky, volunteers her time, while the Downtown Waterfront Alliance assumes all other costs of the production.

Business owners who have had a Treasures video created tell us of customers who come in and mention they saw the video and had to come check it out. Business owners also see the positive, supportive comments regarding their videos on Facebook, such as, *"These Virtual Tours are really effective! Thank you GHDWA and Karrie for lively promotions that have sent me into many downtown stores to shop and to share what a wonderful and unique business district we have."* Additionally, the businesses have been able to share our posts of their videos on their own social media platforms to gain additional awareness of their business.



The goal of the Alliance is to encourage patronage of our downtown businesses while increasing awareness in the Gig Harbor community of our many special "Treasures" – the special places, people, and things - that can be found on Gig Harbor's Downtown Waterfront.

These videos can be viewed in our collection of videos on the Downtown Waterfront Alliance website, www.gigharborwaterfront.org/treasures-on-the-waterfront.

They can also be found on our Facebook Page, www.facebook.com/downtownwaterfrontalliance, or on the Gig Harbor Downtown Waterfront Alliance YouTube Channel.

Small Business Saturday

Due to the restrictions in place for gathering, we were not able to create a specific Small Business Saturday "event", but we did a great deal of social media promotion to encourage shopping locally and altered the "Small Business Saturday" message to "Small Business Season." We must give kudos to our wonderful Gig Harbor Community for being committed to shopping at our small, independent businesses in an effort to keep our waterfront alive and well.



Passport to the Holidays



In lieu of the popular Girls Night Out event that we could not hold this year, the Alliance offered a new promotion, "Passport to the Holidays," a month-long shopping and dining campaign along Gig Harbor's downtown waterfront. Held Monday, Nov 9th through Sunday, Dec 13th, forty downtown waterfront businesses participated in the promotion.

To complete a Passport, shoppers were required to spend \$25 at four different businesses. The community was encouraged to do their holiday shopping at the participating businesses and complete their passport for a chance to win one of five prize baskets, valued at over \$600 each! The baskets contained gift items and gift cards from downtown businesses.

There was great interest in the passport program, and we received nearly 600 completed passports representing minimum revenue of \$60,000 to the participating businesses (most reported much higher sales than the required \$25/store). In fact, a number of businesses reported to the Alliance that they realized stronger sales in December 2020 than December 2019! A success for sure during a pandemic!

Due to the response to the Passport to the Holidays, this will be a program that we will continue to offer during future holiday shopping seasons.

Snowman Decorating Contest



After a successful partnership with Pen Met Parks on a Scarecrow Decorating Contest, the Alliance announced a Snowman Decorating Contest for downtown businesses. Twenty-three (23) businesses participated, with online voting for a People's Choice Award. Social media posts encouraged people to come find the snowmen, and, in the absence of Santa Claus due to the pandemic, to bring their cameras and take holiday photos. The winner of the contest was our newest business downtown, Frills (also the winner of the Scarecrow Contest!).



ORGANIZATION COMMITTEE

The Organization Committee was proactive in preparing a message for our **B&O Tax Credit** campaign. This is critical funding to the Alliance for support of our many projects, programs, and events.

The impact of the COVID-19 pandemic challenged the Alliance to look for new ways to fund our mission and continue to help our downtown businesses survive. The Organization Committee was instrumental

in designing fundraising efforts for “Giving Tuesday,” the world's largest day of global giving. The Organization Committee designed a video series of testimonies by Alliance Board of Directors. These videos can be viewed at: <https://www.gigharborwaterfront.org/givingtuesdayvideos>

We raised over \$5,000 on Giving Tuesday and are extremely grateful for this community support.



- **Regular Communications include:**

- The Downtown Waterfront Alliance continues regular updates through our multiple websites.
- Covid specific electronic newsletters were distributed via Constant Contact
- Email Blasts are sent as needed to inform the readership of upcoming district activities, including updates, announcements, etc. from the City.
- Multiple Facebook pages (Alliance, Girls Night Out, Sip & Stroll, Farmers Market), Twitter and Pinterest updates are posted on a regular basis.

Other Committees

- Executive Director serves on the City's LTAC Committee
- Executive Director participated in the Covid-19 Business Task Force

Finances

- See Income & Expense 7/1/2020 – 12/31/2020 (page 10).

Training and Meetings

Trainings/Meetings attended by Alliance staff, Board of Directors and Committees July - December 2019 include:

- As a result of Covid-19, the entire Alliance staff has taken numerous webinars, and have been attending countless Zoom meetings

OTHER EFFORTS RESPONDING TO COVID-19 PANDEMIC

In the face of the Covid-19 pandemic and the ensuing crisis felt throughout the country, The Downtown Waterfront Alliance has increased its role as the hub for communications for the businesses in Gig Harbor's downtown waterfront district. The closed Facebook group, the “Gig Harbor Main Street Connection”, explained in the previous report, continues to be a link to our businesses where we quickly distribute information about small business loans and grants (CARES, PPP, etc), and where the businesses as a group, shares ideas, frustrations, fears, victories, needs, and tears. Some comments we have received include:

“Thank you for your work, assistance to business owners and community alike in this time. Your office has been so thorough in its information and ability to gain insight in this time.”

“A huge thanks for being so prompt at sharing information as its updated through all of this craziness, you’ve done a great job at keeping us all informed.”

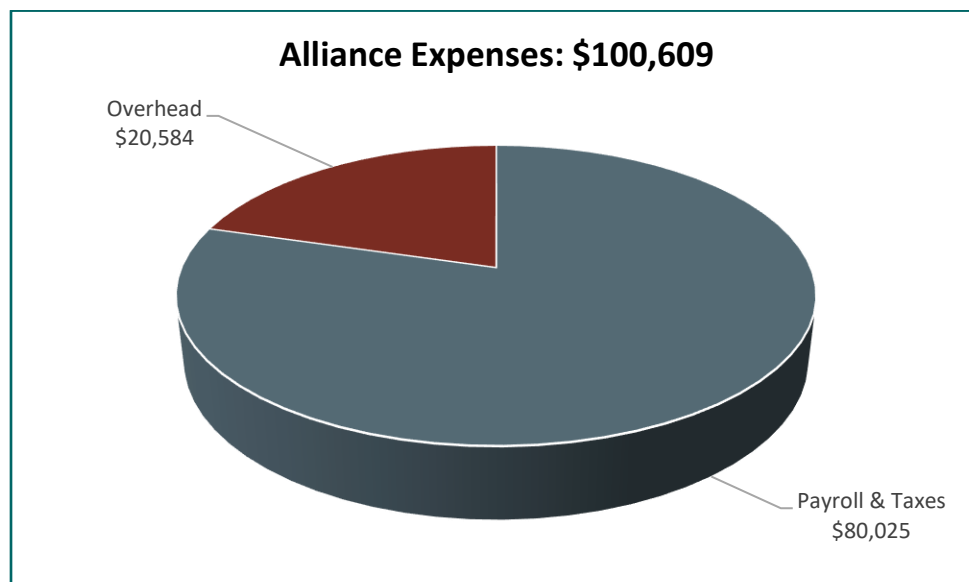
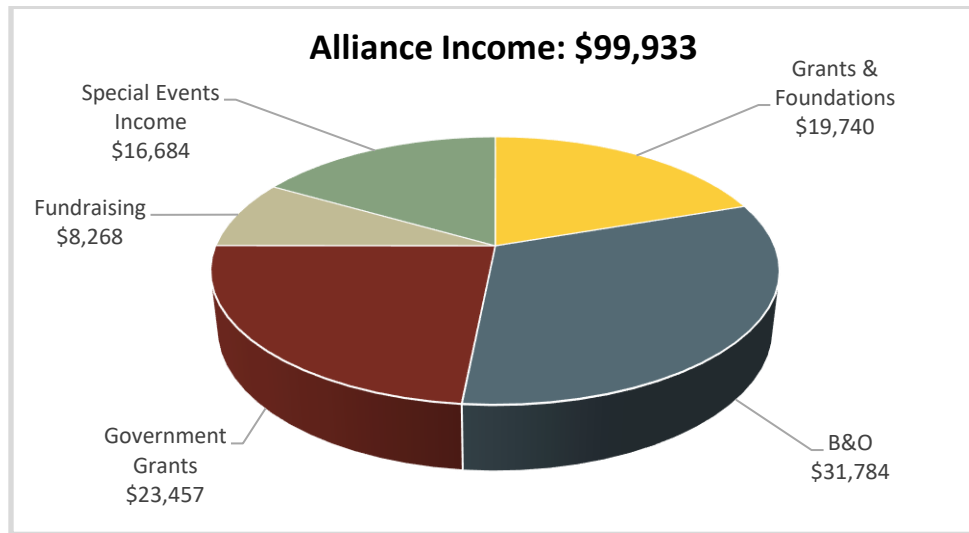
The Alliance continues to regularly update Covid resources and updates about our business’s hours, services, etc. on our primary website (www.gigharborwaterfront.org) These updates have sometimes even been daily in order to offer the community the most current information on which businesses were open or offering curb-side pickup or e-commerce, which restaurants were offering take-out, etc. in the ever changing Covid climate.

Social media promotion of all our businesses has continued. Our series of “tips” continued throughout the second half of the year to share with our businesses and the community, using avatars of the three Alliance staff providing suggestions on how to help businesses and continue to be safe:



Throughout the pandemic the Alliance has worked closely with the City of Gig Harbor to provide as much assistance as possible to our downtown businesses, including serving on the Covid-19 Business Task Force initiated by Councilwoman Robyn Denson, working closely with Laura Petit on promoting downtown businesses, and working with Mayor Kit Kuhn and Councilwoman Denson on the relief of permit fees for encroachment permits. This effort has allowed businesses to offer outdoor commerce at a time when people are not yet comfortable with being inside. We appreciate the partnership the Alliance shares with the City – not only for our traditional projects and events, but also for working together on our community’s efforts to help our businesses remain solvent during the Covid-19 crisis.

Alliance Income & Expense – July 1, 2020 - December, 2020



PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, Black History Month is observed in February of each year; and

WHEREAS, Black History Month seeks to emphasize Black history and its cultural contributions to American life, and is designed to recognize and pay tribute to the many contributions of African Americans to the history, society and culture of the United States of America; and

WHEREAS, Black History Month celebrates the achievements of African Americans in the Arts, Civil Rights, Education, Entertainment, Government, History, Law, Literature, Medicine, Military, Music, Politics, Science, Sports, and other endeavors;

NOW, THEREFORE, BE IT RESOLVED THAT I, Kit Kuhn, Mayor of the City of Gig Harbor, hereby declare the month of February, 2021 as

Black History Month

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 8th day of February, 2021.

Kit Kuhn, Mayor

Date



Business of the City Council City of Gig Harbor, WA

Subject: Professional Services Contract Amendments – Duration of Work Extensions

Proposed Council Action: Approve and authorize the Mayor to execute the Professional Services Contract Amendments to extend contract Durations of Work for the following existing Contracts:

Water System Plan Updates- Carollo Engineers, Inc.; Eddon Boat Park Brick House Remodel- SHKS Architects, P.S., Inc.; Design for Lift Station #6- HDR Engineering, Inc.; 38th Ave Ph1A- DEA , Inc.; Stinson Ave Improvements – Exeltech; Harborview/Stinson Intersection – TSI, Inc.

Dept. Origin: Public Works/Engineering

Prepared by: Trent A. Ward, P.E. TW
City Engineer

For Agenda of: February 8, 2021

Exhibits: Professional Services Contract Amendments

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 2-1-21
PWL 1/29/21
eMun 1/29/21
DR 1/29/21
JAX 1/29/21

Expenditure Required	N/A	Amount Budgeted	N/A	Appropriation Required	N/A
-----------------------------	-----	------------------------	-----	-------------------------------	-----

INFORMATION/BACKGROUND

The City's Professional Services Contract section 17 requires the parties to execute an amendment to the Agreement in order to modify the duration of work to be performed by the Consultant.

FISCAL CONSIDERATIONS

These amendments extend the duration of work only for contracts described hereon. All contracts hereon being amended are currently funded and no changes in contract cost is included in these amendments.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION/MOTION

Approve and authorize the Mayor to execute the Professional Services Contract Amendments to extend contract Durations of Work for the following existing Contracts: Water System Plan Updates- Carollo Engineers, Inc.; Eddon Boat Park Brick House Remodel- SHKS Architects, P.S., Inc.; Design for Lift Station #6- HDR Engineering, Inc.; 38th Ave Ph1A- DEA , Inc.; Stinson Ave Improvements – Exeltech; Harborview/Stinson Intersection – TSI, Inc.

**THIRD AMENDMENT
TO
PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
TRANSPORTATION SOLUTIONS, INC.**

THIS THIRD AMENDMENT is made to that certain Professional Services Contract dated June 24, 2019 (the "Agreement"), as amended on December 10, 2019, and again on January 28, 2020, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Transportation Solutions, 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 Harborview Drive / Stinson Avenue Intersection Improvements 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. 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

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

THIS SECOND AMENDMENT is made to that certain Professional Services Contract dated May 8, 2017 (the "Agreement"), as amended on February 24, 2020, by and between the City of Gig Harbor, a Washington municipal corporation (hereafter the "City"), and Carollo Engineers, Inc. a corporation organized under the laws of the State of Washington (hereafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in conducting Water System Plan updates 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 duration of work to be performed by the Consultant;

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

1. 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: Lara Kammereck
Its Principal

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

**FOURTH AMENDMENT
TO
PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
SHKS ARCHITECTS, P.S., INC.**

THIS FOURTH AMENDMENT is made to that certain Professional Services Contract dated September 25, 2017 (the "Agreement"), as amended on May 29, 2018, July 9, 2019, February 24, 2020, by and between the City of Gig Harbor, a Washington municipal corporation (hereafter the "City"), and SHKS Architects, P.S., Inc. a corporation organized under the laws of the State of Washington (hereafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the design of 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 duration of work to be performed by the Consultant;

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

1. 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 25TH day of JANUARY, 2021.

CONSULTANT

By: 
Its Principal

CITY OF GIG HARBOR

By: _____
Mayor Pro Tem

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

**EIGHTH AMENDMENT
TO
PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
EXELTECH CONSULTING, INC.**

THIS EIGHTH AMENDMENT is made to that certain Professional Services Contract dated June 8, 2015 (the "Agreement"), as amended on July 25, 2016, and again on July 10, 2017, and again on December 18, 2017, and again on April 22, 2019, and again on June 24, 2019, and again on June 22, 2020, and again on October 13, 2020 by and between the City of Gig Harbor, a Washington municipal corporation (hereafter the "City"), and Exeltech Consulting, Inc. a corporation organized under the laws of the State of Washington (hereafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the design of the Stinson Avenue Roadway Improvements 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 duration of work to be performed by the Consultant;

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

1. Duration of Work. Section 3 of the Agreement is amended to extend the duration of this Agreement to June 30, 2021.

[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

By: _____
Its Principal



CITY OF GIG HARBOR

By: _____
Mayor Kit Kuhn

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

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

THIS SECOND AMENDMENT is made to that certain Professional Services Contract dated July 8th, 2019, as amended (the "Agreement") February 10, 2020 (the "Agreement"), by and between the City of Gig Harbor, a Washington municipal corporation (hereafter the "City"), and David Evans and Associates, Inc., an Oregon corporation (hereafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in completing the 38th Ave NW Improvement Project Phase 1A Design 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. 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 Byron Aaga
A5500.

By: -
Mayor Kit Kuhn

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

**THIRD AMENDMENT
TO
PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
HDR ENGINEERING, INC.**

THIS THIRD AMENDMENT is made to that certain Professional Services Contract dated October 15, 2019 , as amended (the "Agreement") February 24, 2020 , as amended again December 3, 2020 by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and HDR Engineering Inc., a corporation organized under the laws of the State of Nebraska (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in completing the Replacement of Sanitary Sewer System Lift Station #6 Design 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:

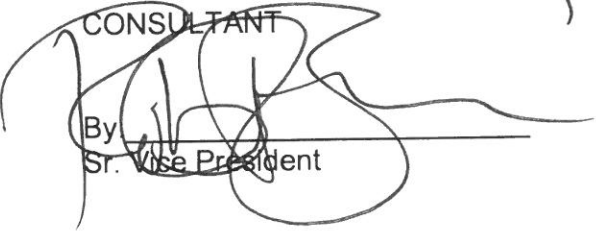
1. 1. Duration of Work. Section 3 of the Agreement is amended to extend the duration of this Agreement to March 1, 2022.

[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
12th day of January, 2021

CONSULTANT

By: 
Sr. Vice President

CITY OF GIG HARBOR

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



Business of the City Council City of Gig Harbor, WA

Subject: Public Works Operations Center
Phase 2 Building Final Design and Permitting
– Professional Services Contract

Proposed Council Action: Approve and authorize the Mayor to sign a professional services contract with Lawhead Architects in an amount not to exceed \$150,687.

Dept. Origin: Public Works

Prepared by: Jeff Langhelm, PE
Public Works Director

AK

For Agenda of: February 8, 2021

Exhibits: Professional Service Contract with
Scope and Fee

Concurred by Mayor: Initial & Date
Approved by City Administrator: *KR 2-1-21*
Approved as to form by City Atty: *PL 01/29/2021*
Approved by Finance Director: *OP 1/29/21*
Approved by Public Works Dir.: *AK 1/21/21*

Expenditure Required	\$150,687	Amount Budgeted	\$220,000	Appropriation Required	\$0
---------------------------------	-----------	----------------------------	-----------	-----------------------------------	-----

INFORMATION/BACKGROUND

At the November 9 Council Study Session staff received direction from City Council to proceed with final design, bidding, and construction of the Public Works Operations Center building. Subsequently, the 2021 Budget provides an objective to complete the design and permitting for the Operations Center building.

The proposed professional services contract with Lawhead and Associates provides the necessary design and permitting costs associated with this project.

FISCAL CONSIDERATION

This project is funded in the City's 2021 Budget from multiple sources. All anticipated 2021 funding sources and project expenses are outlined in the table below.

2021 Budgeted Project Funds	
Streets Capital (Fund 102)	\$ 62,333
Parks Capital (Fund 109)	\$ 62,333
Stormwater Capital (Fund 412)	\$ 62,333
Water Capital (Fund 420)	\$ 33,000
Total =	\$220,000
2021 Anticipated Project Expenses	
Lawhead Architects Professional Services Contract	(\$ 150,687)
<i>Building Permit Application Fee*</i>	<i>(\$ 30,000)</i>
Remaining 2021 Budget =	\$ 39,313

*Proposed future 2021 expense.

BOARD OR COMMITTEE RECOMMENDATION

None

RECOMMENDATION/MOTION

Approve and authorize the Mayor to sign a professional services contract with Lawhead Architects in an amount not to exceed \$150,687.

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

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and Lawhead Architects, P.S., a Washington corporation (the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in Public Works Operations Center Phase 2 Building Final Design and Permitting and desires that the Consultant perform services necessary to provide the following consultation services; and

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

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

TERMS

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

2. **Payment.**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed One Hundred Fifty Thousand Six Hundred Eighty-Seven Dollars (\$150,687) 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: Frank Lawhead
Lawhead Architects P.S.
1239 120th Ave NE, Suite D
Bellevue, WA 98005
(425) 556-1220

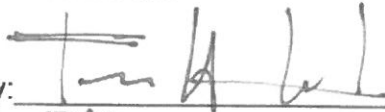
City of Gig Harbor
ATTN: Jeff Langhelm, PE
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-6170

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

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

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

CONSULTANT

By: 
Its: PRESIDENT

CITY OF GIG HARBOR

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

City of Gig Harbor
Public Works Facilities Expansion – Phase 2 A&E Proposal
January 15, 2021

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

BACKGROUND

The City of Gig Harbor (CITY) has identified a need for a new Public Works Operations Center building located on 89th Street NW off of Bujacich Road/Skansie Avenue. Lawhead Architects P.S. (ARCHITECT) and their consultants completed Phase 1 Site Development for the project and has been selected by the City to lead a team of consultants in the design and construction of the Phase 2: New Operations Center Building portion of the project.

In Phase 1 of the project, the majority of site development occurred. Phase 2 commenced in 2020 with a Schematic Interior Re-Design Study. The proposed scope of work is a continuation of Phase 2 towards final design, permitting, and construction bidding assistance for the New Public Works Operations Center Building.

SCOPE OF WORK

The following tasks will provide the CITY with a building construction package for the new Public Works Operations Center building and associated site development.

Civil site development in Task 1 will include a site visit to observe the status of Phase 1 construction as well as preparation of an existing conditions Civil base sheet. Design work will include tying into the Phase 1 utilities (i.e. transformer, water, sewer, power, etc.).

Landscape development in Task 1 will include a site visit to coordinate a tree re-planting plan with the CITY per the Tree Evaluation Report produced by the CITY in Phase 1. In addition, final landscaping will be provided to east of the building where the future sanitary sewer grinder pump and valve vault will be installed as well as any areas disturbed by construction.

Phase 2 will include the following three (3) tasks: Construction Documents, Public Bid Coordination, and Management.

Task 1

Construction Documents

Based upon the approved Phase 2 Schematic Interior Re-Design Study documents, the ARCHITECT shall re-calibrate the City Council approved 2015 design documents and prepare construction documents for permit submittal and project bidding purposes.

These documents shall include construction drawings, specifications, and other documents setting forth, in detail, the scope of the Project. Such documents shall describe materials, workmanship, finishes, equipment and the conditions affecting the work. The construction documents shall be sufficiently detailed to provide guidance for all divisions of the construction project.

EXHIBIT A

City of Gig Harbor
Public Works Facilities Expansion – Phase 2 A&E Proposal
January 15, 2021

During the process of the construction document development, the ARCHITECT shall assist the owner with the Building Permit submittal and subsequent Building Permit review process. Required Permit level Drawings, documents, and forms will be provided for the Building Permit submittal.

Task 2 Project Bid Period Coordination

During the Bidding Phase, the ARCHITECT and Project Team members will answer Bidding-related questions, review substitution requests, and prepare/issue any applicable Addenda.

Task 3 Management

Management related tasks include all coordination meetings, reviews with CITY staff, and all managerial work needed to progress forward on schedule and within budget.

City Responsibilities:

- Division 00 documents furnished by the CITY, including but not limited to, Instructions to Bidders, Owner/Contractor Draft Agreement, General Conditions, Addenda to the General Conditions and Special Conditions shall be made a part of the Project construction documents. The ARCHITECT shall not modify CITY documents without prior written approval from the CITY. Such documents shall be provided to the ARCHITECT for reference.

- To define the seismic parameters for structural design, the CITY will provide written statement from Building Official that existing 2014 Geotechnical Report is acceptable to the CITY building department.

Assumptions:

- Design will start in 2021 and be complete and permitted by the end of 2021 with construction estimated to start in 2022.
- The completed Phase 1 will be considered "Existing Conditions".
- Civil will prepare an existing conditions base sheet using Phase 1 design documents supplemented with CITY As-Built Information. The CITY will review/comment and approve this drawing for use prior to the preparation of final design.
- No exterior building design modifications will be required.
- Per CITY direction, the Fire Sprinkler System will be removed from the scope of the building design.
- Phase 2 design will include two (2) motorized gates (omitted in Phase 1). Motorized gates will be located at the entry to the site and between the parking lot in front of the building and the service yard.
- A standby generator was installed in Phase 1 and will not be required in Phase 2.

EXHIBIT A

City of Gig Harbor
Public Works Facilities Expansion – Phase 2 A&E Proposal
January 15, 2021

- The sewer lift station with Barnes XGV5072 grinder pump drawings and specifications provided by the CITY is anticipated to support the new building flows as well as flows from a future decant facility.
- Design of electrical service, telemetry, or SCADA required will be provided by others. Back-up generation structures other than the manhole, or mechanical ventilation is not anticipated or included in this proposal.
- Upstream flows from a future decant station tributary to the sewer lift station will be provided by others.
- The future decant station/structure design will be by others.
- No modifications to stormwater elements in Phase 1 will be triggered by this work.
- Gig Harbor Public Works internal permit review process will review the Design Documents. Assume minor comment revisions and up to two (2) meetings with Gig Harbor to discuss. Revisions due to additional jurisdictional reviews, based on new issues, CITY revisions, schedule changes, or work scope not listed in this proposal will be considered outside the scope of this proposal.
- The ARCHITECT will provide one (1) revision/re-submittal to the Permit Documents (if needed). Additional revisions/re-submittals will be considered outside the scope of this proposal.
- Fall Protection is NOT INCLUDED per Structural (KPFF)
- Preparation of a wet weather plan is not included.
- Future Contractor to provide project dewatering design.
- The Building and associated Civil design will be bid "Lump Sum".
- The selected Building General Contractor will be responsible for Building Commissioning services.
- Construction Administration is NOT INCLUDED.

Meetings:

- One (1) Project Site Visit. The ARCHITECT and associated project team members will attend one (1) project site visit with the CITY Project Team members to observe Phase 1 improvements and existing conditions for Phase 2 Design Development.
- Two (2) meetings. The ARCHITECT will attend two (2) team meetings with the CITY Project Team during Construction Documents. Team meetings will be conducted virtually during the COVID-19 pandemic period.

Deliverables:

- Construction Documents will be provided in 24"x36" format.

EXHIBIT A

City of Gig Harbor
Public Works Facilities Expansion – Phase 2 A&E Proposal
January 15, 2021

- ARCHITECT Sheet layout for the Public Works Operations Center will include:
 - Cover Sheet w/Divisions of Work, Agency Notes, Project Data, Schedules, and General Notes.
 - Site Plan @ 1"=30'-0"
 - (5) Site Details @ 1"=1'-0"
 - Floor Finish Plan @ 1/8" = 1'-0"
 - Roof Plan @ 1/16" = 1'-0"
 - Finish Floor Plan or Finish Schedule
 - Reflected Ceiling Plan @ 1/8" = 1'-0"
 - Enlarged Floor Plan (Lockers/Restrooms) @ 1/4" = 1'-0"
 - (4) Building Elevations @ 1/8" = 1'-0"
 - (2) Building Sections @ 1/8" = 1'-0"
 - (4) Wall Sections @ 1/2" = 1'-0"
 - (20) Interior Elevations @ 1/4" = 1'-0"
 - (10) Interior Details @ scale varies
 - (15) Exterior Details @ 1 1/2" = 1'-0"
- The Landscape Architect will provide a tree re-planting design based on information gathered from CITY as well as a site visit. The design will be included on their Phase 2 Project Planting Plan Sheet.
- The ARCHITECT consultant team (Civil, Structural, Mechanical, Electrical, Landscape) will provide industry standard Construction Documents for the new building in 24"x36" format.
- The ARCHITECT will prepare project specifications in the current CSI MasterFormat version for the Phase 2 New Building project.
- A Cost Estimate will be provided at the conclusion of .
- SCADA system work is limited to showing location for the system, indicating the LAN connections, indicating the SCADA system UPS (and power connections).
- UPS' will be selected by the Owner's IT department or the SCADA contractor.
- Active electronics (i.e. servers, phones, network switches, etc.) will be Owner furnished and installed.
- IT racks will be Owner furnished and installed.
- Owner will coordinate for Comcast service (we understand conduits are in place, which the Owner previously coordinated).

SCHEDULE

Lawhead Architects PS will begin work immediately following authorization to proceed. The following is estimated project schedule based on discussions with the CITY:

Late April 2021..... Building Permit Submittal
Nov/Dec 2021..... Project Out to Bid
2022..... Construction

EXHIBIT A

City of Gig Harbor
Public Works Facilities Expansion – Phase 2 A&E Proposal
January 15, 2021

FEE PROPOSAL SUMMARY

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

1. Construction Documents.....	\$ 138,254
2. Public Bid Period Coordination.....	\$ 7,213
3. Management.....	\$ 5,220
Total Fee.....	\$ 150,687

Hourly Rate Schedules are attached for reference.

ADDITIONAL SERVICES

Any additional work will be reimbursed on an hourly basis at rates specified in the Consultant Hourly Rates Summaries (Attachment B). Additional services shall not be performed without prior Client authorization.

EXHIBIT A

City of Gig Harbor
Public Works Facilities Expansion – Phase 2 A&E Proposal
January 15, 2021

ATTACHMENT A - FEE PROPOSAL

	Hours	Amount
TASK 1 - CONSTRUCTION DOCUMENTS		
Principal Architect	30.0	\$4,200.00
Senior Project Manager	50.0	\$6,500.00
Project Architect	102.0	\$11,220.00
Project Designer I	102.0	\$10,200.00
Project Designer II	220.0	\$19,800.00
Subtotal Task 1 ARCHITECT	504.0	\$51,920.00
Civil Principal Engineer	12.0	\$2,436.00
Civil Project Manager	52.0	\$9,100.00
Civil Project Engineer	91.0	\$10,556.00
Civil CAD Technician	24.0	\$2,768.00
Structural Principal Engineer	4.0	\$900.00
Structural Associate Engineer	13.0	\$2,405.00
Structural Project Engineer	62.0	\$9,300.00
Structural CAD Technician	30.0	\$4,050.00
Structural Administration	3.0	\$245.00
Mechanical Principal Engineer	6.5	\$1,300.00
Mechanical Project Manager	66.0	\$8,250.00
Mechanical CAD Technician	49.5	\$4,208.00
Electrical Principal	10.5	\$2,100.00
Electrical Senior Project Manager	91.0	\$13,195.00
Electrical CAD Technician	42.0	\$3,570.00
MEP Administration	8.0	\$440.00
Landscape Architect	42.0	\$5,000.00
Cost Estimator	20.0	\$2,400.00
Subtotal Task 1 SUBCONSULTANTS	626.5	\$82,223.00
5% Markup		\$4,111.00
TOTAL Task 1	1,130.5	\$138,254.00
TASK 2 - PROJECT BID COORDINATION		
Principal Architect	2.0	\$280.00
Senior Project Manager	6.0	\$780.00
Project Architect	4.0	\$440.00
Project Designer I	4.0	\$400.00
Subtotal Task 2 ARCHITECT	16.0	\$1,900.00
Civil Principal Engineer	4.0	\$812.00
Civil Project Manager	8.0	\$1,400.00
Civil Project Engineer	8.0	\$928.00
Structural Associate Engineer	2.0	\$300.00
Structural Project Engineer	2.0	\$300.00
Mechanical Principal Engineer	0.5	\$100.00
Mechanical Project Manager	3.0	\$375.00
Electrical Principal	0.5	\$100.00
Electrical Senior Project Manager	3.0	\$435.00
MEP Administration	2.0	\$110.00
Landscape Architect	2.0	\$200.00
Subtotal Task 2 SUBCONSULTANTS	35.0	\$5,060.00
5% Markup		\$253.00
TOTAL Task 2	51.0	\$7,213.00
TASK 3 - MANAGEMENT		
Principal Architect	18.0	\$2,520.00
Senior Project Manager	14.0	\$1,820.00
Project Architect	4.0	\$440.00
Project Designer I	4.0	\$440.00
TOTAL Task 3	40.0	\$5,220.00
GRAND TOTAL	1221.5	\$150,687.00

ATTACHMENT B – HOURLY RATES

**LAWHEAD
ARCHITECTS
P.S.**



FEE SCHEDULE

	Billing Rate	Categories/ Classification
Level I	\$140/HR	Principal
Level II	\$130/HR	Sr. Project Manager
Level III	\$120/HR \$110/HR	Project Manager Project Architect
Level IV	\$100/HR	Staff Architect I Project Designer I
Level V	\$90/HR	Staff Architect II Project Designer II
Level VI	\$85/HR	CADD I
Level VII	\$80/HR	CADD II
Level VIII	\$85/HR	Administration I
IN-HOUSE SERVICES		
Copies	\$0.10/ea.	8 1/2" x 11"
Copies	\$0.25/ea.	11" x 17"
Plotting	\$3.00/sf presentation color \$2.50/sf B/W vellum \$2.00/sf B/W bond	
Blueprints	\$1.00/ea.	24"x 36"
Fax	\$.10/sheet	
Mileage	\$.56/miles	(per current IRS schedule)

SERVICES

All printing, cad plotting, copying, misc. and sub-consultant services are billed with a markup of 10% of the direct expense incurred by Lawhead Architects, P.S.



***FEE SCHEDULE FOR
PROFESSIONAL CIVIL ENGINEERING
SERVICES***

Personnel Charges:

Charges for employees are determined by the hourly rate included in the rate ranges listed below:

Principal	\$200/Hour - \$235/Hour
Associate	\$135/Hour - \$325/Hour
Technical Specialist	\$175/Hour - \$225/Hour
Senior Engineer	\$135/Hour - \$250/Hour
Professional Engineer	\$100/Hour - \$175/Hour
Design Engineer	\$ 90/Hour - \$135/Hour
Project Coordinator	\$ 80/Hour - \$130/Hour
Drafter	\$ 70/Hour - \$170/Hour
Administration	\$ 60/Hour - \$ 85/Hour

Effective July 1, 2019



**FEE SCHEDULE
STRUCTURAL ENGINEERING SERVICES**

Charges for employees are determined by labor category and their respective hourly rates listed below:

<u>Labor Category</u>	<u>Rate</u>
Principal	\$225/Hour
Technical Director	\$210/Hour
Associate	\$185/Hour
Project Engineer	\$150/Hour
Design Engineer	\$125/Hour
BIM Modeler/Drafter	\$135/Hour
Project Coordinator	\$110/Hour
Administration	\$85/Hour

Rates are subject to adjustment in January 2021



HOURLY BILLING RATES

Principal	\$ 200.00
Associate Principal	\$ 175.00
Senior Engineer	\$ 150.00
Senior Project Manager	\$ 145.00
Project Engineer	\$ 135.00
Project Manager	\$ 125.00
Senior Designer	\$ 110.00
Project Designer	\$ 95.00
CAD Technician	\$ 85.00
Clerical	\$ 55.00

REIMBURSABLE RATES

Printing Drawings (Bond, B&W)	0.40 \$/SF
Printing 11 x 17 (Bond, B&W)	0.35 \$/Page
Printing 8.5 x 11 (Bond, B&W)	0.25 \$/Page
Mileage	0.56 \$/mile
Delivery/Courier	At cost, plus 10%
Outsourced & Other Expenses	At cost plus 10%

2021 Hourly Billing Rates

Effective 1/1/2021

Position	Rate
Landscape Architect	\$120

**ATTACHMENT C –
SUBCONSULTANT PROPOSAL
LETTERS**



December 16, 2020

Mr. Frank Lawhead
Lawhead Architects
12342 Northup Way
Bellevue, WA 98005

Subject: Gig Harbor Public Works Operations Building Phase 2
Civil Engineering Services

Dear Frank:

We are pleased to submit this proposal to provide civil engineering design services for the Gig Harbor Public Works Operations Building, Phase 2. Phase 2 will construct the Operations Building and complete utility and sitework surrounding the building. We have previously provided Phase 1 design services which constructed overall sitework and frontage improvements to support the future building. Phase 2 Civil design work will include utility and paving connections to the new building structure and design of a sanitary sewer grinder pump system.

SCOPE OF WORK

We will prepare permit and construction documents for erosion control, paving, grading and utility connections to the building and the projects low flow grinder pump system. We anticipate the following effort:

- Conduct a site walk to observe the status of Phase 1 construction.
- Prepare an existing conditions base sheet using Phase 1 design documents as a starting point, supplemented with city As-built information. The city will review/comment then approve this drawing for use prior to the preparation of designs.
- Provide a preliminary permit document submittal for City review prior to completion and finalization of the permit documents.

1601 Fifth Avenue, Suite 1600 Seattle, WA 98101 (206) 622-5822 Fax (206) 622-8130

Seattle Everett Tacoma Lacey Portland Eugene Sacramento San Francisco Walnut Creek Los Angeles Long Beach Pasadena Irvine
San Diego Phoenix Denver St. Louis New York Amman, Jordan

Mr. Frank Lawhead
December 16, 2020
Page 2

- Prepare Civil drawings for permitting and construction to include:
 - City Standard Note Sheets (2)
 - Temporary Erosion and Sediment Control (TESC) Plan
 - Temporary Erosion and Sediment Control (TESC) Details
 - Horizontal Control and Paving Plan
 - Grading Plan
 - Utility Plan
 - Lift Station Plan and Sections
 - Grading, Utility, and Paving Details
- Provide civil technical specifications for our work.
- Provide responses to questions from bidders concerning our work.
- Specific design elements to be provided per our 12/9/20 meeting with the City of Gig Harbor:
 - Add fencing from gate entry to south property line, electric powered gate by others.
 - Provide utility connections to the proposed building.
 - Sidewalk on the north side of the building was not constructed in phase 1 to be provided in Phase 2.
 - 2" forcemain from the future decant facility has been constructed and is intended to discharge to the new onsite station. Pump station design per city provided design information (Barnes XGV5072).
 - Provide power conduit routing for electric gate and for the onsite pump station.

SCHEDULE

- Design will start in February of 2021 and be complete by April 2021 and ready to permit.
- Phase 2 design permitting will occur between April and December 2021.
- Construction will commence in the Spring of 2022 and be complete that same year.

1601 Fifth Avenue, Suite 1600 Seattle, WA 98101 206.622.5822 kpff.com



December 21, 2020

Mr. Frank Lawhead
Lawhead Architects
1239 120th Avenue Northeast, Suite D
Bellevue, WA 98005

Subject: Gig Harbor Public Works
Structural Fee Proposal

Dear Frank:

We are pleased to submit this fee proposal for the design of the new Gig Harbor Public works office building. This proposal is based on previous Design Documents produced for this site, which you provided to us on December 15th, 2020.

PROJECT DESCRIPTION

The office building will be a single-story structure between 5,000 and 6,000 square feet, with a roughly 1,000-square-foot mezzanine. It will be built with wood stick frame bearing and plywood shear walls and a combination of prefabricated wood trusses and open web wood joist roof framing. There is a wood entry trellis, which is also included as well as a freestanding CMU site screen wall.

SCOPE

KPFF will provide the structural calculations, specifications, and drawings for the permitting, construction, and bidding of the building. This proposal only includes design. Construction administration services will be provided under a separate proposal.

ASSUMPTIONS

- Shallow spread footing foundations will be acceptable along with a slab on grade. Deep foundations or ground improvement are not anticipated.
- The project will be permitted under the 2018 IBC.
- Geotechnical parameters based on the 2018 IBC will be provided to us by a geotechnical engineer.
- Split permit or bid packages are not anticipated.
- Design of fall arrest elements is not included. We will design or indicate loading requirements for primary structural elements if fall arrest layout is provided in a timely manner during design. Design of secondary framing required to support fall arrest systems is assumed to be bidder designed.

Mr. Frank Lawhead
December 21, 2020
Page 2

- We have assumed one meeting in Gig Harbor with the owner may be required during the design process.
- The only site elements included in our scope are those covered by the project description. Additional structural design of site elements can be provided as an additional service once the scope is defined.
- Equipment anchorage and nonstructural component anchorage will be bidder designed.

SCHEDULE

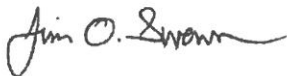
The intent is to start construction documents in February of 2021 and permit the project later that year, with construction anticipated in 2022.

FEE

We will provide the above-described scope of services for the lump-sum amount of \$17,500 in accordance with the enclosed Terms and Conditions, which are made part of this proposal.

Please do not hesitate to contact us at (206) 622-5822 if you have any questions or concerns on this proposal or the attached Terms and Conditions.

Signed,



Jim O. Swenson, PE, SE
Associate

JOS:heh

Enclosure

10000999002 – 500



TERMS AND CONDITIONS

KPFF, Inc. ("KPFF") shall perform the services outlined in this agreement pursuant to the stated fee arrangement.

1. Additional Services

Should the Scope of Services change from those set forth in the Agreement for Professional Services, the fee for such additional services will be negotiated between Client and KPFF.

2. Limitation of Liability

To the greatest extent allowed by law, the aggregate liability of KPFF for any and all injuries, claims, demands, losses, expenses or damages, of whatever kind, arising out of or in any way related to this Agreement or the services provided by KPFF on this project, shall be limited to \$50,000 or the total fee received by KPFF pursuant to this Agreement, whichever is greater. Further, no officer, director, shareholder or employee of KPFF shall bear any personal liability to Client for any and all injuries, claims, demands, losses, expenses or damages, of whatever kind or character, arising out of or in any way related to this Agreement or the services provided by KPFF on this project.

3. Mediation

All disputes between Client and KPFF arising out of or relating to this Agreement shall be submitted to nonbinding mediation prior to commencement of any other judicial proceeding.

4. Dispute Handling

KPFF shall make no claim against Client without first providing Client with a written notice of damages and providing Client thirty (30) days to cure before an action is commenced. The Client shall make no claim either directly or in a third-party claim, against KPFF unless the Client has first provided KPFF with a written certification executed by an independent professional currently practicing in the same discipline as KPFF and licensed in the state of the subject project. This certification shall a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to KPFF not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

5. Suspension of Services

If Client fails to make payments to KPFF in accordance with this Agreement, such failure shall provide KPFF the option to suspend performance of services under this Agreement upon seven (7) days written notice to Client. In the event of a suspension of services, KPFF shall have no liability for any delays or damages caused because of such suspension. Before resuming services, KPFF shall be paid all sums due prior to suspension and any expenses incurred by KPFF in the interruption and resumption of its services. KPFF's fees for the remaining services and time schedules shall be equitably adjusted. If any invoice is in dispute, Client shall pay under written protest to keep the project on schedule and resolve the payment dispute after substantial completion.

6. Termination

This Agreement may be terminated by either party with seven (7) days written notice to the other in the event of a substantial failure of performance by the other party through no fault of the terminating party. If this Agreement is terminated, KPFF shall be paid for services performed to the termination notice date, including reimbursable expenses due.

7. Ownership of Documents

The drawings, calculations and specifications are instruments of service and are, and shall remain, the property of KPFF, whether the project for which they are made is executed or not. They are not to be used on other projects or extensions to this project except by agreement in writing.

8. Contract Administration

It is understood that KPFF will not provide design and construction review services relating to safety measures of any contractor or subcontractor on the project. Further, it is understood that KPFF will not provide any supervisory services relating to the construction for the project. Any opinions solicited from KPFF relating to any such review or supervisory services shall be considered only as general information and shall not be the basis for any claim against KPFF.

9. No Third-Party Beneficiary

Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against KPFF or Client.

10. No Assignments

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

11. Payments

KPFF will submit monthly invoices. Payment is due on the date of the invoice and becomes delinquent one month thereafter. A late charge will be added to delinquent amounts at the rate of one-and-one-half percent (1 ½ %) for each one month of delinquency (or the maximum allowable by law, whichever is lower).

JOS

Mr. Frank Lawhead
December 16, 2020
Page 3

ASSUMPTIONS

- Construction support services have not been included and will be scoped at a later time.
- Preliminary SD and DD phases have been completed for the building and our design will commence at construction document (CD) design.
- As-Built documents for Phase 1 will be provided for our use in the Phase 2 design. As-Built documentation will be provided by the contractor.
- The sewer lift station is anticipated to be a low flow duplex ejector system to support the maintenance building flows and flows from a future decant facility. Design of electrical service, telemetry or SCADA required will be provided by others. Back-up generation, structures other than the manhole or mechanical ventilation is not anticipated or included in this proposal.
- Upstream flows from a future decant station tributary to the sewer lift station will be provided by the City of Gig Harbor.
- No modifications to stormwater elements constructed in Phase 1 will be triggered by this work. No drainage report (TIR) will be required.
- Civil designs will be bid lump sum.
- Contractor to provide project dewatering design.
- Existing dead tree removal to be provided by the project landscape architect.
- Gig Harbor Public Works internal permit review process will review the design documents (per previous discussion with Jeff Langhelm). Assume minor comment revisions and a few meetings with Gig Harbor to discuss. Revisions due to additional jurisdictional reviews, based on new issues, tenant revisions, schedule changes, or work scope not listed above is outside the scope of this proposal.

Mr. Frank Lawhead
December 16, 2020
Page 4

FEES

We propose to provide the above services on an hourly basis for an estimated maximum fee of \$ 28,000 in accordance with the enclosed Terms and Conditions, which are made part of this proposal:

Reimbursable expenses will be invoiced at our cost. For projects in Gig Harbor, these typically include courier charges and reproduction costs.

If this proposal meets with your approval, please sign below and return a copy for our file.

We appreciate the opportunity to be part of the project team and look forward to a successful and rewarding project. If you have any questions regarding this letter, please call me at (206) 622-5822.

Sincerely,



Tom Jones
Associate

cc: Mark Veldee, KPFF

WTJ:als
Enclosure
65400

Approved: _____ Date: _____

Lawhead Architects



January 15, 2021

Lawhead Architects
12342 Northup Way
Bellevue, WA 98005

Attention: Frank Lawhead

Subject: **Gig Harbor Public Works Facility**
Engineering Services Proposal (Revision 4)

Dear Frank:

Thank you for this opportunity to submit our proposal to furnish engineering services for this project.

Project Description

New 5500 square foot Admin/Operation building. An emergency generator was installed under an earlier phase and requires connections to this new building.

Scope of Services

Design Phase: Our work would consist of providing mechanical and electrical engineering, design, drawings, technical specifications, and construction cost estimates. Mechanical design includes heating/ventilation/air conditioning (HVAC) systems, exhaust, and plumbing. Electrical design includes electrical power, interior lighting, data/phone systems pathway/cabling, grounding for IT racks, access control system, CCTV camera system (recording only not active monitoring), UPS' (for LAN server and SCADA), electric vehicle charging stations capacity and conduit (no chargers), and building fire alarm. Fire alarm system would be covered by specifications and drawing notes with final design (and shop drawings) by the installing contractor. Our work includes mechanical energy code forms and electrical (lighting) energy code forms. Our work is limited to systems within the building footprint (except for electrical service to the building).

Bid Phase: Our work would consist of a review of substitution requests, and issuing any required mechanical/electrical addenda items.

Construction Phase: Not included.

Proposed Fee

We propose to provide this phase work on an hourly charge basis, based on the attached fee estimate and hourly rates.

Fee Summary:

Design	\$ 33,063
Bid	\$ 1,120
Construction	<u>Not Included</u>
Total	\$ 34,183

Reimbursable Costs: **\$ 200**

1111 Fawcett Avenue, Suite 100 • Tacoma, Washington 98402
T 253.383.3257 • F 253.383.3283 • general@hultzbhu.com

January 15, 2021
Lawhead Architects
Gig Harbor Public Works Facility
Engineering Services Proposal (Revision 4)
Page 2

Our fee would be billed monthly according to time incurred.

Assumptions/Qualifiers

1. We assume that you will provide us AutoCAD compatible backgrounds of the building and site.
2. Attendance at the pre-bid meeting and pre-construction meeting is not included.
3. Distribution of review, permit, and bid documents is by others (we will submit our documents electronically to you).
4. Life cycle cost analysis or other economic evaluations are not included.
5. Evaluation of building envelope components is not included.
6. Participation in Value Engineering (VE) activities or developing specialized documents for that purpose is not included.
7. Participation in constructability reviews or developing specialized documents for that purpose is not included.
8. Commissioning documents and commissioning of systems is by others
9. Submitting for permits and permit fees is not included (coordination in completing permit forms are included and responding to permit comments is included).
10. We assume design meetings would be via video conferencing or by phone.
11. Seismic design and anchoring of MEP systems is by others.
12. No unusual or detrimental conditions exist at the site or in the vicinity requiring any analysis or design consideration by us.
13. Emergency generator is existing and is sized and arranged to serve this building; we will be provided as-builts of this system.
14. Adequate water service (volume and pressure) is available at the site, so that no booster pumps or storage tanks are required in our scope.
15. Our work is limited to systems inside the footprint; except for site power to the building and site vehicle charging stations.
16. Design of a PV system is not included, but provisions for a future PV (as required by code) are included.
17. Our work for the SCADA system is limited to: showing location for the system on our plans, indicating the LAN connections, indicating the SCADA system UPS (and power connections).
18. UPS' will be selected by the Owner's IT department or by the SCADA contractor.
19. Active electronics (i.e. servers, phones, network switches, wireless access points, etc.) will Owner furnished and installed.
20. IT racks are Owner furnished and installed.
21. Owner will coordinate for Comcast service (we understand conduits are in place, which the Owner previously coordinated).

Sincerely,
Hultz|BHU Engineers Inc.



Rick Hultz, PE
Principal


eccosDesign LLC

December 16, 2020

Frank Lawhead
Lawhead Architects, P.S.
12342 Northup Way
Bellevue, WA 98005

Re: Gig Harbor PW – Phase 2

Dear Mr. Lawhead,

Thank you for the chance to discuss this upcoming project and the chance to prepare the attached proposal.

Once again thank you for the opportunity to be involved with this project. We are committed to providing you with a product you are satisfied with. Of course, if I may provide you with any additional information at any time, please do not hesitate to contact me.

Sincerely,



Patrik Dylan

505 South First Street
Suite B (off the alley)
Mount Vernon, WA 98273

360.419.7400 – phone
800.508.2017 – toll free fax

www.eccosdesign.com

PROPOSAL

Project understanding and scope of work

The client is proposing to a second phase of this project in Gig Harbor WA. In support of this project Eccos Design LLC (ED) is proposing to provide services related to landscape and irrigation design. The landscape and irrigation design will be for the new building. In addition, mitigation replacement planting is required for 10 trees that have died or are hazard trees to be removed in the preserved wetland and buffer plants that will be disturbed during Phase 2 construction.

The scope will be delivered in 3 Tasks:

1. Prelim landscape plan for client and city review
2. Final landscape, irrigation, and detail plans
3. Bidding and CA support

1. Preliminary Landscape Plans (DD)

1. ED will coordinate with the client (and others as identified by the client) to determine the nature and scope of the project and present work to date.
2. ED will review planning documents to date, the Arborist Assessment, and city code regarding landscape development code.
3. Drawings to include:
 - Schematic Planting that illustrates the design intent of the building landscape and additional mitigation area landscape.

Deliverables;

1. Coordination with Clients architect and civil engineer and project representative
 - ongoing phone and e-mail coordination
2. Site Visit.
 - Should the owner require, one site visit to refine the placement of mitigation trees will be made
3. Design Development Review Landscape Plan and on-sheet notes of the project.
 - Internal review set to be a line drawing (1 submittal)
 - DRAFT 3-part Spec for owner review
 - Both Electronic (PDF) and hard copy (3 copies) will be made available.
 - NO irrigation at this time

2. Final Landscape and Irrigation Drawings, 3-part specifications

1. Drawings at 100% final bidding submittal to include the following estimated 4 sheets:

Deliverables;

1. Planting plan drawings and on-sheet notes of the project. (up to 3 sheets)
 - 1:20 scale – 1 sheets planting
 - Notes, legend, planting details, soil spec – 1-2 sheets
2. Irrigation plan drawings and on-sheet notes of the project. (up to 2 sheets)
 - 1:20 scale – 1 sheets irrigation
 - Details, legend, notes, equipment schedule – 1 sheet
3. ED will prepare a final cost estimate

4. ED will prepare 3-part specifications related to planting and irrigation

3. Bidding and Construction Administration (on call as needed)

Bidding

1. Answering questions posed by prospective bidders.
2. Preparation of up to 2 addenda to the contract documents prior to receipt of bids.

Construction Administration

1. Pre-Con Meeting and notes
2. Site Visit 1 – Review sub-grade and plant material prior to installation with selected contractor. Meeting notes
3. Site Visit 2 – Review install of plant material and observe irrigation coverage test with contractor. Generate punchlist. Meeting notes
4. Site Visit 3 – confirm punchlist (optional)
5. Review Submittals
6. Answer RFI's/Issue Field Order/Change Order Review/Pay App Review Support to Lead

Fee Estimate:

Task 1 –Design development Drawings; draft specs at DD; no irrigation	\$1,500
Task 1.1 –Site Visit to review mitigation planting area	\$1000
Task 2 – Full Construction Documents (including irrigation design); up to four (4) sheets 3-Part Specifications Cost Estimate	\$2,500
Task 3 – Bidding and Construction Admin (on call as needed, budget includes travel)	\$4,000

General Assumptions for all tasks:

- Base plan changes received from architect or civil to not exceed 4 revisions for all phases
- Lighting, parking layout, site details including walls and fences by others
- Level of detail provided will be enough for an experienced contractor to construct.
- Design coordination limited to phone and e-mail
- 3 sets of prints and/or PDF's are included
- As Built drawings are not included
- Site survey will be provided

Excluded Services

- A. Eccos Design LLC is not responsible for locating lot lines; subsurface conditions; soil issues (including soil content, level of compaction, structural issues); drainage; utilities' location including septic system; signage; security lighting; insurance requirements; bidding requirements; project budget; maintenance after completion.

Rights to Design and Drawings

Eccos Design LLC shall retain all rights to the design and drawings, which are produced in connection with this project. They are to be used only with respect to this project and are not to be used on any other project.

A Note on Fee Ranges:

Every available opportunity is made to communicate with client the fee structure and range, but this guide is only the broadest generalization. Depending on client desires and site-specific constraints, fee range is just as often less as it is more than indicated here. Other factors not included, which may increase costs include preparation of base map/survey work, Computer modeling, extensive color graphics and renderings, or particularly complex projects. The best basis for estimating costs is continuous consultation with the project Landscape Architect.

Retainage:

A No retainer is required for this project.

Compensation and Payments

- A. Client agrees to pay Landscape Architect as follows:
1. Basic Services: Hourly Rate of \$120.00 not to exceed negotiated amount shown above, including retainer.
 2. Additional Services: Hourly rate not to exceed negotiated amount.
- B. Reimbursable Expenses are subject to a multiple of 1.1 and include, but are not limited to, reproduction, postage, and handling of documents; long distance and facsimile charges; authorized travel; and Client requested 3rd party renderings and models. Mileage is reimbursed at standard federal rate for travel outside of Skagit County.
- C. Landscape Architect shall bill Client for Basic and Additional Services and Reimbursable Expenses once a month. All payments are due Landscape Architect upon receipt of invoice. A service charge of 1.5% per month will be charged on all amounts due more than 30 days after the date of invoice.

Miscellaneous Provisions

- A. Client agrees to indemnify, defend and hold Eccos Design LLC harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred on appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injury or death, or economic losses, arising out of the Project and/or the performance or non-performance of obligations under this Agreement, except to the extent such damages or losses are found by a court or forum of competent jurisdiction to be caused by Eccos Design's negligent errors or omissions.
- ~~B. Client understands and acknowledges that the design and construction process for this Project poses certain risks to both Eccos Design LLC and Client. Client further understands and acknowledges that the amount of risk that Eccos Design LLC can accept is tied, in part, to the amount of compensation received for services rendered. The fee for the services offered is based on Client's agreement to limit the liability of Eccos Design LLC as described below. Client further acknowledges that were it not for this promise to limit the liability of Eccos Design LLC, compensation would need to increase to address the risks posed by this Project.~~

Proposal 1307-2
Gig Harbor Public Works - Phase 2

- ~~C. Client, therefore, voluntarily agrees that, to the fullest extent permitted by law, the total liability of Eccos Design LLC to Client for any and all injuries, claims, liabilities, losses, costs, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, negligence, errors, omissions or breach of contract, shall not exceed 100 percent of the total compensation received by Eccos Design under this Agreement. This limitation of liability shall apply to Client's direct claims and Client's claims arising from third parties.~~
- D. Eccos Design LLC agrees to provide its professional services in accordance with generally accepted standards of its profession. Eccos Design agrees to put forth reasonable efforts to comply with codes, laws, and regulations in effect as of the date of this agreement.

Eccos Design LLC

Company



Signature

Patrik Dylan

Printed Name

December 16, 2020

Date

Address

Phone

Fax

Date

Bill Acker Consulting Services
Information Generated from Practical Experience in the Current Market Place

PHONE (360) 895-1756 • FAX (360) 874-2062
P.O. BOX 1213
GIG HARBOR, WA 98335
LICENSE I.D. #601 251 567

December 30, 2020

Lawhead Architects, PS
1239 120th Avenue NE
Suite D
Bellevue, WA 98005

Dear Derek Michel:

Thank you for considering my services to provide an estimate and review update on a New Operations Building at the City of Gig Harbor's Public Works Facility. My proposed estimate & review fee to cover full project construction costs is as follows:

20 hours x \$120 per hour = \$2,400

This is the same amount as the proposed fee for the initial estimate, based on the logic that the time saved working off a previous estimate template will be balanced by there being more detail to sort out and review. As with the previous estimate, this may be considered as an hourly not-to-exceed fee, where the invoice could come in less depending on how smooth things go but would not exceed \$2,400.

I look forward to working with you again.

Sincerely,



Bill Acker

Bill Acker Consulting Services



Business of the City Council City of Gig Harbor, WA

Subject: Resolution 1197 - Reject all Bids for the Air Gap/Break Tank System Project

Proposed Council Action: Pass Resolution 1197 rejecting all bids for the Air Gap/Break Tank System Project

Dept. Origin: Public Works/Wastewater

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

For Agenda of: February 22, 2021

Exhibits: Resolution 1197

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:

EX 1-29-21
FW 01/28/2021
ok'd by Atty 1/26/21
QR 1/28/21
PW 1/27/21

Expenditure Required	\$0.00	Amount Budgeted	\$41,000	Appropriation Required	\$0.00
-----------------------------	--------	------------------------	----------	-------------------------------	--------

INFORMATION/BACKGROUND

The Air Gap/Break Tank System Project provides for the replacement of the current makeshift system that does not meet the demand of the current centrifuge operation. This project will make the system compliant with the Department of Health and the City of Gig Harbor Water Department requirements.

Bids were solicited for the project in December 2020 using the City's Purchasing Process. A total of three bid proposals were received by the City. Bid results from each bidder are summarized below:

No.	Bidder	Bid Amount
1	Triangle Pump & Equipment, Inc.	\$26,033.65
2	Technology International, Inc.	\$41,161.42
3	Pumptech, Inc.	\$43,208.25

All three bidders were unable to comply with the requirements necessary to proceed due to irregularities in their bids. Staff recommends rejecting all bids for the Air Gap/Break Tank System. The City hopes to re-bid this work in the first quarter of 2021.

FISCAL CONSIDERATION

The Project is included in the 2020 Wastewater Division Operating Capital Outlay Budget as Objective 3. The total project budget is \$41,000.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION/MOTION

Pass Resolution 1197 rejecting all bids for the Air Gap/Break Tank System Project.

RESOLUTION NO. 1197

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
GIG HARBOR, WASHINGTON, REJECTING ALL BIDS
RECEIVED ON AIR GAP/BREAK TANK SYSTEM
PROJECT**

WHEREAS, the City of Gig Harbor recently invited bids on the Air Gap/Break Tank System Project located at the City's Wastewater Treatment Plant and using the City's Small Public Works Bidding process through the MRSC roster; and

WHEREAS, on December 31, 2020, the City received three responsive bids; and

WHEREAS, all three bidders were unable to comply with the requirements necessary to proceed with the contract work due to irregularities in their bids; and

WHEREAS, the City will be rejecting all bids for the Air Gap/Break Tank System project and hopes to re-bid this work in the first quarter of 2021; and

WHEREAS, the City wants to reject all bids in accordance with the City's reservation of right to reject any or all bids as set forth in its Invitation to Bidders and as authorized by RCW 39.26.160; Now, therefore,

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

Section 1. Rejection of Bids. All bids received by the City of Gig Harbor on the Air Gap/Break Tank System Project are hereby rejected.

RESOLVED this 8th day of February, 2021

CITY OF GIG HARBOR

MAYOR, KIT KUHN

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY M. TOWSLEE

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO. 1197



Business of the City Council City of Gig Harbor, WA

Subject: Appointment of Larry Bradbury to the Planning Commission and Salary Commission

Proposed Council Action: Move to confirm the appointment of Larry Bradbury to the Planning Commission (term expiring July 31, 2024) and to the Salary Commission (term expiring September 30, 2024)

Dept. Origin: Administration

Prepared by: Mayor Kuhn

For Agenda of: February 8, 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

YK 2-1-21

1/10/2024

N/A

N/A

N/A

Expenditure Required	\$0	Amount Budgeted	\$0	Appropriation Required	\$ 0
-----------------------------	------------	------------------------	------------	-------------------------------	-------------

INFORMATION/BACKGROUND

Based on the recommendation of the Board & Commission Candidate Review Committee, the Mayor is appointing Larry Bradbury to the Planning Commission (term expiring July 31, 2024) and to the Salary Commission (term expiring September 30, 2024). These appointments require Council confirmation.

FISCAL CONSIDERATION

None

BOARD OR COMMITTEE RECOMMENDATION

See above.

RECOMMENDATION/MOTION

Move to confirm the appointment of Larry Bradbury to the Planning Commission (term expiring July 31, 2024) and to the Salary Commission (term expiring September 30, 2024)



Business of the City Council City of Gig Harbor, WA

Subject: On-Call Professional Services –
Professional Services Contract

Dept. Origin: Public Works

Proposed Council Action: Approve and authorize the Mayor to execute a Professional Services Contract with Parametrix for on-call professional services to support engineering projects, in an amount not to exceed \$250,000.

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

For Agenda of: February 8, 2021

Exhibits: Professional Service Contract with
Scope and Fee

Concurred by Mayor: *✓✓ 2/1/21*
Approved by City Administrator: *PL 02/01/2021*
Approved as to form by City Atty: *02/01/21*
Approved by Finance Director: *SP 2/1/21*
Approved by Public Works Dir.: *2/1/21*

Expenditure Required	\$250,000	Amount Budgeted	\$300,000	Appropriation Required	\$0
---------------------------------	------------------	----------------------------	------------------	-----------------------------------	------------

INFORMATION/BACKGROUND

As part of the 2021 Budget adoption process, the City Council adopted Engineering Full Time Equivalents (FTE's) for purposes of reviewing engineering needs and provide assistance in completing Capital Improvement projects within the 2021 budget accordingly, in the not to exceed amount of \$300,000. For budgeting purposes, this amount is split evenly across Street Capital, Park Development, and Water, Storm and Wastewater Capital funds and included within the Professional Services account.

The proposed Professional Services Contract with Parametrix provides the necessary survey, design and permitting consultant services to accomplish this assistance.

FISCAL CONSIDERATION

This project is funded in the City's 2021 Budget from multiple sources. All anticipated 2021 funding sources and project expenses are outlined in the table below.

2021 Budgeted Project Funds	
Streets Capital (Fund 102) Professional Services	\$ 60,000
Parks Capital (Fund 109) Professional Services	\$ 60,000
Stormwater Capital (Fund 412) Professional services	\$ 60,000
Water Capital (Fund 420) Professional Services	\$ 60,000
Wastewater Capital (Fund 410) Professional Services	\$ 60,000
Total =	\$300,000
2021 Anticipated Project Expenses	
Parametrix Professional Services Contract	(\$ 250,000)
Remaining 2021 Budget =	\$50,000

BOARD OR COMMITTEE RECOMMENDATION

None

RECOMMENDATION/MOTION

Approve and authorize the Mayor to execute a Professional Services Contract with Parametrix for on-call professional services to support engineering projects, in an amount not to exceed \$250,000.

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

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

RECITALS

WHEREAS, the City is presently engaged in On-Call Professional Services for Engineering Projects 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 Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00) 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:	City of Gig Harbor
ATTN: David Dinkuhn	ATTN: Trent A. Ward
Parametrix, Inc.	City of Gig Harbor
60 Washington Ave, Suite	3510 Grandview Street
390	Gig Harbor, WA 98335
Bremerton, WA 98337	(253) 851-6170
360/471-3917	

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

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

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

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its: Division Manager

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit A SCOPE OF WORK

City of Gig Harbor On-Call Professional Services

The purpose of this scope of work is to lay the framework for on-call professional services to support engineering projects for the City of Gig Harbor.

Approach

Parametrix will provide on-call professional services including, but not limited to, survey, design, and permitting support. Specific services will be requested by the City on a task order basis. Approach, assumptions, deliverables, and budget for each project will be specified in a written task order or email authorization issued by the City.

Assumptions

- Services will be provided upon request and will be billed based on a negotiated not-to-exceed budget per task order. Billing rates for proposed Parametrix staff are provided in Exhibit A.
- Most project meetings will occur virtually on-line.
- Staff attending site visits or performing field work will bill travel time and mileage from the Parametrix office the employee reports to. Field staff listed in Exhibit A are all based in the Bremerton office with the exception of the Sr. Structural Engineer, who is based in the Puyallup office.
- Parametrix Project Manager will submit progress letters and invoices monthly for each on-call task.

Deliverables

- Technical memoranda, design plans, specifications, and estimates (PS&E), permit applications, survey base maps, easement exhibits, or other deliverables as requested.

Budget

Individual task order budgets will be prepared at the City's request. Total contract value will not exceed \$250,000, unless authorized in writing by the City.

Schedule

Through December 31, 2021

EXHIBIT B

Parametrix City of Gig Harbor - 2021 On-Call Billing Rates

Name ¹	Classification	Billing Rate ²
David Dinkuhn	Sr. Consultant	\$236.97
Adam Merril	Sr. Planner	\$156.60
Rhiannon Sayles	Engineer IV	\$150.64
Cooper Odegard	Engineer II	\$113.62
Steve Wagner	Sr. Structural Engineer	\$216.47
Bob Pusey	Survey Supervisor	\$212.81
Jade Austin	Surveyor II	\$91.67
Kristy Allinson	Sr. Surveyor	\$131.61
Kerrel Bell	Surveyor III	\$144.29
Joanna Johnson	Engineer II	\$110.70
Jason Ceralde	Planner II	\$110.58
Shanon Harris	Project Controls Specialist	\$120.87
Amanda Lucas	Publications Supervisor	\$114.57
Lori Gilbertson	Sr. Project Accountant	\$127.13
Jean Johnson	Sr. Contracts Administrator	\$148.68

¹ Key Parametrix project staff and fully burdened billing rates are shown. Additional project staff will be used as needed to fulfill Work Order requirements and will be billed at Parametrix's standard (fully burdened) billing rates.

² These hourly rates were effective October 1, 2020 and are based on a 3.07 multiplier x direct rate.

2021 Presentation for Gig Harbor City Council

SOUTH SOUND HOUSING AFFORDABILITY PARTNERS

FEBRUARY 8, 2021

JOHN HOWELL, CEDAR RIVER GROUP

MARTY KOOISTRA, SAPWOOD ADVISORS



SOUTH SOUND HOUSING AFFORDABILITY PARTNERS

Shaping the Future of Housing Opportunities in Our Pierce County

What We Will Cover Today:

How Did We Get Here?

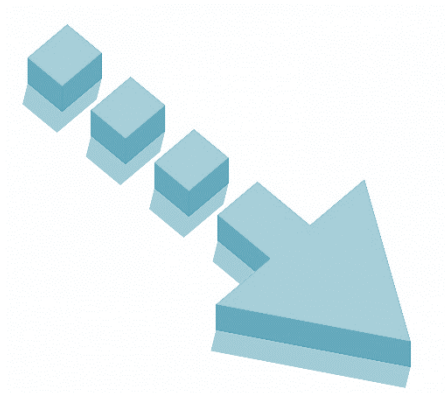
What Would SSHAP Do and What is its Value?

What Is The Current Status?

What Happens Next?

What Will We Need To Decide?

Discussion and Questions



How Did We Get Here?

Previous Meetings About SSHAP with Gig Harbor Council

- ❖ Mayor Kuhn participates in monthly SSHAP Steering Committee meetings
- ❖ October 5th, 2020 – Initial briefing with Planning and Building Committee
- ❖ December 7th 2020 – Additional discussion with Planning and Building Committee and recommendation to forward to full Council
- ❖ February 8th 2021 – Full Council discussion about joining SSHAP

Annual financial contribution estimate for Gig Harbor ranges from \$4,000 - \$4,500, depending on number of jurisdictions that join SSHAP

The Pierce County Housing Reality



June 15, 2017

We're growing faster than King County — and our rents prove it

Oct 1, 2018

Tacoma's median rent for a two-bedroom apartment matches D.C.'s

The Pierce County Housing Reality (cont.)

Dec 8, 2020

Organizers of a recent forum for the Pacific NorthWest Economic Region (PNWER) said the rise of virtual platforms like Zoom has prompted knowledge workers to flock to “Zoom towns.”

Dec 28, 2020

“Spanaway tops list of toughest places in the US to buy a home.”

Seattle Times

Rent Changes in 2020

As the pandemic drew renters away from central city neighborhoods, rents fell across the Seattle area in 2020. But in some outlying areas, like Puyallup, Federal Way and Auburn, rents rose instead. The prices below are average asking rents for all sizes of apartments.

AREA	ASKING RENT PER UNIT	YEAR CHANGE
Lake Union	\$2,076	-14.2%
Downtown Seattle	\$2,175	-12.7%
Central Seattle	\$1,670	-6.8%
Ballard	\$1,709	-6.3%
West Seattle	\$1,555	-6.2%
Redmond	\$1,954	-6%
Bellevue	\$2,160	-5.5%
Queen Anne	\$1,728	-5%
Kirkland	\$1,921	-3.2%
South Seattle	\$1,510	-2.7%
Northeast Seattle	\$1,625	2.3%
North Seattle	\$1,449	-2.3%
Issaquah	\$2,100	0.2%
Bothell/Kenmore	\$1,833	0.3%
Lynnwood	\$1,550	0.3%

AREA	ASKING RENT PER UNIT	YEAR CHANGE
Renton/Tukwila	\$1,623	0.7%
Burien/Des Moines/SeaTac	\$1,395	1.0%
Shoreline	\$1,574	1.1%
Kent	\$1,543	1.3%
Everett	\$1,451	1.4%
Snohomish County	\$1,614	3.2%
Eastern King County	\$1,920	3.3%
Federal Way	\$1,447	3.5%
McChord	\$1,285	3.6%
Auburn	\$1,419	3.8%
Gig Harbor	\$1,655	3.9%
Tacoma	\$1,275	4.3%
Outlying Pierce County	\$1,611	4.9%
Puyallup	\$1,439	5.7%

Source: CoStar

MARK NOWLIN / THE SEATTLE TIMES

Housing Affordability in Pierce County

- Fair market rent for 2-bedroom apartment: \$1408
- 2-bedroom housing wage: \$27.08 (\$56,320 annually)
- Minimum wage work week to afford a 2-bedroom : 80 hours
- 30% Area Median Income (AMI) equals \$26,190 annually
- Affordable rent at 30% AMI: \$655
- 60% AMI is \$52,380.
- Affordable rent at 60% AMI is \$1,310

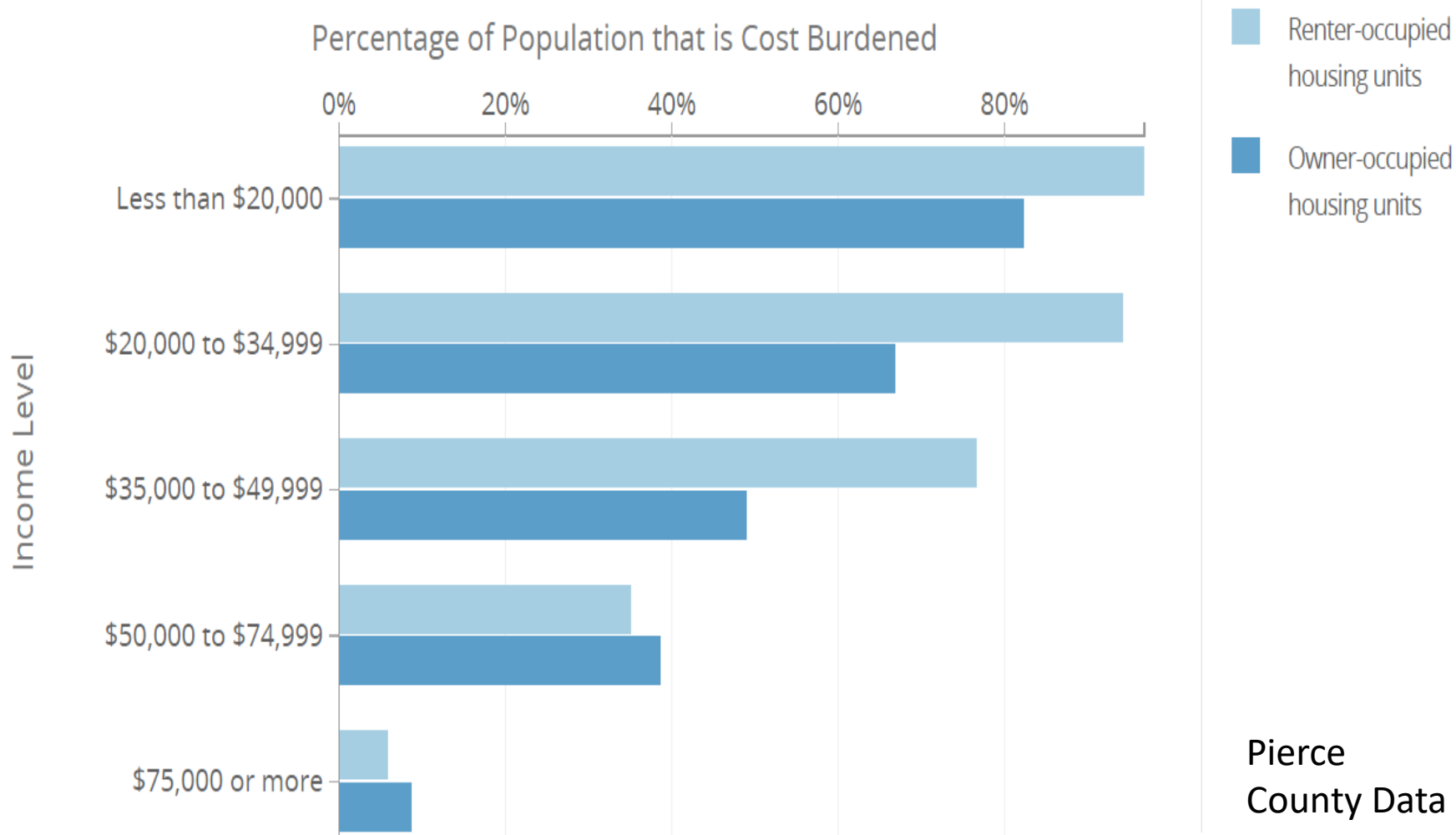
Source: *Out of Reach 2020* (National Low Income Housing Coalition)

Housing Affordability in Pierce County

- Median price of a home in Pierce County November 2020 \$427,938:
 - 14% increase since November 2019
 - 12% projected increase over the next year (Zillow)
- Estimated income need to purchase a median home **\$95,000.**
 - Hourly wage at \$95,000 = \$45.67 hour
- Median Household Income 2020 **\$77,375.**

❖ **Important Note: Incomes in Pierce County are 20% less than King County while construction costs are about 5% less than in King County**

Cost-Burdened Households



Between 2020 and 2050 the region needs 810,000 additional housing units to accommodate future growth and over one-third of future units will need to be affordable to moderate and low-income households

Does Not Reflect Current Need

Total Housing Units Needed by Income Segment, 2020-2050

	King County		Kitsap County		Pierce County		Snohomish County	
	# Units	% of Units	# Units	% of Units	# Units	% of Units	# Units	% of Units
0-80% AMI	148,000	35%	16,000	37%	60,000	37%	69,000	37%
Above 80% AMI	270,000	65%	27,000	63%	101,000	63%	117,000	63%
Total	418,000		43,000		161,000		186,000	



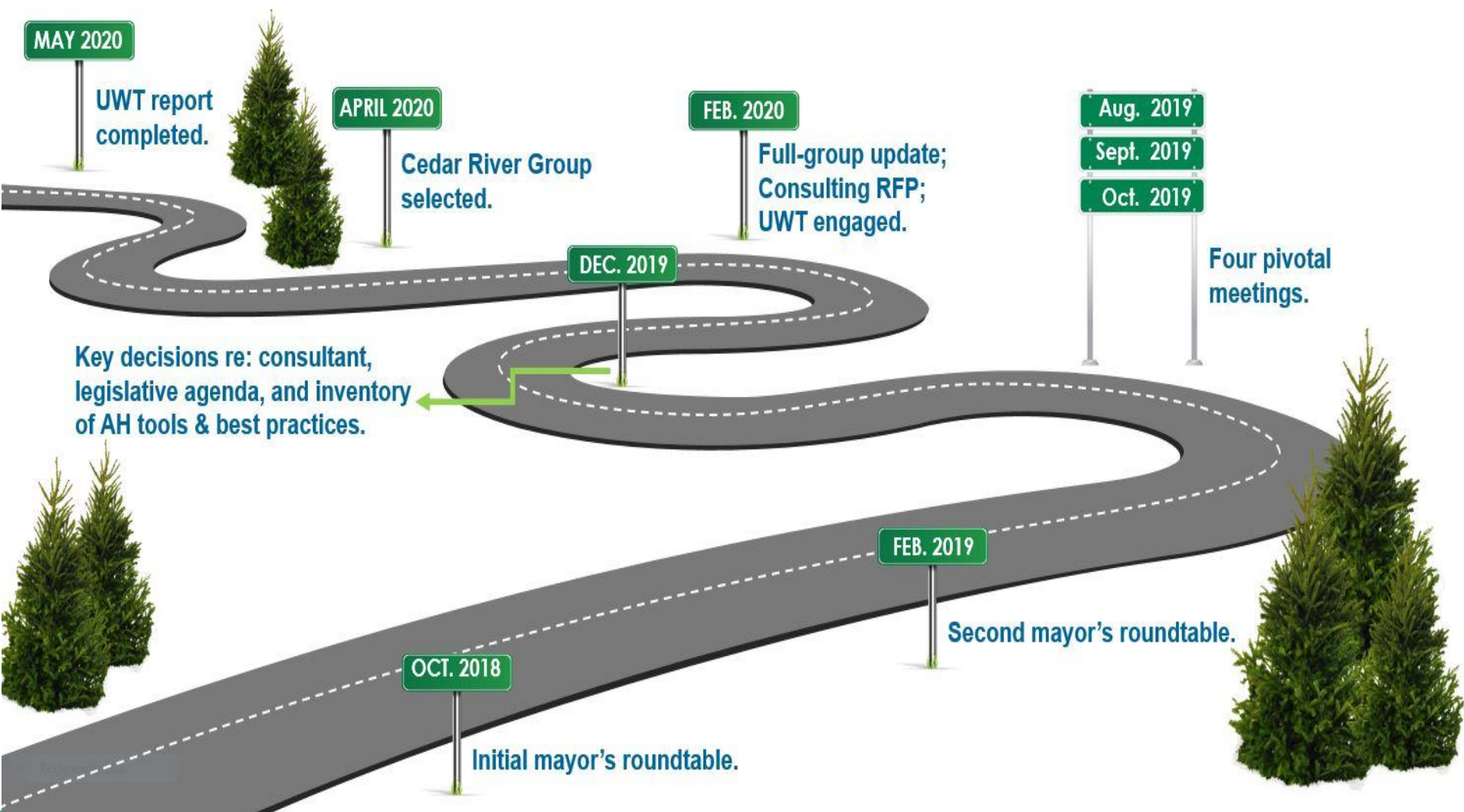
Different approaches needed for different household area median income



Lower housing costs require greater public intervention and other actions available to governments to address affordability/attainability



The SSHAP Journey





What Would SSHAP Do and What is its Value?

Models Exist to Benchmark

Within the Puget Sound region there are three regional entities in existence that focus on affordable housing:

- ❖ Alliance for Housing Affordability (AHA). A formal collaborative of 13 jurisdictions operating in Snohomish County since 2013
- ❖ A Regional Coalition for Housing (ARCH). A formal collaborative of 15 jurisdictions operating in east King County since 1992.
- ❖ South King Housing and Homelessness Partners (SKHHP). A formal collaborative of 10 jurisdictions operating in south King County since 2019

NOTE: See the document in your packet that outlines some of the accomplishments of these collaborations.

Options for What SSHAP Might Do

Customized Individual Support	TECHNICAL ASSISTANCE – Subject matter expert advice and consultation for members on comprehensive plans, code revisions, land use/zoning regulations, affordability incentives, etc.
	INNOVATIVE DEVELOPMENT CONSULTATION – Housing experts work alongside government staff and developers to find innovative solutions to make potential projects feasible and financially viable
	POLICY SUPPORT – Track housing policies, programs, and initiatives across the nation, offering best practices and how policies can be adapted to individual city needs
The Power of Collaboration	LEGISLATIVE ADVOCACY – Serve as a unified voice on state and federal policy: develop shared policy goals, track legislation, and advocate for additional funding options
	ATTRACT INVESTMENT – Formal collaboration, a committed work plan, and refined messaging make a strong case for attracting outside funding
	INCREASE SUPPLY OF HOUSING – With identified funding sources, some coalitions pool funds to add housing options through member-approved capital projects in the region
Community Coalition Building	COMMUNITY EDUCATION & ADVOCACY – Fact sheets and presentations for Community and Policymaker education; Building of community support/political will
	CENTRALIZED ADMINISTRATION & TRANSPARENCY – While generally operating with very lean staffing, coalitions provide accounting/administration of individual contributions and ensure that coalition budgets/work plans are understood and approved by all member jurisdictions

What SSHAP Might Do (cont.)

- The workplan will be shaped by the member governments. The Executive Board will approve a prioritized annual workplan with key performance indicators to measure progress.
- SSHAP staff will work with each participating government to create service and support plans designed around their unique needs and interests. Some workplan activities will be universally applicable for all members.

How Will SSHAP Help Our Community?

- Housing need while acute, varies from community to community in terms of the type of housing and income spectrum. For this reason, the workplan will encompass various approaches to creating affordable/attainable housing.

Important Note: Workplan will honor and overlay the work already being done by various governmental or nonprofit organizations to avoid any duplication of efforts.

Why Participate? Three Key Points

A SSHAP steering committee member recently summarized one perspective as to the value SSHAP's work will offer members:

- *Provide universal support for policy and program development across participating member governments*
- *Make unique staffing support available for each participating government seeking assistance related to housing affordability/attainability work*
- *Design and support demonstration projects that yield additional affordable/attainable housing that might also be replicated*

Each
Government
Is Welcome
To Join

Participation in SSHAP is
totally voluntary



Process and expectations to
be part of SSHAP will
reviewed in subsequent
slides



What Is The Current Status?

Work Completed So Far

- ✓ Stakeholder interviews with governments and 3 focus groups
- ✓ Review of other similar regional and national collaborations
- ✓ Drafted potential focus areas for workplan consideration
- ✓ Drafted budget scenarios to provide range of contribution that will be needed by each government
- ✓ Drafted a potential capital fund strategy for SSHAP
- ✓ Drafted administrative agency options
- ✓ Drafted FAQ document to provide answers to most common questions

Where We Are Today

- The Steering Committee has recommended that SSHAP evolve from its current informal approach to a formal structure with staff support
- As of February 1, 2021, leaders of 11 governments have indicated their desire to see a draft Intergovernmental agreement (IGA) that would formalize SSHAP
- Steering committee has provided guidance on several key elements of the IGA
- Steering committee is recommending that Pierce County serve as the Administrative Agency for both hosting SSHAP staff and fiscal management

Governments Considering IGA

*Logos indicate governments supportive of proceeding to review IGA. Those **without logos** are undecided.*



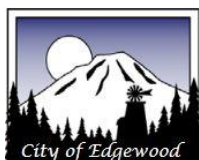
Bonney Lake

Buckley

Carbonado

Dupont

Eatonville



Fircrest



Milton



Pacific



Roy

Ruston

South Prairie

Steilacoom

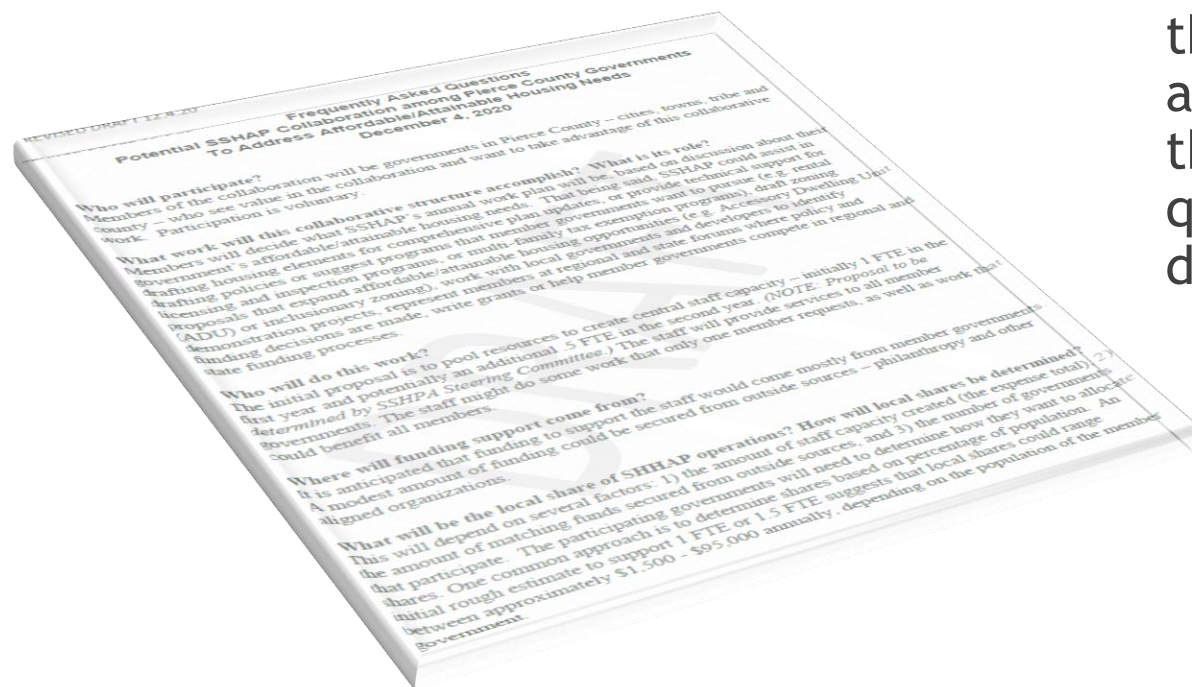


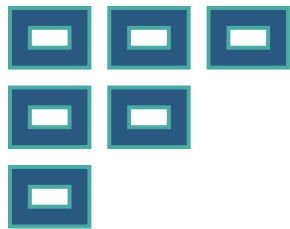
University
Place

Wilkeson

FAQs

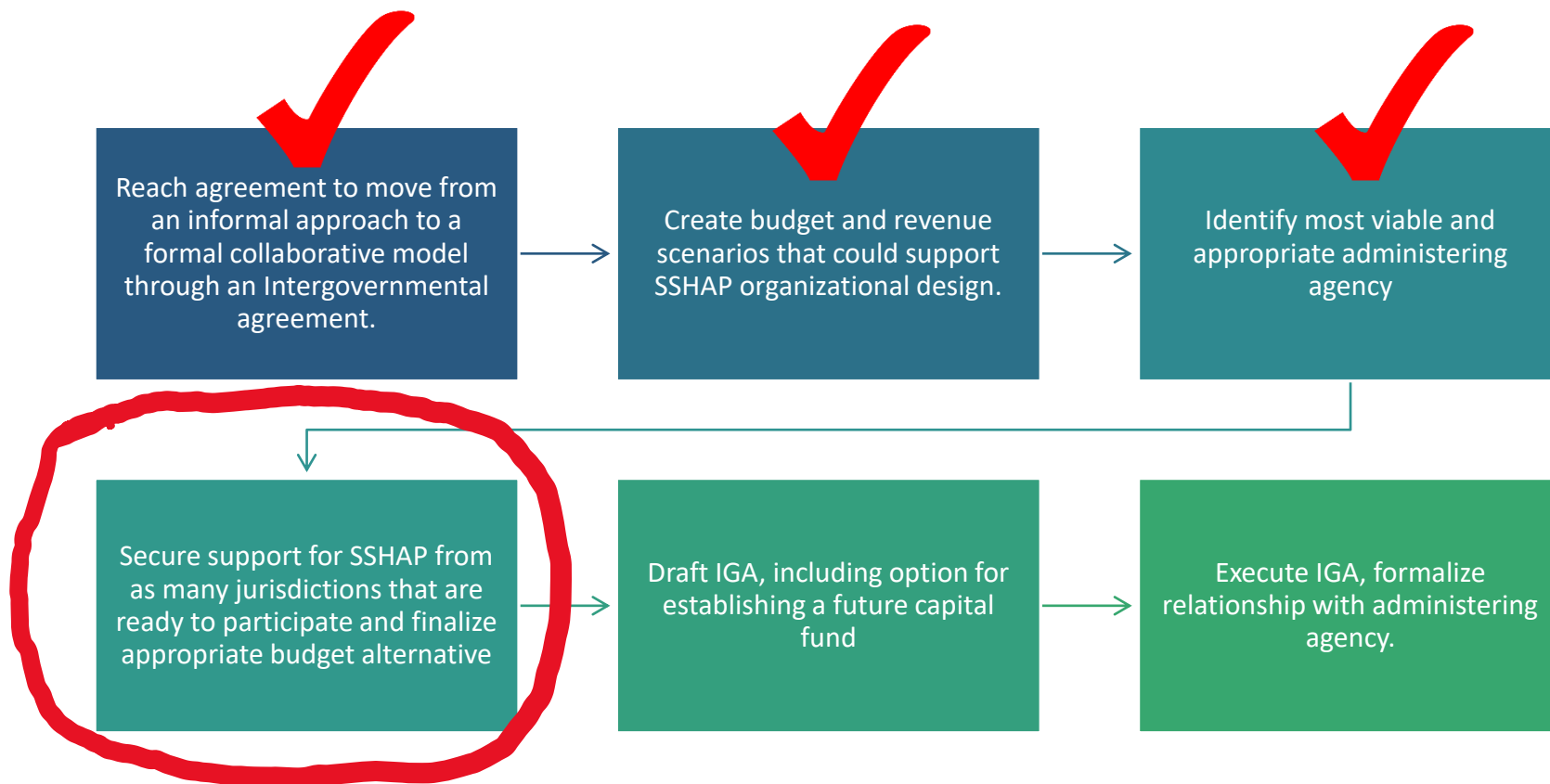
A document is available in your information packets that provide detailed answers to many of the most common questions raised to date



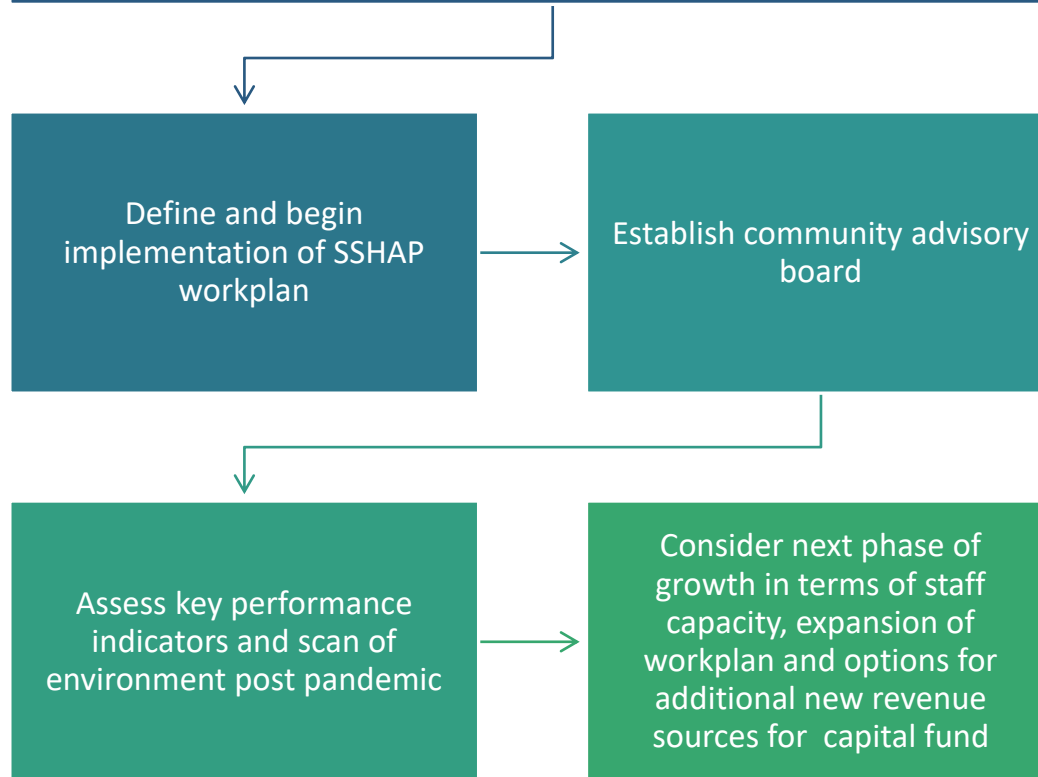


What Happens Next?

The Roadmap Forward

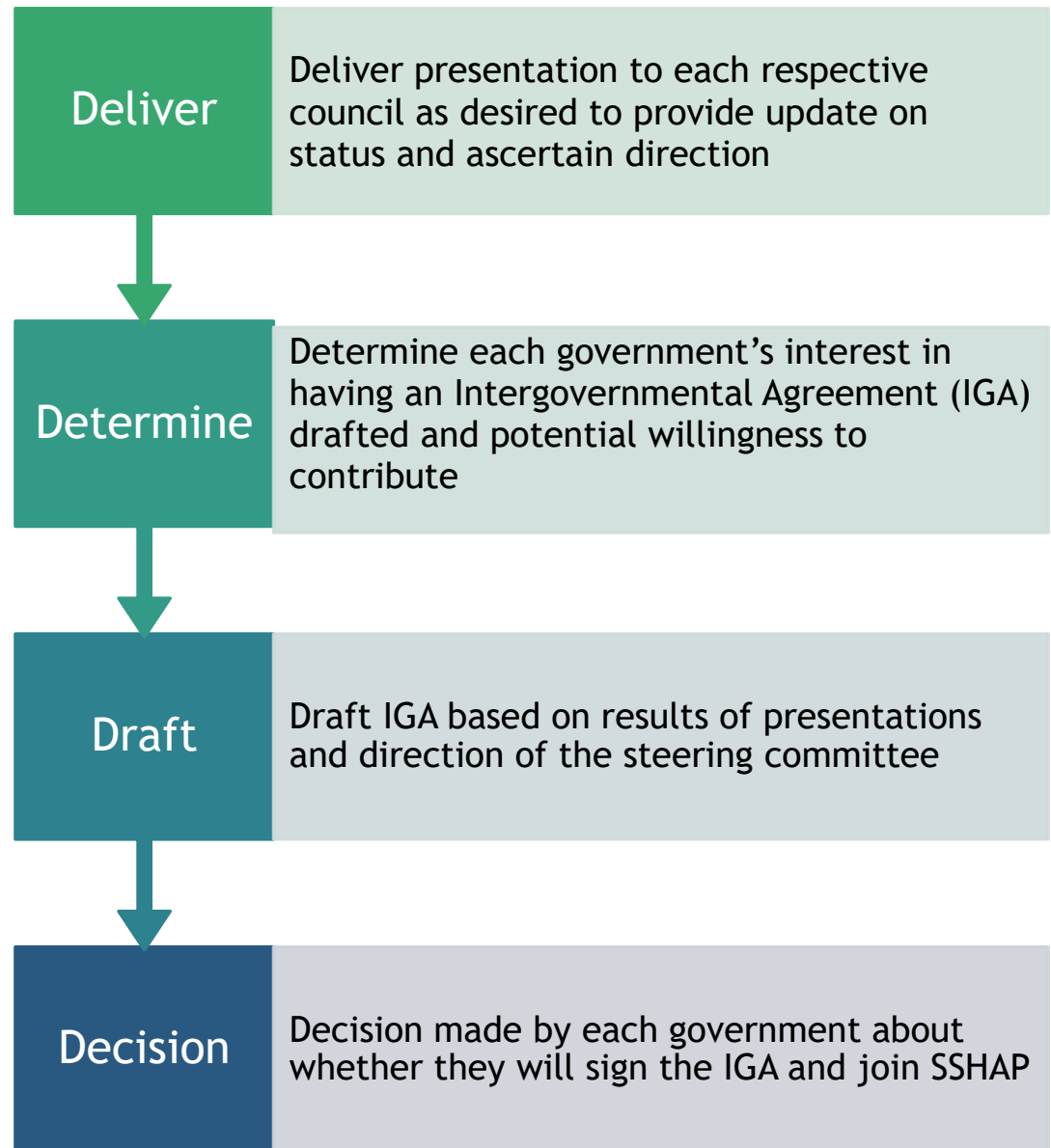


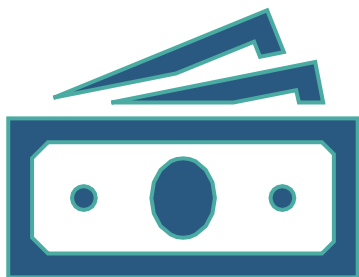
Name and launch Executive Board and hire
Executive Manager
JUNE 2021 GOAL



2021-22 Roadmap Forward (cont.)

Priority Next Steps



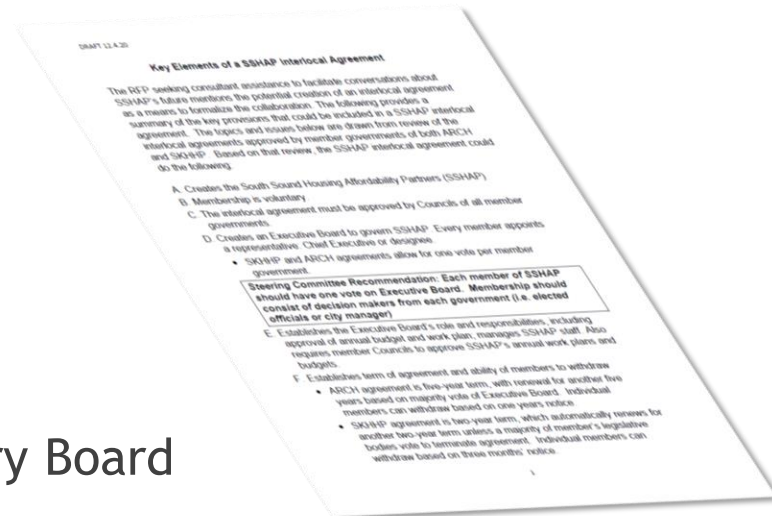


What Will We Need To Decide?

1) Specifics of Intergovernmental Agreement

Details such as:

- Governance
- Voting Rights
- Term of agreement
- Creation of operating fund
- Administrative Agency Role
- Creation of Community Advisory Board
- Potential for a capital fund



**Each government will have to review the final draft of the IGA and make a decision about whether to sign it.*

2) Financial Commitment

Based on the budget scenarios document the range of annual financial commitment from Gig Harbor is:

\$4,000 to

\$4,500

depending on how many governments participate.

DRAFT STRAW PROPOSAL OPTION 1 (11.04.20)

YEAR 1
1 FTE w/ Gov'ts Providing 2020 Funding
6 months of Operations 1 FTE

Shares for participating cities:	Population (OHM 2020 est)	% of Population	Option A: Strict Population	Option B: Grouped by Asset
Auburn	9,990	1%	1,000	1,750
Elle	10,200	1%	1,000	1,750
Gig Harbor	11,240	1%	1,100	1,750
Lakeview	60,000	6%	6,000	10,000
Puyallup	42,700	4%	4,200	6,000
Puyallup Tribe	6,000	0%	0	1,000
Steilacoom	10,360	1%	1,000	1,750
Sumner	213,300	21%	21,000	20,000
Tacoma	426,200	42%	42,000	42,000
Unincorporated Pierce Co	796,515	79%	79,000	85,000
TOTAL			84,300	85,000

YEAR 2
Gov'ts Providing 2020 Funding, Full Year of Operations 1 FTE

Shares for participating cities:	Population (OHM 2020 est)	% of Population	Option A: Strict Population	Option B: Grouped by Asset
Auburn	9,990	1%	1,000	3,000
Elle	10,200	1%	1,000	3,000
Gig Harbor	11,240	1%	1,100	3,000
Lakeview	60,000	6%	6,000	10,000
Puyallup	42,700	4%	4,200	10,000
Puyallup Tribe	6,000	0%	0	2,000
Steilacoom	10,360	1%	1,000	3,000
Sumner	213,300	21%	21,000	40,000
Tacoma	426,200	42%	42,000	90,000
Unincorporated Pierce Co	796,515	79%	79,000	174,000
TOTAL			174,000	274,000

We Want More of This...

MLK Senior Housing:
Hilltop neighborhood, Tacoma
(Mercy Housing NW)



The Woods at Golden Given:
Midland, unincorporated Pierce Co.
(Tacoma/Pierce Co. Habitat for Humanity)



Gateway by Vintage:
Spanaway
(Vintage Housing)



Windom Oaks:
Lakewood
(Sager Family Homes)



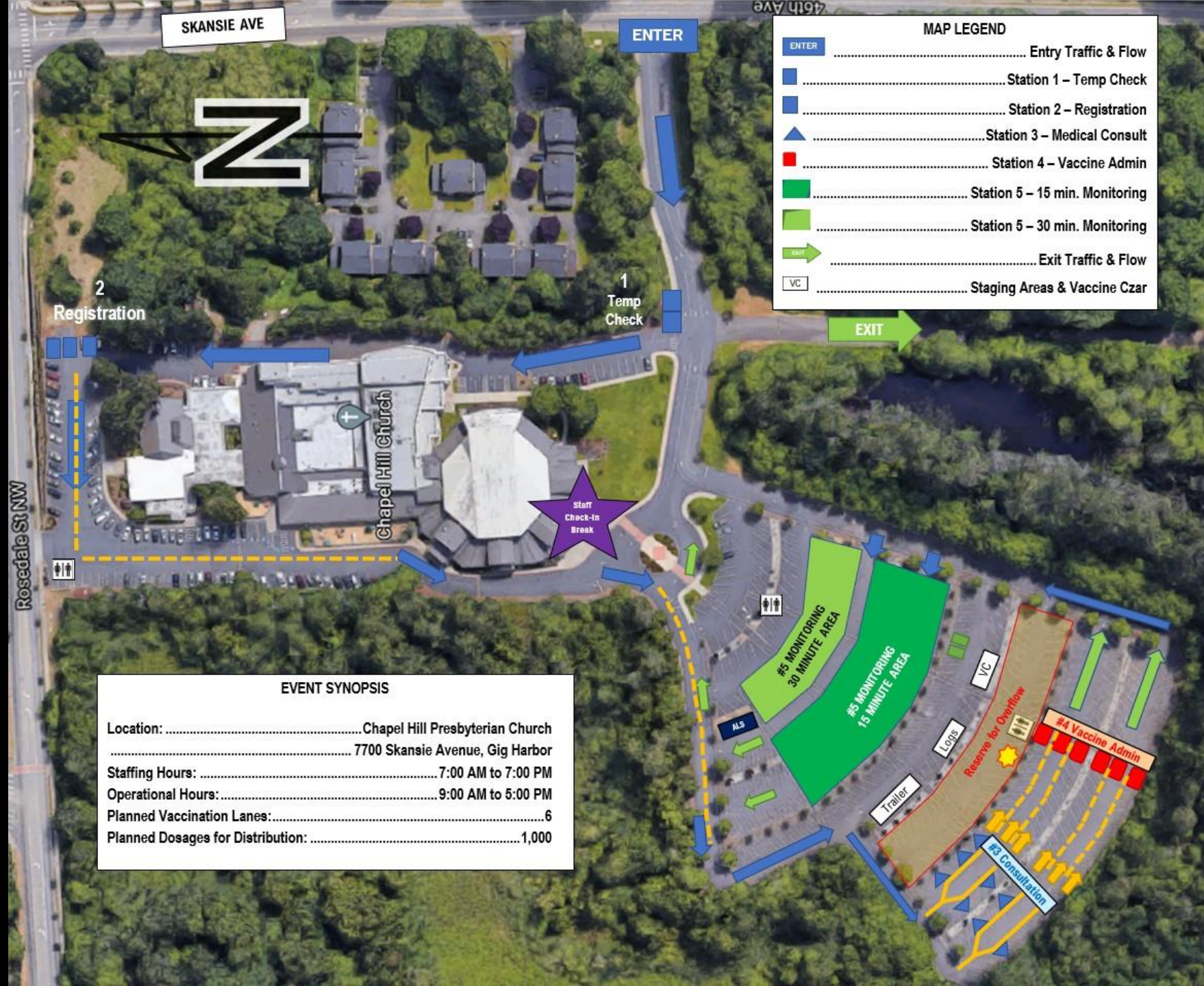
Discussion and Questions



Thank you!

Contact Information: John Howell, john@cedarrivergroup.com

Marty Kooistra, mkooistra1@gmail.com



















Business of the City Council City of Gig Harbor, WA

Subject: Resolution 1198 Designating the Official Newspaper

Proposed Council Action: Move to approve Resolution 1198.

Dept. Origin: Administration

Prepared by: Joshua Stecker

For Agenda of: January 25, 2021

Exhibits: Resolution 1198

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Initial &
Date

JK 2-1-21
1/29/2021

N/A

N/A

N/A

Expenditure Required	\$0	Amount Budgeted	\$0	Appropriation Required	\$ 0
-----------------------------	------------	------------------------	------------	-------------------------------	-------------

INFORMATION/BACKGROUND

GHMC 1.20 directs that the City “shall designate the official newspaper by resolution after the consideration of competitive bids. The designation shall be revisited on a biannual basis to determine whether the designated newspaper maintains the qualifications required by RCW 35A.65.020 and Chapter 65.16 RCW and maintains competitive costs.”

After advertising a request for bids, the City received one responsive bid from McClatchy which quoted similar rates for publication in the Tacoma News Tribune (TNT) or in the Peninsula Gateway. Based on a sample Public Notice provided by the City, McClatchy quoted a rate of \$49.70 for publication in the TNT and \$51.52 in the Gateway.

Staff is recommending that the City Council adopt the Tacoma News Tribune as its Official Newspaper. The recommendation to make this change from the Gateway is made for several reasons:

- **Flexibility** – The Gateway only publishes on Thursdays and requires 7 days advance notice before publication. On a number of occasions, the City has had to delay consideration of matters due to the inflexibility of these deadlines and statutory notice requirements. The TNT allows for publication legal notices on any day of the week, giving staff the opportunity to move items forward in a timely manner.
- **Format of Legal Notices** – Starting in March of 2021, the Gateway is removing traditional pay-per-line legal notice listings and requiring all notices be inserted as display ads at a pay-per-inch rate. Designing and formatting display ads requires extra staff time and expense.

- **Expanded Reach** – Interest in City affairs extends beyond the residents of Gig Harbor and the TNT reaches a wider audience. Legal notices often include requests for bids, qualifications, or proposals that benefit from reaching a wider audience. The daily circulation of the TNT is 17,055 paid print subscribers. 1,769 of these TNT subscribers live in the greater Key Peninsula/Gig Harbor area. The Gateway reaches 1,793 paid print subscribers.

FISCAL CONSIDERATION

None.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION/MOTION

Move to approve Resolution 1198.

RESOLUTION NO. 1198

**A RESOLUTION OF THE CITY OF GIG HARBOR
DESIGNATING THE OFFICIAL NEWSPAPER.**

WHEREAS, the City is required to designate an Official Newspaper for the purpose of publishing legal notices under RCW 35A.21.230; and

WHEREAS, the City published a call for bids for an Official Newspaper that meets the qualifications in RCW 65.16; and

WHEREAS, bids for the official newspaper were received from The Peninsula Gateway and the Tacoma News Tribune; and

WHEREAS, the Tacoma News Tribune is a newspaper of general circulation in the City of Gig Harbor and is a daily publication, which meets the city's noticing requirements;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, AS FOLLOWS:

Section 1. The Tacoma News Tribune is designated to be the official newspaper for the City of Gig Harbor for publication of all official notices, which the City is required to publish.

Section 2. This designation shall be reviewed on an on-going basis by the City Clerk to ensure the newspaper maintains the applicable qualifications. Until such time as the qualifications identified in RCW 65.16 are not met or the City Council determines a new Official Newspaper is warranted, this designation shall remain in effect.

RESOLVED by the City Council at its regular meeting held on the 8th day of February, 2021.

CITY OF GIG HARBOR

MAYOR KIT KUHN

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY M. TOWSLEE

FILED WITH THE CITY CLERK: 1/28/21
PASSED BY THE CITY COUNCIL: 2/8/21
RESOLUTION NO. 1198



Business of the City Council City of Gig Harbor, WA

Subject: First Reading of Ordinance Adopting Ancich Waterfront Park Dock Rules

Proposed Council Action: Consider adoption of an ordinance establishing new rules for the Ancich Waterfront Park Docks at the second reading.

Dept. Origin: Public Works

Prepared by: Jeff Langhelm, PE
Public Works Director

For Agenda of: February 8, 2021

Exhibits: Draft Ordinance,
Ancich Pier and Ancich Netshed
Use Authorizations

Initial &
Date

Concurred by Mayor:

Approved by City Administrator: *KL 2-1-21*
KL 02/01/2021

Approved as to form by City Atty: *VIA EMAIL 1/29/21*

Approved by Finance Director: *DP 1/29/21*

Approved by Department Head: *KL 1/29/21*

Expenditure Required	\$0	Amount Budgeted	\$ 0	Appropriation Required	\$ 0
---------------------------------	------------	----------------------------	-------------	-----------------------------------	-------------

INFORMATION/BACKGROUND

As you know, 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 two public docks, known as Ancich public docks, consisting of the Ancich Pier, Ancich Netshed, and Jerkovich Pier that will stimulate the local economy through tourism, water-related recreation, and heritage related activities.

Despite the City's public docks being located adjacent to and included as City parks, the public docks require specialized rules that are not covered by existing rules established for City Parks under GHMC 9.24. The proposed ordinance establishes specialized dock rules and provides a mechanism for enforcement.

Once the rules for the Ancich Docks have been adopted, the City may then begin providing operators of commercial fishing vessels the authorizations necessary to use the Ancich Docks. Samples of these authorizations are provided as an exhibit to this council bill.

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

FISCAL CONSIDERATION

None.

BOARD OR COMMITTEE RECOMMENDATION

This ordinance was not presented to the Public Works Committee.

RECOMMENDATION/MOTION

Consider adoption of ordinance establishing new rules for the Ancich Waterfront Park Docks at the second reading.

ORDINANCE NO. 14xx

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, ADDING A NEW CHAPTER 8.27 ADOPTING REGULATIONS FOR USE OF PUBLIC DOCKS AT ANCICH WATERFRONT PARK; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, 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; and

WHEREAS, these phases include the reconstruction of two public docks, known as Ancich public docks, consisting of the Ancich Pier, Ancich Netshed, and Jerkovich Pier that will stimulate the local economy through tourism, water-related recreation, and heritage related activities; and

WHEREAS, public docks 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 the Ancich Docks; 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 8.27 - Added. A new chapter 8.27 entitled "Public Docks – Ancich Waterfront Park - is added to the Gig Harbor Municipal Code to read as follows:

8.27.010 Public use.

The Ancich public docks (Docks), located at approximately N 47° 20' 03", W 122° 35' 11", shall include the Ancich Pier, the Ancich Netshed, and the Jerkovich Pier at the city of Gig Harbor's Ancich Waterfront Park. The Docks extend into the waters of Gig Harbor Bay and are for the use and enjoyment of commercial fishing operators and the general public, with limitations set forth in this chapter.

8.28.020 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 the state of Washington or a federally recognized Indian tribe and is actively being operated for the purposes of commercial fishing.

"Nonmotorized watercraft" is a type of watercraft with no propulsion machinery of any type.

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

"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 Commercial Fishing Operator Use Authorizations

Any operator of a commercial fishing vessel shall first receive from the city a properly executed use authorization prior to using either Ancich Pier or Ancich Netshed.

8.27.040 Alcoholic beverages prohibited.

There shall be no alcoholic beverages consumed on the Docks.

8.27.050 Watercraft fueling, repairing, and maintaining prohibited.

There shall be no fueling, repairs, or maintaining of watercraft on, from or in conjunction with the use of the Docks unless authorized by the city under a properly executed Ancich Pier or Ancich Netshed Use Authorizations.

8.27.060 Motorized vehicles.

There shall be no motorized vehicles on the Docks unless authorized by the city under a properly executed Ancich Pier or Ancich Netshed Use Authorizations.

8.27.070 Unloading/loading - Mooring time limit.

No watercraft may occupy the Docks for a period exceeding 15 minutes, unless authorized by the city under a properly executed Ancich Pier Use Authorization. The watercraft user shall remain with the watercraft while occupying the Docks.

8.27.080 Queuing of watercraft

Any watercraft queued at the Docks shall be allowed access based on their place in the queue and may access the Docks in the order in which users arrive at the Docks.

8.27.090 Commercial activity.

There shall be no commercial activity conducted from the Docks other than loading and unloading of commercial fishing vessels as authorized by

the city under a properly executed Ancich Pier or Ancich Netshed Use Authorizations.

8.27.110 No storage

Users shall not store for any watercraft or related equipment on the Docks for a period exceeding 15 minutes, unless authorized by the city under a properly executed Ancich Pier or Ancich Netshed Use Authorizations.

8.27.120 Penalties and remedies.

A. Violations of this chapter shall be deemed a public nuisance under RCW 35.27.410 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 Docks of moorage time limits as expressed in GHMC 8.27.070 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.

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 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. 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 ____ 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 Kenny

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO: 14xx

ANCICH WATERFRONT PARK

PIER USE AUTHORIZATION

Background Information

The City of Gig Harbor is committed to preserving and enhancing the community and environment through proper management of the Ancich Pier located at the City's Ancich Waterfront Park. In accordance with the Washington State Department of Ecology, provisions of the Federal Clean Water Act, and the City's Washington State Historical Society Heritage Capital Projects Grant (HCP 17-12), the City has established this Pier Use Authorization and associated best management practices to help ensure the safekeeping of the Pier, the protection of the marine environment, and for orderly and efficient administration and use of the Pier.

Ancich Pier offers licensed commercial fishing operators (Operators) to access their vessels for the purposes of loading and unloading goods, equipment, and provisions. Operators with an approved Pier Use Authorization will receive a key to unlock/lock the bollards and rolling safety railing and will be allowed to temporarily moor commercial fishing vessels to the Pier, drive vehicles associated with licensed commercial fishing vessels on the Pier, and use of the rolling safety railing to access vessels.

The general public is a secondary user of the Pier and is authorized to walk on the Pier provided the general public does not interfere with an Operator's active operations.

Ancich Pier Access and Use Requirements

This Pier Use Authorization provides the following requirements and best management practices for Operators to moor vessels to the Pier, drive vehicles on the Pier, and use safety precautions provided:

1. All users of the Ancich Pier must comply with all local, state, and federal requirements, including Chapter 8.27 of the Gig Harbor Municipal Code.
2. Any Operator using a vehicle on the Pier acknowledges their vehicle weight will not exceed the posted vehicle weight limits.
3. All bollards and rolling safety railing shall remain closed and locked when the Operator is not actively using the Pier.
4. Each Operator shall be responsible for replacing and locking the bollards at the entrance to the Pier when use is completed.
5. Each Operator shall not leave vehicles unattended on the Pier and idling of vehicles is prohibited.
6. Vehicle access on the Pier shall be limited to the time it takes to load or unload the vehicle. The vehicle must be moved off the Pier immediately after loading or unloading.
7. Operators shall not drive any vehicle on the Pier that drips any liquids from the vehicle onto the Pier or into the water or seabed below the Pier.

8. Operators are **prohibited** from performing any of the following activities on vessels or vehicles at Ancich Pier:
 - a. Repair or maintenance of any kind for any purpose;
 - b. Painting, scraping and/or refinishing;
 - c. Washing or cleaning;
 - d. Storage of materials, equipment or supplies of any kind;
 - e. Loading or unloading of hazardous or flammable materials, chemicals, fuel, oil, antifreeze, paints, solvents, varnishes, gas cylinders, preservatives, or batteries or any similar materials; and
 - f. Discharging of contaminated bilge water or any other contaminants into the waters of the State.
9. The City may close all or any portion of the Pier to allow for special events, maintenance, repair and other municipal purposes, at which time the Pier may not be used by Operators under this Pier Use Authorization.

Security Key - Certificate of Insurance

No Operator will receive a security key or otherwise use the Pier without obtaining and maintaining in effect general liability insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the Ancich Pier. Any vessel is required to carry a minimum of \$300,000 per occurrence of liability insurance including wreck removal and pollution prevention coverage. The City of Gig Harbor shall be named as an additional insured on this liability policy. This liability policy shall remain in force at all times as a condition of this Pier Use Authorization. The Operator will be required to be able to provide evidence of auto liability insurance that meets or exceeds the State of Washington statutory minimum for auto bodily injury and property damage liability insurance.. Evidence of vessel and auto insurance meeting these requirements will be provided to the City with a \$150 deposit prior to the City's release of the security key. No more than one key will be provided to each Operator. The Operator agrees to return the key to the City upon request, and acknowledges that failure to return the key upon request will result in forfeiture of the key deposit. The City will keep the proof of insurance certificates on file and maintain a record of each key issued. Updated certificates of insurance shall be provided to the City annually.

Agreement to Indemnify

The Operator shall defend, indemnify, and hold harmless the City from and against any and all claims, demands, causes of action, suits or judgments including but not limited to, any claims of insurance carriers, for deaths or injuries to persons or for loss of or damage to property arising out of or in connection with the use of the Ancich Pier by the Operator, its agents, servants, employees or invitees. In the event of any claims made or suits filed AGAINST THE City, the City may, at its option, require the Operator to resist or defend such action or proceeding at the Operator's own cost and expense by counsel reasonably satisfactory to the City.

City Emergency Contact Information

Dial 911 for all Emergencies

Non-Emergency Contact Information during regular business hours:

Public Works Superintendent.....	(253) 377-9410
Gig Harbor Police	(253) 851-2236
Parks Manager	(253) 851-6170

Acknowledgement and Signature

By signing below the Operator agrees to abide by the access and use requirements set forth above. The Operator further acknowledges that use of the secured portions of the Pier is a privilege, and that the City may revise the terms of use of the Ancich Pier at any time, and may revoke this Pier Use Authorization upon written notice in the event of violation of the access and use requirements, if otherwise determined to be in the best interests of the City, or as necessary for municipal purposes.

☐ I have read, understand, and will comply with the terms of this Pier Use Authorization

Vessel Name(s): _____

Vessel Registration Number(s): _____

Operator Printed Name: _____

Operator Signature: _____

Operator Mailing Address: _____

Date: _____

Telephone Number: _____

Email: _____

For City Use only:

- ☐ \$150 Deposit received
- ☐ Certificate of Liability Insurance provided
- ☐ Proof of Auto Liability Insurance provided

Signature for City Approval:

Name, Parks Manager

Date

ANCICH WATERFRONT PARK

NETSHED USE AUTHORIZATION

Background Information

The City of Gig Harbor is committed to preserving and enhancing the community and environment through proper management of the Ancich Netshed located at the City's Ancich Waterfront Park. In accordance with the Washington State Department of Ecology, provisions of the Federal Clean Water Act, and the City's Washington State Historical Society Heritage Capital Projects Grant (HCP 17-12), the City has established this Netshed Use Authorization and associated best management practices to help ensure the safekeeping of the Netshed, the protection of the marine environment, and for orderly and efficient administration and use of the Netshed.

Ancich Netshed offers licensed commercial fishing operators (Operators) for the purposes of mending nets, performing minor equipment repairs not otherwise prohibited by this Netshed Use Authorization, and educating the general public about the commercial fishing industry. Operators with an approved Netshed Use Authorization will receive a key to unlock/lock the Netshed doors and will be allowed to temporarily use the Netshed and drive vehicles associated with licensed commercial fishing vessels into the Netshed.

The general public is a secondary user of the Netshed and is authorized to walk in the Netshed provided the general public does not interfere with an Operator's active operations.

Ancich Netshed Access and Use Requirements

This Netshed Use Authorization provides the following requirements and best management practices for Operators to use the Netshed.

1. All users of the Ancich Netshed must comply with all local, state, and federal requirements, including Chapter 8.27 of the Gig Harbor Municipal Code.
2. Any Operator using a vehicle in the Netshed acknowledges their vehicle weight will not exceed the posted vehicle weight limits.
3. The time limit for an Operator to use the Netshed is a maximum of 24 consecutive hours and must have at least 24 hours between each use.
4. All bollards shall remain in place and locked when the Operator is not actively using the Netshed.
5. Each Operator shall be responsible for replacing and locking the bollards at the entrance to the Netshed when use is completed.
6. Each Operator shall not leave vehicles unattended in the Netshed and idling of vehicles is prohibited.
7. Vehicle access in the Netshed shall be limited to the time it takes to load or unload the vehicle. The vehicle must be moved outside of the Netshed and off the pier immediately after loading or unloading.

8. Operators shall not drive any vehicle in the Netshed that drips any liquids from the vehicle onto the Netshed floor or into the water or seabed below the Netshed.
9. Operators are **prohibited** from performing any of the following activities at Ancich Netshed:
 - a. Repair or maintenance to materials or equipment that requires use of any of the following: flames, electrical spark, electrical amperage or wattage beyond the capacity of the existing electrical system, hazardous or flammable materials, chemicals, fuel, oil, antifreeze, paints, solvents, varnishes, gas cylinders, preservatives, or batteries or any similar materials;
 - b. Modification of the building, electrical system, or appurtenances;
 - c. Painting, scraping and/or refinishing;
 - d. Washing or cleaning;
 - e. Storage of materials, equipment or supplies of any kind;
 - f. Loading or unloading of hazardous or flammable materials, chemicals, fuel, oil, antifreeze, paints, solvents, varnishes, gas cylinders, preservatives, or batteries or any similar materials; and
 - g. Discharging of contaminated bilge water or any other contaminants into the waters of the State.
10. The City may close all or any portion of the Netshed to allow for special events, maintenance, repair and other municipal purposes, at which time the Netshed may not be used by Operators under this Netshed Use Authorization.

Security Key - Certificate of Insurance

No Operator will receive a security key or otherwise use the Netshed without obtaining and maintaining in effect general liability insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the Ancich Netshed. Each Operator is required to carry a minimum of \$500,000 per occurrence of commercial general liability insurance. The City of Gig Harbor shall be named as an additional insured on this liability policy. This liability policy shall remain in current and in effect at all times as a condition of this Netshed Use Authorization. The Operator will be required to be able to provide evidence of auto liability insurance that meets or exceeds the State of Washington statutory minimum for auto bodily injury and property damage liability insurance. Evidence of commercial general liability and auto insurance meeting these requirements will be provided to the City with a \$150 deposit prior to the City's release of the security key. No more than one key will be provided to each Operator. The Operator agrees to return the key to the City upon request and acknowledges that failure to return the key upon request will result in forfeiture of the key deposit. The City will keep the Operator's certificates of insurance on file and maintain a record of each key issued. Updated certificates of insurance shall be provided to the City annually.

Agreement to Indemnify

The Operator shall defend, indemnify, and hold harmless the City from and against any and all claims, demands, causes of action, suits or judgments including but not limited to, any claims of insurance carriers, for deaths or injuries to persons or for loss of or damage to property arising out of or in connection with the use of the Ancich Netshed by the Operator, its agents, servants, employees or invitees. In the event of any claims made or suits filed AGAINST THE City, the City may, at its option, require the Operator to resist or defend such action or proceeding at the Operator's own cost and expense by counsel reasonably satisfactory to the City.

City Emergency Contact Information

Dial 911 for all Emergencies

Non-Emergency Contact Information during regular business hours:

Public Works Superintendent.....	(253) 377-9410
Gig Harbor Police	(253) 851-2236
Parks Manager	(253) 851-6170

Acknowledgement and Signature

By signing below the Operator agrees to abide by the access and use requirements set forth above. The Operator further acknowledges that use of the Netshed is a privilege, and that the City may revise the terms of use of the Ancich Netshed at any time, and may revoke this Netshed Use Authorization upon written notice in the event of violation of the access and use requirements, if otherwise determined to be in the best interests of the City, or as necessary for municipal purposes.

☐ I have read, understand, and will comply with the terms of this Netshed Use Authorization

Vessel Name(s): _____

Vessel Registration Number(s): _____

Operator Printed Name: _____

Operator Signature: _____

Operator Mailing Address: _____

Date: _____

Telephone Number: _____

Email: _____

For City Use only:

- ☐ \$150 Deposit received
- ☐ Certificate of Liability Insurance provided
- ☐ Proof of Auto Liability Insurance provided

Signature for City Approval:

Name, Parks Manager

Date

Business of the City Council City of Gig Harbor, WA

Subject: Amendment of Ordinances 8.30 (Skateboards...) and 9.24 (Parks) and Repeal of Ordinance 10.24 (Motor Vehicles In Parks).

Proposed Council Action:

Consider all three actions on first reading and bring back for second reading.

Dept. Origin: Police
Prepared by: Kelly Busey
For Agenda of: February 8, 2021
Exhibits: (3) Proposed Ordinances

Initial & Date

Concurred by Mayor: *YK 2-1-21*
Approved by City Administrator: *04/02/01/2021*
Approved as to form by City Atty: VIA EMAIL
Approved by Finance Director: *2/1/21*
Approved by Department Head: *1/3/21 2/1/21*

Expenditure	Amount	Appropriation
Required \$0	Budgeted \$0	Required N/A

INFORMATION / BACKGROUND

With the emergence of new technologies in personal mobility devices (e.g. motorized foot scooters, electric personal assistive mobility devices, etc.), an update to municipal code to address regulation of these devices is appropriate to ensure safety of operators and pedestrians. These ordinances define the new devices and incorporate limited operating standards. Additionally, reorganization of municipal code is completed by simplifying and eliminating redundant information in GHMC 10.24 and moving relevant sections to the other codes. GHMC 10.24 will be repealed in this action.

FISCAL CONSIDERATION

There is no fiscal impact to city in this action.

BOARD OR COMMITTEE RECOMMENDATION

Approved by the Finance and Safety Committee with a "Do Pass" recommendation after minor modification (10/26/20).

RECOMMENDATION / MOTION

Bring back for second reading and adoption.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, AMENDING CHAPTER 8.30 GHMC, 'SKATEBOARDS, SCOOTERS, ROLLER SKATES/IN-LINE SKATES, MOTORIZED FOOT SCOOTERS and ELECTRIC PERSONAL ASSISTIVE MOBILITY DEVICES'; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, periodic updating of the Gig Harbor Municipal Code is necessary to ensure consistency and efficiency within the code; and

WHEREAS, newer technologies and personal motorized transportation devices have presented a need to regulate these devices while operating in close proximity to pedestrians for safety reasons; and

WHEREAS, concurrent amendments to chapters 9.24 and 10.24 of the Gig Harbor Municipal Code contains information related to the content found in chapter 8.30; and

WHEREAS, consolidation of this information into a single chapter of municipal code will provide for clarity and easier interpretation of the content; Now, therefore,

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

Section 1. Chapter 8.30 GHMC is hereby amended to read as follows:

**Chapter 8.30
SKATEBOARDS, SCOOTERS, ROLLER SKATES/IN-LINE SKATES, MOTORIZED
FOOT SCOOTERS and ELECTRIC PERSONAL ASSISTIVE MOBILITY DEVICES
(EPAMD)**

Sections:

8.30.010 Definitions.

8.30.020 Skateboards, scooters, and roller skates/in-line skates prohibited on “striped streets” within the city.

8.30.030 Use of skateboards, scooters and roller skates/in-line skates on sidewalks or public paths.

8.30.040 Operation of motorized foot scooters.

8.30.050 Electric Personal Assistive Mobility Devices (EPAMD) restricted.

8.30.060 Penalties.

8.30.010 Definitions

For the purposes of this chapter, the following definitions apply:

- A. "Motorized foot scooter" means a device with two or three wheels that has handlebars, a floorboard that can be stood upon while riding, and is powered by an internal combustion engine or electric motor that has a maximum speed of no greater than twenty miles per hour on level ground.
- B. "Electric personal assistive mobility device" (EPAMD) means
 - (1) a self-balancing device with two wheels not in tandem, designed to transport only one person by an electric propulsion system with an average power of seven hundred fifty watts (one horsepower) having a maximum speed on a paved level surface, when powered solely by such a propulsion system while ridden by an operator weighing one hundred seventy pounds, of less than twenty miles per hour or
 - (2) a self-balancing device with one wheel designed to transport only one person by an electric propulsion system with an average power of two thousand watts (two and two-thirds horsepower) having a maximum speed on a paved level surface, when powered solely by such a propulsion system, of less than twenty miles per hour. A power wheelchair as defined in RCW 46.04.415 is not an EPAMD.

8.30.020 Skateboards, scooters and roller skates/in-line skates prohibited on “striped streets” within the city.

No person upon roller skates/in-line skates, or riding in or by means of any coaster, skateboard, scooter or similar device, shall move, go or travel upon the roadway of any “striped street” or transit bus route within the city of Gig Harbor, or engage in any sport, amusement or exercise or play in the roadway of any such street. “Striped street” is defined as any street which has been painted with (a) yellow median line(s) by the city. This prohibits any riding or travel with coasters, skateboards, scooters or similar devices in order to cross the street, including the crosswalk. The use of roller skates/in-line skates to cross at a crosswalk is exempted from this prohibition. (Ord. 1097 § 1, 2007; Ord. 875 § 3, 2001).

8.30.030 Use of skateboards, scooters and roller skates/in-line skates on sidewalks or public paths.

Every person using a skateboard, scooter or roller skates/in-line skates upon any sidewalk or public path shall use the same in a careful and prudent manner and at a rate of speed no greater than is reasonable and proper under the conditions existing at the point of operation, taking into account the amount and character of pedestrian traffic, grade and width of sidewalk or public path, and condition of surface, and shall obey all traffic control devices. Every person using a skateboard, scooter or roller skates/blades shall yield the right-of-way to any pedestrian thereon. (Ord. 875 § 3, 2001).

8.30.040 Operation of Motorized Foot Scooters.

A. No person shall operate a motorized foot scooter in the following areas:

1. On a sidewalk.
2. On the Cushman Trail
3. Within the boundaries of the Gig Harbor Sports Complex.
4. On Harborview Drive, North Harborview Drive, or Olympic Drive outside the existing bicycle lane(s).
5. On any roadway with a posted speed limit of greater than 35 MPH.

B. A person operating a motorized foot scooter shall obey all traffic control signs and devices and shall yield the right of way to motor vehicles and pedestrians.

C. A person transiting a roundabout shall dismount and walk or carry a motorized foot scooter through the roundabout using a crosswalk.

D. No person shall operate a motorized foot scooter on a public roadway or bicycle lane at any time from a half hour after sunset to a half hour before sunrise.

8.30.050 Electric Personal Assistive Mobility Devices restricted.

A. No person shall operate an EPAMD on a roadway with a posted speed limit greater than 25 MPH.

B. No person shall operate an EPAMD at a speed greater than 10 MPH on Harborview Drive.

C. A person operating a motorized foot scooter shall obey all traffic control devices and shall yield the right of way to motor vehicles and pedestrians.

8.30.060 Penalties.

Failure to comply with any of the provisions of this chapter shall constitute a civil infraction subject to a maximum penalty of \$100.00. The municipal court may, in lieu of all or part of the penalty, authorize the violator to provide up to eight hours of community service. (Ord. 1097 § 2, 2007; Ord. 875 § 3, 2001).

Section 2. Severability. If any section, sentence, clause or phrase of this ordinance should be 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, sentence, clause or phrase of this ordinance.

Section 3. Effective Date. This ordinance shall take effect and be in full force on five days after publication of notice.

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:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, AMENDING CHAPTER 9.24 GHMC, 'PARKS'; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, periodic updating of the Gig Harbor Municipal Code is necessary to ensure consistency and efficiency within the code; and

WHEREAS, concurrent amendments to chapters 8.30 and 10.24 of the Gig Harbor Municipal Code contain information related to the content found in chapter 9.24; and

WHEREAS, consolidation of this information into a single chapter of municipal code will provide for clarity and easier interpretation of the content; Now, therefore,

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

Section 1. Chapter 9.24 GHMC is hereby amended to read as follows:

**Chapter 9.24
PARKS**

Sections:

- 9.24.010 Smoking within city parks prohibited.**
- 9.24.020 Alcohol prohibited in parks.**
- 9.24.030 Motor vehicles prohibited in parks.**
- 9.24.040 Park operating hours.**
- 9.24.050 Penalties.**

9.24.010 Smoking within city parks prohibited.

It is unlawful for any person to smoke or light cigars, cigarettes, tobacco or other smoking material within city parks. The director of operations shall post signs in appropriate locations prohibiting smoking in the city's parks. (Ord. 1115 § 1, 2007).

9.24.020 Alcohol Prohibited in Parks.

Except as permitted in GHMC 9.04.010 or except if consumed on a vessel moored at Jerisich Dock, no person shall open the package containing liquor or consume liquor in a park. This section shall be prosecuted as set forth in Chapter 9.04 GHMC.

9.24.030 Motor Vehicles in Parks Prohibited

A. A vehicle propelled by an internal combustion gasoline engine shall not be operated within the boundaries of any city park, except on streets and parking areas provided for use of automobiles, without first obtaining a permit for such operation from the city. Notwithstanding the above provisions, official federal, state or local agency motor vehicles may be operated within the boundaries of city parks without permit.

9.24.040 Park operating hours.

A. All city parks, except Jerisich Dock, shall be closed from dusk to dawn unless otherwise posted by the city of Gig Harbor. It is unlawful to enter or remain on any park property while closed.

B. "Dawn" means the time at one-half hour before sunrise as published by the National Weather Service.

C. "Dusk" means the time at one-half hour after sunset as published by the National Weather Service. (Ord. 1369 § 1, 2017).

9.24.050 Penalties.

Failure to comply with any of the provisions of this chapter shall constitute a civil infraction, subject to a penalty of \$100.00 as provided in GHMC 1.16.010(D)(3). (Ord. 1115 § 1, 2007).

Section 2. Severability. If any section, sentence, clause or phrase of this ordinance should be 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, sentence, clause or phrase of this ordinance.

Section 3. Effective Date. This ordinance shall take effect and be in full force on five days after publication of notice.

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:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, REPEALING CHAPTER 10.24 GHMC, 'MOTOR VEHICLES IN PARKS'; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, periodic updating of the Gig Harbor Municipal Code is necessary to ensure consistency and efficiency within the code; and

WHEREAS, concurrent amendments to chapters 8.30 and 9.24 of the Gig Harbor Municipal Code contain information related to the content currently found in chapter 10.24; and

WHEREAS, consolidation of the information from Chapter 10.24 GHMC into the other chapters referenced will provide for clarity and easier interpretation of the content; Now, therefore,

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

Section 1. Chapter 10.24 GHMC is hereby repealed.

Section 2. Severability. If any section, sentence, clause or phrase of this ordinance should be 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, sentence, clause or phrase of this ordinance.

Section 3. Effective Date. This ordinance shall take effect and be in full force on five days after publication of notice.

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: 11/06/19
PASSED BY THE CITY COUNCIL: 11/25/19
PUBLISHED: 12/5/19
EFFECTIVE DATE: 12/10/19
ORDINANCE NO: 1429