

AGENDA
GIG HARBOR CITY COUNCIL MEETING
Monday, September 27, 2021 – 5:30 p.m.
Virtual Meeting

This meeting may be accessed through Zoom at <https://zoom.us/j/93216056382> or by calling (253) 215-8782 and entering Meeting ID 932 1605 6382. Please see the City Council Meeting Procedures at the end of this agenda for information on options to make public comment.

CALL TO ORDER/ROLL CALL

PLEDGE OF ALLEGIANCE

CHANGES TO THE AGENDA

CONSENT AGENDA

1. City Council Minutes

Documents:

[City Council Minutes - September 13, 2021.pdf](#)

2. Receive & File

Documents:

[Planning and Building Committee Minutes - August 2, 2021.pdf](#)
[Planning Commission Minutes - August 19, 2021.pdf](#)

3. Residential Lease Agreement for 7601 Soundview Drive

Documents:

[AGENDA BILL 7601 Soundview Lease.pdf](#)

4. Appointments to the Lodging Tax Advisory Committee

Documents:

[AGENDA BILL LTAC Appointments.pdf](#)

5. Professional Services Contract - Prentice Avenue/Fenimore Street Half Street Improvements Design

Documents:

[AGENDA BILL Prentice Ave Fenimore St. Half-Width Improvements.pdf](#)

6. Approval of Vouchers

Check numbers 96144 through 96259 and ACH payments in the amount of \$459,648.42.

PRESENTATIONS

1. 2020 Wastewater Treatment Plant Outstanding Performance Award – Public Works Director Jeff Langhelm

Documents:

[Wastewater Treatment Plant Outstanding Performance Award.pdf](#)

2. Climate Pierce County - Dr. Elly Claus-McGahan

Documents:

[Climate Policy and Gig Harbor Comprehensive Planning.pdf](#)
[Climate Pierce County Presentation.pdf](#)

3. Health Care Heroes Month Proclamation

Documents:

[Health Care Heroes Month Proclamation.pdf](#)

MAYOR'S REPORT

1. Appointment to SSHAP Executive Board

CITY ADMINISTRATOR'S REPORT

1. Update on Recruitment

PUBLIC COMMENT ON NON-AGENDA ITEMS

OLD BUSINESS

1. Second Reading and Adoption of Ordinance 1465 Updating GHMC 2.52 Public Records

- a) Report: Interim City Clerk Joshua Stecker
- b) Clarifying questions from Council
- c) Public Comment
- d) Council deliberation and action

Documents:

[AGENDA BILL Ordinance 1465.pdf](#)

2. Lease Agreement with Chamber of Commerce

- a) Report: Interim City Administrator Tony Piasecki
- b) Clarifying questions from Council
- c) Public Comment
- d) Council deliberation and action

Documents:

NEW BUSINESS

1. First Reading of Ordinance - ROW Land Acquisition NCGH LLC Property Donation at 96th Street

- a) Report: Public Works Director Jeff Langhelm
- b) Clarifying questions from Council
- c) Public Comment
- d) Council deliberation and action

Documents:

[AGENDA BILL NCGH Propoerty Donation.pdf](#)

2. Public Works Contract - Lift Station No. 12

- a) Report: Public Works Director Jeff Langhelm
- b) Clarifying questions from Council
- c) Public Comment
- d) Council deliberation and action

Documents:

[AGENDA BILL Lift Station 12 Rehabilitation.pdf](#)

3. First Reading and Adoption of Ordinance 1466 Establishing Interim Zoning Controls Amending GHMC Related to ESSHB 1220 Emergency Shelter and Housing

- a) Report: Community Development Director Katrina Knutson
- b) Clarifying questions from Council
- c) Council deliberation and action

Documents:

[AGENDA BILL Ordinance 1466.pdf](#)
[Ordinance 1466 Presentation.pdf](#)

4. First Reading and Adoption of Ordinance 1467 Imposing a Six-Month Moratorium upon the Acceptance of New Lodging Level 1 and Short Term Rental Applications

- a) Report: Community Development Director Katrina Knutson
- b) Clarifying questions from Council
- c) Council deliberation and action

Documents:

[AGENDA BILL Ordinance 1467.pdf](#)

COUNCIL REPORTS / COMMENTS

1. Public Works Committee Meeting of September 14, 2021 -

Councilmember Franich

- 2. Finance & Safety Committee Meeting of September 20, 2021 - Councilmember Rodenberg**
- 3. Intergovernmental Affairs Committee Meeting of September 27, 2021 - Councilmember Denson**

ANNOUNCEMENT OF UPCOMING MEETINGS

- 1. Planning & Building Committee Meeting - Monday, October 4 at 3:00 p.m.**
- 2. Board & Commission Candidate Review Committee Meeting - Monday, October 11, 2021**

ADJOURN

CITY COUNCIL MEETING PROCEDURES

The City Council desires to allow a maximum opportunity for public comment.

However, the business of the City must proceed in an orderly, timely manner. The purpose of a Council meeting is to conduct the City's business; it is not a public forum. The Open Public Meetings Act does not require that members of the public be allowed to participate or speak.

Speakers will be allotted 3 minutes per individual, unless revised by the Mayor.

Public comment may be made remotely via Zoom or by phone during designated portions of the meeting. To speak during the meeting, press the Raise Hand button near the bottom of your Zoom window or press *9 on your phone. Please refrain from raising your hand until the Mayor has announced that he has opened the public comment portion of the meeting. Your name or the last three digits of your phone number will be called out when it is your turn to speak. When using your phone to call in, you may need to press *6 to unmute yourself. All speakers will have up to three minutes to speak.

Instead of speaking live, you may submit comments in writing by email before the meeting. Your comments must be provided to the City Clerk by 3:00 p.m. on the day of the meeting. All written comments must be able to be read in 3 minutes or less to be included in the record and must state "FOR PUBLIC COMMENT" in the subject line of the email. In addition, comments must include the name and address of the person submitting the comments. Email comments to cityclerk@gigharborwa.gov. Written comments will be read during the appropriate agenda item.

All remarks shall be addressed to the Council as a body and not to any specific

councilmember. All speakers shall be courteous in their language and deportment and shall not engage in or discuss or comment on personalities or indulge in derogatory remarks or insinuations with regard to any councilmember, the Mayor, or any member of the staff or the public.

MINUTES FOR GIG HARBOR CITY COUNCIL MEETING
Monday, September 13, 2021 – 5:30 p.m.
Virtual Meeting

CALL TO ORDER / ROLL CALL: Mayor Kuhn called the meeting to order at 5:30 p.m. Councilmembers Abersold, Denson, Franich, Himes, Markley, Rodenberg, and Woock were present.

CONSENT AGENDA:

1. City Council Minutes: City Council Meeting Minutes – August 9, 2021
2. Receive & File: Planning Commission Minutes - July 1, 2021; Planning Commission Minutes - August 5, 2021; Arts Commission Minutes - August 11, 2021; Thank You Letter - George Pollitt
3. 2021 – 2026 Washington State Reference Network Agreement with Seattle Public Utilities
4. Intergovernmental Cooperative Purchasing Agreement Between Pierce County and the City of Gig Harbor - Generator Maintenance and Minor Repair Services
5. Approval of Vouchers: Check numbers 95899 through 96008 and ACH payments in the amount of \$628,717.50 for August 23, 2021. Check numbers 96009 through 96143 and ACH payments in the amount of \$1,416,332.04 for September 13, 2021.
6. Approval of Payroll: Checks #8297 through #8306 and direct deposit transactions in the total amount of \$489,178.81.

MOTION: Move to approve the Consent Agenda (Franich/Woock).

VOTE: Unanimously approved.

MAYOR'S REPORT: Mayor Kuhn led the meeting in a moment of silence to remember the victims of September 11, 2001. Mayor Kuhn reported that installation of the new park sign for Austin Park and the new interpretive voice box were completed. He also reported the FISH foodbank had begun construction of their new facility.

CITY ADMINISTRATOR'S REPORT: Interim City Administrator Tony Piasecki reported that HR is currently in the process of securing long term care insurance options for city employees.

STAFF REPORT:

1. Bond Rating Update - Finance Director Dave Rodenbach reported that city refinancing of LTGO bonds was preparing to close this week. An additional \$366,000 was cleared for the General Fund in the 2022 Budget.
2. OPG Settlement Agreement - Community Development Director Katrina Knutson reported that the order of dismissal on the lawsuit was signed by the court on September 10.
3. Harborview Drive Conservation Property - Public Works Director Jeff Langhelm reported that the City is progressing with acquiring the proposed parcel. Pierce County Council intends to fund the acquisition in its 2022 Budget as the highest ranked Pierce County Conservation Futures proposal.

PUBLIC COMMENT ON NON-AGENDA ITEMS: Hobart Denny commented on the need for affordable housing (written comment submitted by email). Tracy Irving commented on the Harborview Drive Conservation Property parcel. Thomas Wick commented on the Mayor's blog.

NEW BUSINESS:

- 1. First Reading of Ordinance 1465 Updating GHMC 2.52 Public Records –**
Interim City Clerk Joshua Stecker gave an overview of the ordinance which is designed to clarify the city's policy for responding to requests for public records.

The Mayor opened the public comment period. Thomas Wick commented on the City's process for responding to requests for records. The Mayor closed the public comment period.

The ordinance will return for second reading at the September 27 City Council Meeting.

COUNCIL REPORTS / COMMENTS:

Parks Commission Meeting of September 1: Councilmember Abersold reported that the commission received an update on the PROS Plan and Austin Park projects.

Planning & Building Committee Meeting of September 7: Councilmember Himes reported that the committee discussed short term rental and growth issues.

Board & Commission Candidate Review Committee Special Meeting of August 2: Councilmember Abersold reported that the committee interviewed applicants for Lodging Tax Advisory Committee and discussed changes to the roster requirements for the Design Review Board.

Councilmember Woock thanked staff for their support of a tree issue t Spinnaker Ridge and for dealing with public complaints related to traffic delays. Councilmember Woock expressed concern about development occurring outside city limits. Councilmember Denson expressed concern about the number of temporary signs in the city.

ADJOURN: The meeting adjourned at 6:51 p.m.

Joshua Stecker
Interim City Clerk



"THE MARITIME CITY"

COMMUNITY DEVELOPMENT

**Minutes
Planning & Building Committee**

**Monday, August 2, 2021
3:00 P.M. – 4:30 P.M.**

3:05 p.m. - Call to order, roll call Councilmember Markley & Chair
Councilmember Himes Community Development Director, Katrina
Knutson; Senior Planner, Carl deSimas; Planning Technician, Michelle
Thomas & City Administrator, Tony Piasecki

Approval of Minutes: July 7, 2021 Motion Markley/Himes minutes
approved as written

Agenda Items:

- I. Buildable Lands Report Update & Discussion – Carl de Simas
- II. Population and Employment Targets Discussion

Other Business

Next Meeting Monday, September 7, 2021

Adjournment Motion Markley/Himes all in favor meeting adjourned at 4:17
PM



**Minutes Planning Commission Gig
Harbor Civic Center
Thursday, August 19, 2021
5:00 P.M.**

5:00 p.m. - Call to order, roll call Chair Commissioner Hoeksema, Commissioner Soltess, Commissioner Brown, Commissioner Grina, Commissioner Bennett & Commissioner Bradbury

Approval of Minutes: August 5, 2021 Motion Soltess/Grina all in favor minutes approved as written

Agenda Items

- I. Urban Growth Area Analysis – Presentation Carl deSimas and Commission discussion

Other Business

Next meeting Thursday, September 2, 2021 Comprehensive Plan Update draft

Adjournment Motion Bennet/Soltess all in favor meeting adjourned at 6:33



Business of the City Council City of Gig Harbor, WA

Subject Residential Lease Agreement
Authorization - 7601 Soundview

Proposed Council Action: Move to approve the
residential lease agreement for 7601 Soundview.

Dept. Origin: Administration

Prepared by: Tony Piasecki, Interim City
Administrator

For Agenda of: September 27, 2021

Attachments: Residential Lease Agreement
for 7601 Soundview

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Initial &
Date

KK 9-17-21

AP 9/17/21

N/A

N/A

N/A

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

The lease agreement with the prior tenants at 7601 Soundview Drive (adjacent to Soundview Forest Park) has expired after the tenants informed the City that they would not be renewing the lease.

The previous rental rate approved by Council was \$1850.80. In July, Council authorized staff to seek new tenants for the house at a minimum rental rate of \$3000 per month. After listing advertising the house for rent at \$3500 per month and then again at \$3000 per month the City was unable to find any willing tenants.

After lowering the rental rate again, we have secured a qualified tenant at a rate of \$2800 per month (\$2,481.39 rent plus leasehold excise tax of \$318.61). The tenant has exceeded the required credit and background check thresholds and is ready to enter into this lease agreement starting on October 1.

FISCAL CONSIDERATION: None.

BOARD OR COMMITTEE RECOMMENDATION: None.

RECOMMENDATION/MOTION: Move to approve the residential lease agreement for 7601 Soundview.

LEASE AGREEMENT--RESIDENTIAL

FOR GOOD AND VALUABLE CONSIDERATION effective the 1st day of October, 2021, the City of Gig Harbor ("Landlord"), and Randy Stewart together with Barbara Rose Stewart ("Tenant") hereby enter into this lease according to the terms and conditions stated hereafter for the home and real property located at 7601 Soundview Drive, Gig Harbor, Washington 98335, Pierce County, Tax Parcel # R0221081108, (hereinafter the "Property" or "Premises") and legally described as:

That portion of the South 125 feet of Government Lot 2 in Section, Township 21, Range 2 East of the Willamette Meridian, lying between Wickersham County Road and the Outside Ferry Landing County Road, situate in Pierce County, State of Washington.

1. Term. The term of this lease shall be nine months, unless sooner terminated as hereinafter provided. This lease shall begin on the 1st day of October, 2021 and terminate on June 30, 2022. This lease shall automatically renew itself from year to year unless otherwise terminated. Rent for the successive yearly terms shall be a minimum of \$2,800/month, but the exact amount shall be subject to increases in the discretion of Landlord on an annual basis with 30 days advance written notice prior to the renewal of the lease.

After the initial nine-month lease term, this lease may be terminated for any reason whatsoever and without penalty by either the Tenant or Landlord by giving the other party at least 30 days prior written notice. In the event of a breach any of the terms or conditions of this Lease by the Tenant, Landlord shall be entitled to immediately declare the Lease terminated and the Tenant agrees to immediately quit and surrender the premises freely and voluntarily in good condition as stated herein.

2. Rent Amount. Tenant shall pay the sum of \$2,800.00 per month for the initial 9-month term. The monthly rent shall be \$2,481.39 per month and leasehold excise tax shall be \$318.61. Rent shall be payable to:

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

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

Rent for the first and last months of the lease shall be due prior to the beginning of the lease on October 1, 2021.

3. Security Deposit. Tenant hereby agrees to pay a security deposit of \$2000.00 to be refunded after vacating the premises, return of the keys, leaving the property in good repair and a neat and clean state, and termination of this contract according to the terms herein agreed. No interest will be paid to the Tenant on this money and in no case will it be applied to back or future rent. Said monies will be placed in an account with Columbia State Bank, main branch, Tacoma, Washington. Prior to accepting the security deposit, Landlord shall provide Tenant with a written checklist or statement with photographs specifically describing the condition and cleanliness of or existing damages to the premises and furnishings, including, but not limited to, walls, floors, countertops, carpets, drapes, furniture, and appliances, is provided by Landlord to Tenant at the commencement of the tenancy. The checklist or statement shall be signed and dated by Landlord and Tenant, and Tenant shall be provided with a copy of the signed checklist or statement. This deposit will be held by the landlord until after the Tenant has vacated the property. The property will then be inspected and any damage beyond normal wear and tear will be repaired and tenant agrees to compensate the landlord for such. If all the terms of this contract have been complied with, the deposit will be refunded within 14 days of termination minus any repair or cleaning costs. The tenant has inspected the premises and acknowledges that it is currently in a neat, clean and good condition and good state of repair. Tenant accepts the property in its current "AS IS" condition.
4. Occupancy. The Premises are rented for residential occupancy by the Tenant only. Subletting any portion of the Premises or keeping any roomers or boarders without the written permission of the Landlord is strictly prohibited.
5. Maintenance, Utilities, & Taxes by Tenant. It is the agreement and intent of the parties that the Tenant will pay all costs related to the ownership of the subject property with the exception of Pierce County real estate property taxes, fire and liability insurance, maintenance of the structure, windows and roofing. This obligation specifically includes, but is not limited to, the requirement that the Tenant shall pay all charges for gas, oil, electricity, water, sewer, garbage, drainage, cable, and other utilities and services to the premises during the term of this lease. These utility payments are required in addition to the base monthly rental.

Further, the Tenant shall, at their own risk and expense, at all times maintain the premises (house and yard) in good condition and keep the premises neat, clean and in a sanitary condition and keep and use the premises in accordance with all applicable laws, ordinances, rules, regulations and other requirements of the governmental authorities of Pierce County and the State of Washington. Tenant agrees to keep and maintain the Premises, including all landscaping, plantings, garages, outbuildings or other structures, in good condition and repair at all times during the tenancy. Specifically, Tenant will be required to keep the yard in neat and presentable condition, the lawn mown, garden area weed free, plantings watered, and the like. Watering the lawn in the summer months is not required. Tenant shall permit no waste, damage, or injury to the premises and shall protect the premises from damage including protecting all water, heating, gas, septic, sewer and other pipes to prevent such from freezing or clogging. Tenant shall be required to repair all leaks caused by the Tenant. Tenant shall be required to repair all damages caused by said leaks during the term of this lease.

Tenant shall not permit any nuisance to continue on the Property. Tenant shall not park or store any vehicles, boats, trailers, etc. on the east (water-facing) side of the property. Complaints of nuisance to Landlord, from police, neighbors, or others, are grounds upon which Landlord may terminate this Lease.

6. Improvements. Tenant may not make alterations and improvements to the Property without the advance written consent of the Landlord. Unless otherwise agreed to in writing, the cost of all alterations and improvements shall be borne solely by the Tenant. On termination or expiration of this lease, all alterations, fixtures, appliances, and improvements shall become the sole property of Landlord. Landlord acknowledges that the refrigerator, washer and dryer are provided by Tenant and shall remain the property of Tenant.
7. Inspection by Landlord. Landlord or Landlord's representative may inspect the Premises at reasonable times upon reasonable prior notice to Tenant.
8. Insurance. Landlord shall provide Hazard & Fire Insurance solely for its own benefit. Landlord will not be liable for any loss sustained by Tenant or of Tenant's personal property. Tenant hereby acknowledges this and agrees to make no such claims for any losses or damages against the Landlord, its agents, or employees. Tenant agrees to purchase insurance at their own expense sufficient to protect themselves and their property from damages, injury, fire, theft, burglary, breakage, electrical conditions, and the like. Tenant acknowledges that if they fail to procure such insurance it is their responsibility and they alone shall bear the consequences. In the event the Premises are damaged, destroyed or condemned such that they are no longer reasonably habitable, Landlord may, at its option, terminate this Lease. Tenant shall not be entitled to any compensation or other damage award as a result of the damage or destruction to the Premises and resulting lease termination. In the event the Premises are damaged, destroyed or condemned such that they are no longer reasonably habitable, Landlord may, at its option, immediately terminate this Lease.
9. Termination. At the termination of Tenant's tenancy, Tenant shall deliver the Premises in clean and neat condition, with all appliances and systems in good working order, reasonable wear and tear excepted. Tenant shall cooperate with Landlord's inspection following the delivery of the tenancy and provide Landlord with a forwarding address. Tenant shall have the carpets professionally cleaned following Tenant's vacation of the Premises. Upon vacation of the Premises, Tenant shall provide proof that all utilities have been paid through the end of the tenancy and that the heating oil tank has been filled to its full capacity. In the event of a breach any of the terms or conditions of this Lease by the Tenant, Landlord shall be entitled to immediately declare the Lease terminated and the Tenant agrees to immediately quit and surrender the premises freely and voluntarily in good condition as stated herein. If Tenant fails to surrender the Premises at the termination of this Lease, then, in addition to any actual damages suffered by Landlord and any attorney fees and costs of Landlord related to such failure, Tenant shall pay daily rent at twice the fair market value for the rental of a comparable property at the termination of this Lease.

10. Indemnification. To the fullest extent permitted by law, Tenant shall defend, indemnify and hold harmless Landlord and Landlords' agents and representatives of and from any and all claims, demands, suits, judgments, liabilities and penalties of any sort; including all reasonable expenses and actual attorney's fees, which may be made or assessed against Landlord arising from or in any way related to Tenant's occupancy of the Premises, including but not limited to, any act or omission of Tenant, its agents, guests, or any member of Tenant's family.
11. Smoking/Pet/Etc. Limitation. Tenant agrees not to smoke or permit or allow persons to smoke in the Premises. Tenant agrees not to keep or permit to be kept any dogs cats or any other animal or pets, in and about the Premises without advance written permission of the Landlord. Should a pet be allowed, Landlord may request an additional security/cleaning/damage deposit be paid. Tenant at all times agrees to comply with the laws and regulations of the City of Gig Harbor and all other applicable governmental entities.
12. Smoke Detector and Carbon Monoxide Detector. Landlord and Tenant acknowledge that the Premises contain smoke detector and carbon monoxide detector devices in compliance with the Washington Residential Landlord Tenant Act, that the detector is in working order, and that the Tenant shall be responsible for providing replacement batteries.
13. Lead Warning Statement. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing. Tenant will be provided with a federally approved pamphlet on lead poisoning prevention prior to occupying the Premises. Landlord accepts no liability from injuries resulting from lead poisoning.
14. Executors/Heirs. This lease agreement shall be binding not only on the Tenant, but also in all respects upon the Executor of their estate and their heirs.
15. Attorney's Fees and Costs. If by reason of any default on the part of Tenant, it would become necessary for the Landlord to employ an attorney for the breach of any provision of this Lease or to recover possession of the Leased Premises, the prevailing party shall have and recover against the other party, in addition to the cost allowed by law, such sum as the court may adjudge to be a reasonable attorney's fee.
16. General Provisions. This Lease shall be governed by Washington law and subject to all provisions of the Residential Landlord-Tenant Act (Chapter 59.18 RCW). All proceedings under this Lease or the relationship of the parties shall be held in the appropriate forum in Pierce County, Washington.

17. Enforceability. If any provision of this Lease is held to be unenforceable, the remainder of this Lease shall continue, at the option of Landlord.

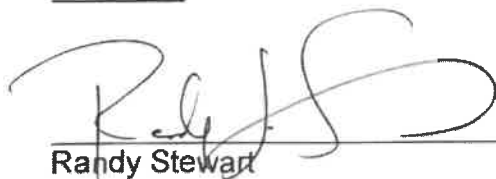
18. Notices. The Landlord's representatives in all matters relative to this lease is Tony Piasecki, City Administrator of the City of Gig Harbor. The contact information for all correspondence between the parties is:

Landlord:
Tony Piasecki, City Administrator
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335
Phone: 253-851-6127
Email: tpiasecki@gigharborwa.gov

Tenant:
Randy Stewart
Barbara Rose Stewart
7601 Soundview Drive
Gig Harbor, Washington 98335
Phone: 253-229-3052
Email: rstewartandco@gmail.com

TENANTS HEREBY ACKNOWLEDGE AND AGREE TO COMPLY WITH ALL TERMS OUTLINED IN THIS AGREEMENT.

TENANT:


Randy Stewart
9-20-21
Date


Barbara Rose Stewart
9-20-21
Date

LANDLORD:

Tony Piasecki, City Administrator
Date



Business of the City Council City of Gig Harbor, WA

Subject: Appointments to the Lodging Tax Advisory Committee

Proposed Council Action: Move to approve the appointment of Sue Braaten (Collector Position) and Mary DesMarais (Receiver Position) to the Lodging Tax Advisory Committee with terms expiring September 30, 2024.

Dept. Origin: Administration

Prepared by: Josh Stecker

For Agenda of: September 27, 2021

Initial &
Date

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

✓✓ 9-17-21

AP 9/17/21

N/A

N/A

N/A

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

The Board & Commission Candidate Review Committee met on September 13 and interviewed candidates for the Lodging Tax Advisory Committee. The committee recommends appointment of appointment of Sue Braaten (Collector Position) and Mary DesMarais (Receiver Position) to the Lodging Tax Advisory Committee (terms expiring September 30, 2024).

FISCAL CONSIDERATION

None

BOARD OR COMMITTEE RECOMMENDATION

See above.

RECOMMENDATION/MOTION

Move to approve the appointment of Sue Braaten (Collector Position) and Mary DesMarais (Receiver Position) to the Lodging Tax Advisory Committee with terms expiring September 30, 2024.



Business of the City Council City of Gig Harbor, WA

Subject: Prentice Ave/ Fennimore St. Half-Width Frontage Improvements

Proposed Council Action:

Authorize the Mayor to execute Professional Services Contract with Parametrix, Inc. in an amount not to exceed \$49,872.00.

Dept. Origin: Public Works/Engineering

Prepared by: Stephanie Seibel, PE *SAS*
Associate Engineer

For Agenda of: September 27, 2021

Exhibits: Professional Services Contract with Scope and Fee

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Public Works Dir.:

Approved by City Engineer:

Initial & Date

email 9/2/21
AP 9/17/21
by email 9/17/21
CP 9/17/21
AD 9/17/21
TH 9/17/21

Expenditure Required	\$49,872.00	Amount Budgeted	\$50,000.00	Appropriation Required	\$0
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INFORMATION/BACKGROUND

In the City's 2021 Final Budget objectives for the Street Division – Capital fund the Prentice Ave./ Fennimore St Half-width Frontage Improvement project was identified. This project would provide preliminary design (30%) sidewalk from Harbor Ridge Middle School along Prentice Ave to Fennimore St, and then along Fenimore St to Peacock Hill where a crossing would be added with RRFB Flashing Beacons. The work identified in the 2021 City Budget is in preparations for possible grant applications, final design and permits in 2022.

FISCAL CONSIDERATION

The budget summary for this item is provided in the table below:

2021 Budget Street Division – Capital, Objective No. 12	\$50,000.00
Anticipated 2021 Expenses:	
Parametrix Inc. Professional Services Contract	(\$49,872.00)
Remaining 2021 Budget =	\$41.00

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION/MOTION

Authorize the Mayor to execute Professional Services Contract with Parametrix Inc. in an amount not to exceed \$49,872.00

**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 corporation (the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the design of Prentice Avenue/Fennimore Street Half-Width Frontage Improvements 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 Forty-nine Thousand Eight Hundred Seventy-Two Dollars and Zero Cents (\$49,872.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit B**, unless the parties agree to a modification of this Contract, pursuant to Section 17 herein.

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

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

3. **Duration of Work.** The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by December 31, 2021; provided however, that additional time shall be granted by the City for excusable days or extra work. Further, the parties may extend the duration of this Agreement consistent with the terms of Section 17 below.

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

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

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

7. **Indemnification.**

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

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

8. Insurance.

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

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

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

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

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

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Employer's Liability, each accident \$1,000,000, Employer's Liability Disease-each employee \$1,000,000, and Employer's Liability Disease - Policy Limit \$1,000,000.
4. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim.

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

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

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

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

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

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

11. Records.

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

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

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

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

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

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

14. Resolution of Disputes and Governing Law.

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

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

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

CONSULTANT:
ATTN: Jenna Anderson, PE
Parametrix
60 Washington Ave, Ste 390
Bremerton, WA 98337
206-519-5804

City of Gig Harbor
ATTN: Trent Ward, 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 Mayor if all other terms of the Agreement are unchanged and remain in full force and effect for the entire new duration of the Agreement.

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

CONSULTANT

CITY OF GIG HARBOR

By: *Janifer Young*
Its: EP&C Division Manager

By: _____
Mayor

ATTEST:

Interim City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A SCOPE OF WORK

City of Gig Harbor Prentice Avenue/Fennimore Street Half-width Frontage Improvements

INTRODUCTION

Although it is not listed on the City of Gig Harbor Six-Year Transportation Improvement Plan (TIP) 2022-2027, the Prentice Avenue/Fennimore Street Half-width Frontage Improvements project was identified within the City's 2020 Preliminary Budget. During the City's May 2021 Public Works Committee meeting the Prentice Avenue/Fennimore Street Half-width Frontage Improvements project was again identified by the City Council as being a priority to the City.

The goal of the project is to provide half-width roadway improvements, including filling the gap in the pedestrian network. The project limits extend approximately 1,200 linear feet and include:

- The north/west side of Prentice Avenue, from the current end of sidewalk (east of Fuller Street) to Fennimore Street
- The south side of Fennimore Street
- Pedestrian crossing of Prentice Avenue at the Fennimore Street intersection (south crossing)
- Pedestrian crossing of Peacock Hill Avenue at the Fennimore Street intersection (south crossing)

Prentice Avenue and Fennimore Street are local roads and will be designed to follow the City of Gig Harbor Engineering Division "Roadway Section Local" detail 2-06, without on-street parking or planter area. Half-width roadway improvements will include storm system improvements, curb and gutter, sidewalk, and street lighting. Associated with these improvements will be Americans with Disabilities Act (ADA) compliant curb ramps, impacted driveway reconstruction, walls, mailbox relocations, signage, and channelization. The project will also include a rectangular rapid flashing beacon (RRFB) crossing of Peacock Hill Avenue and may include curb bulb-outs.

Parametrix's proposed scope of work (SOW) includes a topographic survey of the site and preparation of the conceptual design and associated preliminary cost estimate for the improvements, in preparation for possible City grant applications in 2022. The elements of the conceptual design are summarized in the Task 3 assumptions.

The contract budget shown in Exhibit C is considered to be a Not to Exceed amount and shall not be exceeded unless adjusted by a supplemental agreement.

The following tasks are associated with this SOW.

SCOPE OF WORK (continued)

TASK 1 – PROJECT MANAGEMENT AND MEETINGS

Objectives

The objective of this task is to provide overall project management of the consultant contract with the City of Gig Harbor and to attend meetings.

This task includes general management functions that include the following:

- Document and communicate the scope of work, budget, and schedule as a road map for the project team. Coordinate project team and City throughout the project.
- Track the project budget and progress using Parametrix in-house tools.
- Attend one virtual meeting with City and Peninsula School District to receive input, comments and/or concerns related to the project.
- Prepare monthly invoices and progress reports for services performed during the month.
- Prepare written correspondence as needed to document project status.

Deliverables

Deliverables for this task include:

- Miscellaneous correspondence to document project status.
- Monthly progress reports enclosed with invoices.

Assumptions

Assumptions for this task include:

- Project duration is 3 months (October 2021 through December 2021).
- City will lead public involvement for the project. Parametrix's involvement will be limited to the virtual meeting with the Peninsula School District.
- Up to two Parametrix staff will attend one virtual meeting with City and Peninsula School District staff.
- City will arrange/coordinate meetings with Peninsula School District. City will produce meeting agenda and will create and distribute meeting minutes.

TASK 2 – SURVEY

Objective

Parametrix will perform a topographic survey of the limits delineated in the attached Figure 1. The topographic mapping limits will generally extend to the frontage roadway centerline and to 15 feet beyond the right-of-way boundary line.

SCOPE OF WORK (continued)

Activities

The following activities will be performed:

- Locate visible evidence of, including but not limited to, the following improvements
 - Concrete joints in the sidewalk and curb
 - Curbs
 - Sidewalks/paths
 - Pavement-delineation between concrete and asphalt
 - Storm drainage and storm drain structures
 - Water valve boxes
 - Electrical power vaults and associated surface features
 - Telephone pedestals
 - Natural gas utility
 - Cable or fiber optic pedestals
 - Street lighting
 - Fire hydrants
 - Signage
 - Overhead wires and guy wires
 - Utility poles and pole numbers
 - Underground utility location paint marks set by others, if visible at time of the field survey
 - Significant trees with drip lines (6 inches or larger as measured 4 1/2 foot above the ground, or as required by the Client).
- Establish horizontal control. Set and measure horizontal control necessary for mapping.
- Establish vertical control.
- Determine rights-of-way and lateral boundary lines of properties along the right of way frontage. Boundary determination will not extend beyond the lateral interior parcel lines on the right of way frontage.
- Compile mapping and boundary information into a 1-inch-equals-20-feet scale base map in AutoCAD, Civil 3D Version 2018.

Deliverables

The following deliverables are associated with this task:

- An electronic drawing file of the topographic survey in AutoCAD Civil 3D 2018 format in one drawing file.

SCOPE OF WORK (continued)

Assumptions

The following assumptions apply to this task:

- Parametrix will be provided rights of entry and reasonable access to all areas requiring survey.
- Parametrix will not be setting any property corners and no record of survey as part of this scope.
- For safety reasons Parametrix personnel are not permitted to enter enclosed utility structures. These structures will be detailed and inventoried only to the extent feasible from the surface.
- All electronic mapping standards will be based on City of Gig Harbor drafting standards unless specified otherwise.
- The cost of an independent utility locating service to identify the location of existing underground utilities is included in the budget.
- Unless otherwise specified by the client, horizontal datum shall be NAD 83/11 Washington Coordinate System, North Zone, and vertical datum shall be NAVD88.

TASK 3 – CONCEPTUAL DESIGN (30%)

Objective/Goal

Prepare conceptual roll plots, roadway section, 30% plans and engineer's opinion of probable cost. The City intends to use this information for private property owner engagement and grant application packages.

Approach

The following activities will be performed as part of this task:

- Prepare a conceptual roll plot and roadway section for early public involvement opportunity. The roll plot will display aerial imagery, conceptual roadway section and sidewalk route overview.
- Following topographical survey, perform a site walk with City staff to discuss project improvements and verify survey basemap.
- Utilize AutoCAD Civil 3D and surveyed topographical basemap to advance recommended conceptual project footprint and design elements. Identify any recommended deviations from City standards.
- Update the conceptual roll plot and roadway section for City review. The updated roll plot will incorporate public comments from the early outreach opportunity and display the topographical basemap, advanced conceptual design, and roadway section.
- Incorporate City input into conceptual design to produce conceptual plan sheets and engineer's opinion of probable cost deliverables.

SCOPE OF WORK (continued)

Deliverables

The following deliverables will be prepared:

- Conceptual roll plot and roadway section (2 versions - one for early public involvement and one updated for City review)
- Conceptual (30%) plan sheets using the City of Gig Harbor Title Block (see assumptions for sheet list; total sheets = 6)
- Conceptual (30%) engineer's opinion of probable cost

Assumptions

The following assumptions apply to this task:

- All design work will conform to City of Gig Harbor 2018 engineering standards.
- The conceptual design consists of half-width roadway improvements including existing roadway centerline alignment, curb and gutter, gutter flowline alignment and profile, sidewalk, curb ramp locations and types, approximate wall locations and surface area, approximate driveway tie-ins, plan view stormwater improvements, schematic street lighting, and channelization. The project will also include a RRFB crossing of Peacock Hill Avenue and may include curb bulb-outs.
- For conceptual design, coordination with utility companies will not be required.
- City will provide Parametrix with applicable GIS and asset inventory information to be used to supplement topographic design where applicable.
- Drawings will follow Gig Harbor Public Works standards.
- All meetings will be virtual apart from one site walk with City staff. A maximum of two Parametrix staff will attend meetings.
- Only one site visit will be required.
- Conceptual (30%) plan set will be limited to the proposed improvements and the following six sheets:
 - Cover sheet, including sheet index and legend (1 sheet)
 - Typical roadway section (1 sheet)
 - Roadway plan and profile (4 sheets)
- One PDF set of plans (11-inch x 17-inch) and cost estimate will be provided.
- AutoCAD and PDF files of all drawings and documents will be provided digitally.
- Engineers estimate of probable cost will utilize unit costs from existing bid tabulations and WSDOT unit bid analysis database.
- Lump sum bid items are anticipated for miscellaneous improvements such as mailbox relocation and signage improvements.
- The scope of work will be considered complete when the conceptual plan sheets and engineer's opinion of probable cost are delivered to the City. City review comments on the conceptual (30%) submittal will be used for future design advancement.

SCOPE OF WORK (continued)

SCHEDULE

Work Element	Completed By
Notice to Proceed	October 1, 2021
Conceptual Roll Plot for Early Public Involvement	October 19, 2021
Survey and Base Map	November 5, 2021
Updated Conceptual Roll Plot & Design for City Review	November 30, 2021
City Review	December 1-3, 2021
Conceptual (30%) Plans and Probable Cost Deliverable	December 30, 2021

PARAMETRIX

EXHIBIT B - SCHEDULE OF RATES AND ESTIMATED HOURS

Project: Prentice Ave/Fennimore St Half-width Frontage Improvements

Client: City of Gig Harbor

PMX #	BILLING MULT.:	STAFF	Sr. Consultant D. Dinkuhn	Eng. II K. Crawford	Sr. Eng. M. Kendall	PM Jenna Anderson	Sr. Eng. C. Schott	Sr. PC S. Harris	Acct. L. Gilbertson	Sr. Survey L. Miller	Survey Tech S. Sharpe	Survey II T. McJunkin	Survey I A. Desplanches	Survey III K. Allinson	TOTAL HOURS	TOTAL COST
233-2750-847	3.07	Burdened Labor Rate	\$246.45	\$121.33	\$183.62	\$191.34	\$238.15	\$125.70	\$132.21	\$182.28	\$129.56	\$111.75	\$82.79	\$136.88		
1	1	Project Management and Meetings														
		Meeting with Peninsula School District			3	3									6	\$1,125
		Project Management (4 mo.)				16		4	4						24	\$4,093
		Subtotal			3	19		4	4						30	\$5,218
1	2	Survey														
		Survey Field								1		40	30	6	77	\$7,957
		Processing and Basemap								2	30	10	10	14	66	\$8,113
		Equipment fees (6 days)														\$930
		Property Boundaries								2		10		8	20	\$2,577
		Mileage														\$173
		Private Utility Locators (APS)														\$1,140
		Subtotal								5	30	60	40	28	163	\$20,890
1	3	Conceptual Design (30%)														
		Site Walk	2			4									6	\$1,258
		Conceptual Roll Plot (2 versions)		14		5									19	\$2,655
		SHEETS (6 Total)														
		Cvr w/ Vty Map, Sht Index and legend (1 sheet)		2		1									3	\$434
		Typical Roadway Section (1 sheet)		4	2	4									10	\$1,618
		Roadway/storm plan and profile (4 sheets)	14	32	18	16									80	\$13,699
		QC (plans and estimate)					8								8	\$1,905
		30% Engineer's Opinion of Probable Cost		6	3	4									13	\$2,044
		Subtotal	16	58	23	34	8								139	\$23,614
		Expenses (mileage)														\$150
		Subtotal														\$150
		Labor Hours Total	16	58	26	53	8	4	4	5	30	60	40	28	332	
PROJECT TOTAL																\$49,872

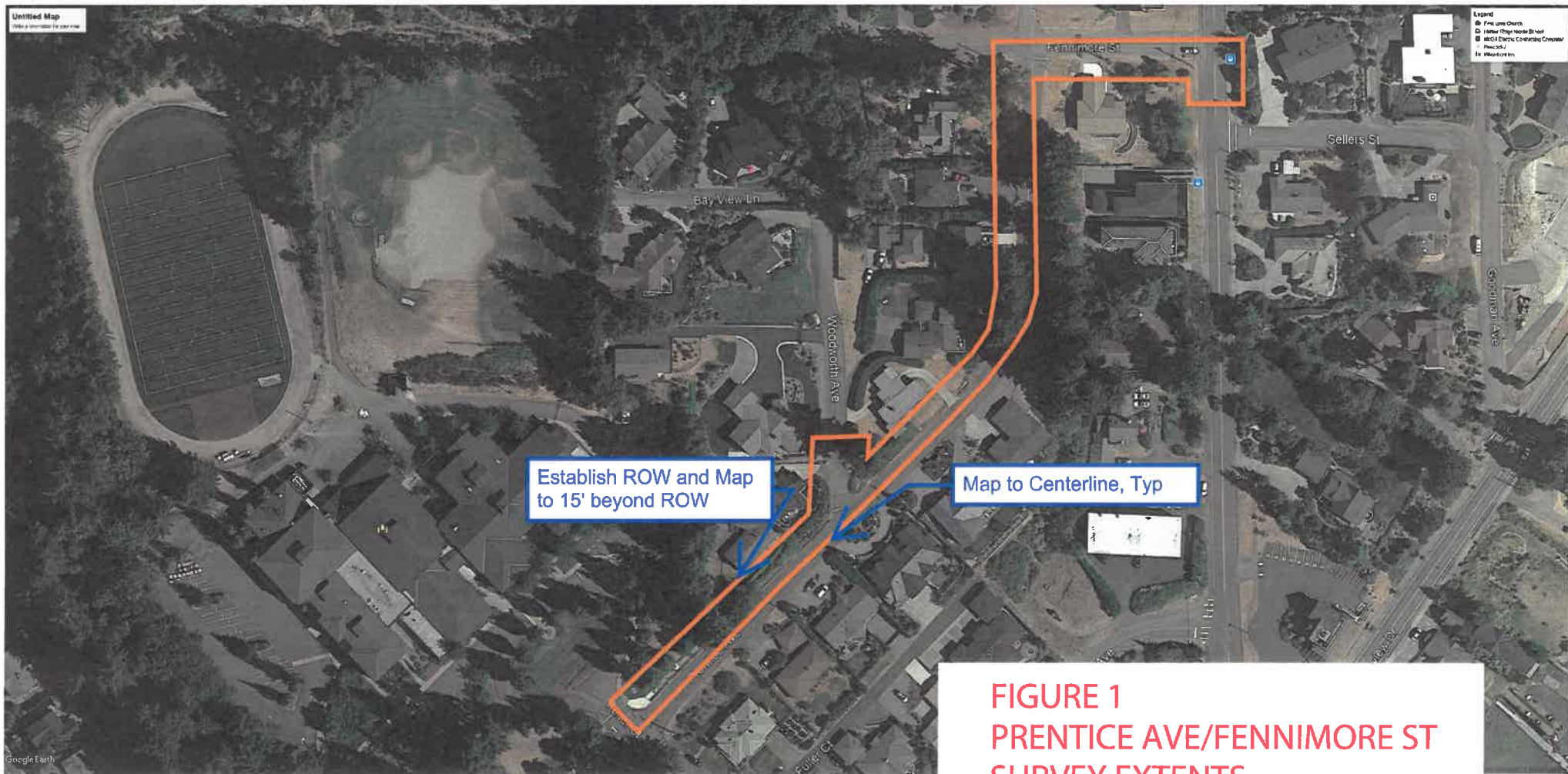


FIGURE 1
PRENTICE AVE/FENNIMORE ST
SURVEY EXTENTS
233-2750-847



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

PO Box 47600 • Olympia, WA 98504-7600 • 360-407-6000

711 for Washington Relay Service • Persons with a speech disability can call 877-833-6341

July 23, 2021

The Honorable Kit Kuhn
Mayor of Gig Harbor
3510 Grandview St.
Gig Harbor, WA 98335

RE: 2020 Wastewater Treatment Plant Outstanding Performance Awards

Dear Mayor Kuhn:

Congratulations! The Gig Harbor Wastewater Treatment Plant is receiving the 2020 “Wastewater Treatment Plant Outstanding Performance” award. Of approximately 300 wastewater treatment plants statewide, yours is one of 125 that achieved full compliance with its National Pollutant Discharge Elimination System (NPDES) permit in 2020.

My staff evaluated wastewater treatment plants in Washington for compliance with the effluent limits, monitoring and reporting requirements, spill prevention planning, pretreatment, and overall operational demands of the NPDES permit.

This is the fourth consecutive year the Gig Harbor Wastewater Treatment Plant received this award. Your excellent record is a credit to the dedicated operators who are responsible for running this award-winning plant.

It takes diligent operators and a strong management team, working effectively together, to achieve this high level of compliance. It is not easy to operate a wastewater treatment plant 24 hours a day, 365 days a year, without violations.

Operators faced unprecedented challenges in 2020 and used impressive creativity and shared expertise to manage wipes, gloves, and masks clogging pipes and pumps, and numerous other challenges. Ecology appreciates the extraordinary level of effort your plant operators demonstrated throughout 2020. Talented and proficient operators are critical to successful plant operations and protecting the health of Washington’s waters.

We will announce the 2020 award recipients, including the Gig Harbor Wastewater Treatment Plant, in the coming weeks.





The Honorable Kit Kuhn
July 23, 2021
Page 2

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

PO Box 47600 • Olympia, WA 98504-7600 • 360-407-6000

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Please contact Greg Lipnickey at 206-594-0172 or greg.lipnickey@ecy.wa.gov if you have any questions or comments about your award.

Thank you for the excellent service your operators provide to your community and the waters of Washington.

Sincerely,

Vincent McGowan, P.E.
Water Quality Program Manager



Climate Policy and Gig Harbor's Comprehensive Planning?

A presentation to the Gig Harbor City Council

by Climate Pierce County

September 27, 2021

Our Mission Statement: Climate Pierce County is an umbrella coalition committed to a carbon-free future for Pierce County. We aim to work collaboratively with all organizations endeavoring to fight climate change and environmental injustice, with the goal of creating a healthy, sustainable, and resilient future for all Pierce County residents. www.climatepiercecounty.com

Contact: Dr. Elly Claus-McGahan
drelly@sound-decisions.org

Climate Action Resource Packet

Assembled by Climate Pierce County

Contact: Dr. Elly Claus-McGahan, drelly@sound-decisions.org

Contents – Blue underlined are links, Funding Opportunities is on the next page.

Referenced in our Presentation

1. [Puyallup Tribe Climate Emergency Resolution](#), 2019
2. [City of Tacoma Climate Emergency Resolution](#), 2019
3. [What does it mean to live Behind a Levee?](#) Fife booklet.
4. [IPCC 6th Assessment Report, Summary for Policy Makers](#), 2021
5. [Energy and Climate Change Chapter in the Lakewood Comprehensive Plan](#), 2021, p. 209
6. Funding Opportunities

Additional On-line Resources

7. [Thurston Climate Mitigation Plan](#): a collaboration between Lacey, Tumwater and Olympia. 2020
8. [Joint Letter of Commitment](#): example of climate collaboration intent between 17 cities and towns in King County, 2019. They are the [K4C](#).
9. [Sustainability 2030: Pierce County Green House Gas Reduction Plan](#)
10. [WA Climate Assembly](#), 2021
11. [2016 Puyallup Tribe Climate Change Impact Assessment and Adaptation Options](#)
12. [Office of Financial Management: Prioritizing Actions and Investments for Climate Resiliency in Washington](#), 2020
13. [Pierce County Rural Climate Dialogues](#), 2021

Funding Opportunities

- Port of Tacoma Local Economic Development Investment fund, \$250,000:
<https://www.portoftacoma.com/community/community-funding-application>
- Tacoma Public Renewable Energy Grants: \$50,000. Requires participation in TPU's Evergreen Options Program as a power consumer. https://www.mytpu.org/community-environment/clean-renewable-energy/evergreen-options-program/evergreen-options-grant-program/grant-application-materials-faqs/#pattern_1
- Washington State Department of Commerce Clean Energy Fund:
<https://www.commerce.wa.gov/growing-the-economy/energy/clean-energy-fund/>
- Washington State Department of Commerce Energy Efficiency and Solar Grants:
<https://www.commerce.wa.gov/growing-the-economy/energy/energy-efficiency-and-solar-grants/>
- USDA :Rural Energy for America Program Renewable Energy Systems & Energy Efficiency Improvement Guaranteed Loans & Grants: <https://www.rd.usda.gov/programs-services/rural-energy-america-program-renewable-energy-systems-energy-efficiency>
- PSE Custom Grants for Energy Efficiency Upgrades. Requires PSE business electric or gas customer. <https://www.pse.com/en/business-incentives/commercial-retrofit-grants/custom-grants>
- EPA Water Infrastructure and Resiliency Finance Center:
<https://www.epa.gov/waterfinancecenter>
- US Climate Resilience Toolkit, Funding Opportunities:
<https://toolkit.climate.gov/content/funding-opportunities>
- EPA Federal Funding and Technical Assistance for Climate Adaptation:
<https://www.epa.gov/arc-x/federal-funding-and-technical-assistance-climate-adaptation>
- Biden's American Jobs Bill Funds: <https://www.whitehouse.gov/briefing-room/statements-releases/2021/03/31/fact-sheet-the-american-jobs-plan/>
- Energy Efficiency and Conservation Block Grant Program – aimed at local governments:
<https://www.energy.gov/eere/wipo/energy-efficiency-and-conservation-block-grant-program>

- HUD Community Development Block Grant Program – for building urban communities with affordable housing as described in Visions 2050:
<https://www.hudexchange.info/programs/cdbg/>
- Water Infrastructure Finance and Innovation Act loans: Tacoma received one for modernizing the Central Wastewater Treatment plant electrical distribution system:
<https://www.epa.gov/wifia/wifia-projects>
- Surface Transportation Block Grant Program: flexible funding for projects to preserve and improve the conditions and performance on any Federal-aid highway, bridge and tunnel projects on any public road, pedestrian and bicycle infrastructure, and transit capital projects, including intercity bus terminals:
<https://www.fhwa.dot.gov/specialfunding/stp/>

Climate Policy and Gig Harbor's Comprehensive Planning

A Presentation to the Gig Harbor City Council
by Climate Pierce County

September 27, 2021

Elly Claus-McGahan, PhD
drelly@sound-decisions.org

Agenda

1. Vision 2050 and Countywide Planning Policies
2. Climate Consequences in Pierce County
3. Expected Climate Trends
4. How, What, and Why?
5. Our Ask
6. Conclusion

From Vision 2050

CC-Action-3 – Reducing GHG emissions

Policies and Actions to Address Climate Change: Cities and counties will incorporate emissions reduction policies and actions that contribute meaningfully toward regional greenhouse gas emission goals, along with equitable climate resiliency measures, in their comprehensive planning. Strategies include land uses that reduce vehicle miles traveled and promote transit, biking, and walking consistent with the Regional Growth Strategy, developing and implementing climate friendly building codes, investments in multimodal transportation choices, and steps to encourage a transition to cleaner transportation and energy systems.

From Vision 2050

CC-Action-4 Climate Resilience and Climate Mitigation

Resilience: Cities and counties will update land use plans for climate adaptation and resilience. Critical areas will be updated based on **climate impacts from sea level rise, flooding, wildfire hazards, urban heat, and other hazards**. The **comprehensive plans** will identify mitigation measures addressing these hazards including multimodal emergency and evacuation routes and **prioritizing mitigation of climate impacts on highly impacted communities and vulnerable populations**.

Climate Change Consequences in Pierce County

Flooding



TNT
February 7, 2020

Puyallup Flood 2009



January 2021 King Tide at Purdy



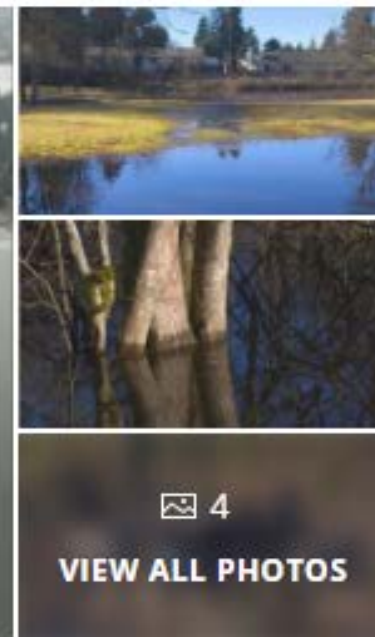
Gig Harbor 2012



New FEMA maps show hundreds of Pierce Co. residents may now need flood insurance

by Michelle Esteban | Monday, February 13th 2017

AA



4

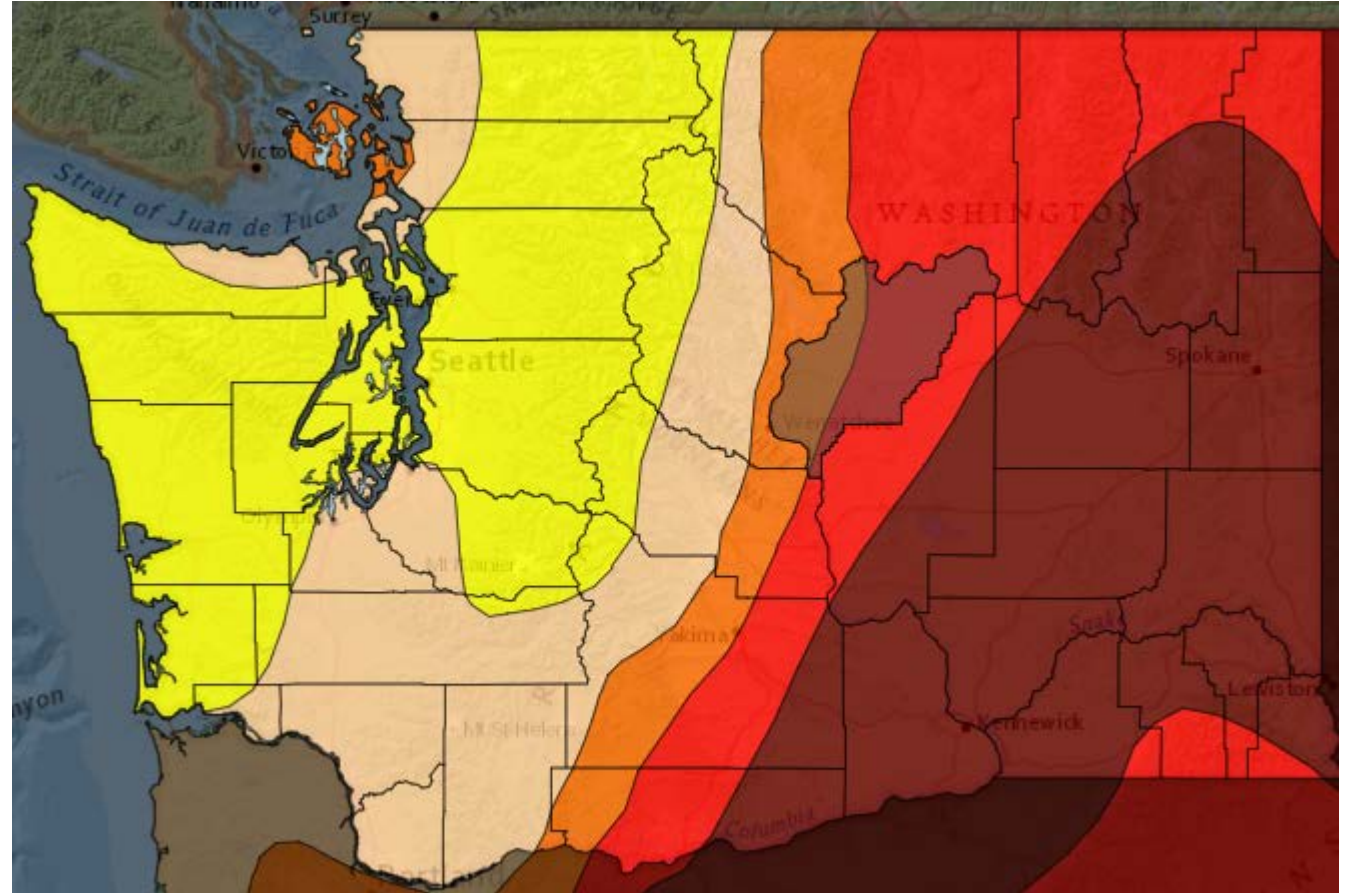
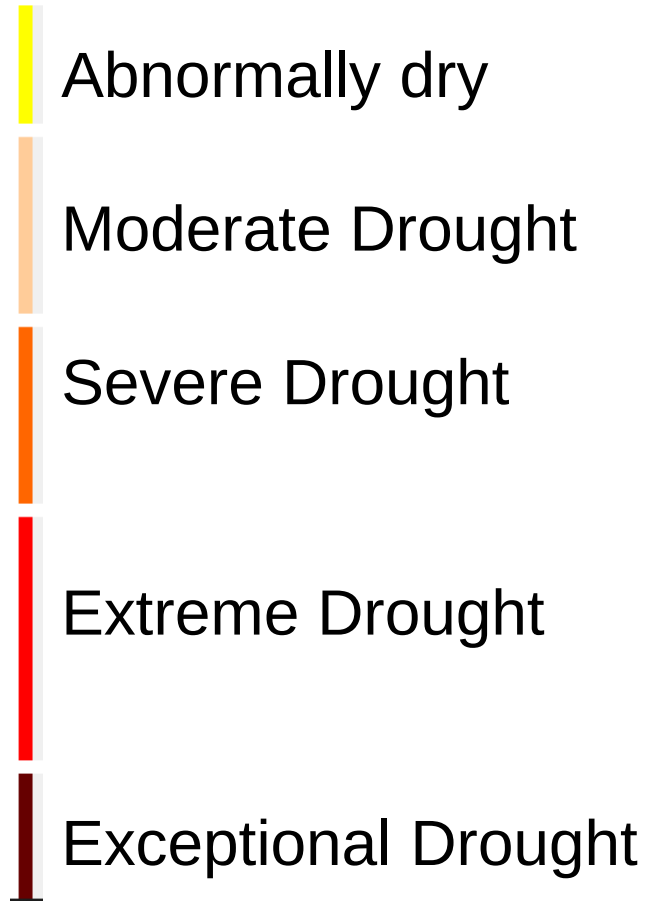
[VIEW ALL PHOTOS](#)

New FEMA flood-mapping has determined that 800 properties that weren't considered "high risk" for flooding before, now fall under that category, which means they may now need flood insurance. (Photo: KOMO News)



PARKLAND, Wash. - Some people in Pierce county might want to call their insurance agent because they may now need flood insurance.

U.S. Drought Monitor Conditions for Washington, September 2021



Wildfires

Graham fire, 8 houses destroyed,
KOMO news, September 8, 2020



Bonney Lake fire, 4 homes
destroyed, 100s to evacuate, TNT,
September 9, 2020

Smokestorms : 2017, 2018, 2020

Tacoma Pierce County
Health Department



August 2021: Beauty from unhealthy air

A boater slices across the last gasp of sunset colored pink by haze of wildfire smoke as seen from the Raft Island bridge in Gig Harbor on Friday evening, August 23, 2021. Drew Perne, TNT



Heat Dome: 2021

Gig Harbor cooling center to open over weekend for people escaping the heat



Mellena O'Brien, four, plays in the Yesler Terrace Spray Park during a heat wave hitting the Pacific



National Weather Service 
@NWS



A historic heat wave will continue to grip the Western U.S. While everyone is at risk from the dangers of extreme heat, but these groups are more vulnerable than most. Ensure that your loved ones and neighbors are safe from the heat and remain [#WeatherReady](#).

Heat Impacts: Vulnerable Populations

				
PREGNANT	NEWBORNS	CHILDREN	ELDERLY	CHRONIC ILLNESS
Extreme heat events have been associated with adverse birth outcomes such as low birth weight, preterm birth, infant mortality, and congenital cataracts.	Newborns are extra sensitive to heat because their ability to regulate body temperature is limited.	Young children and infants are particularly vulnerable to heat, as their bodies are less able to adapt to heat than adults. Those under four are especially vulnerable.	Older adults, especially those who have preexisting diseases, take certain medications, live alone or have limited mobility are at higher risk for heat illness.	People with chronic medical conditions are more likely to have a serious health problem during a heat wave.

Source:
The Impacts of Climate Change on Human Health in the United States:
A Scientific Assessment (U.S. Global Changes Research Program)

weather.gov 

6:35 AM · Jun 27, 2021



Landslides



Crosscut: Fairfax Forest Reserve Rd.
in Pierce County,
February 2020

Gig Harbor 2017



A landslide in Gig Harbor has blocked access to a beachfront community near Sunrise Beach Park.
BY DEAN J. KOEPFLER

Algae Blooms

Look familiar?
Can't swim, and
can't fish.
TPCHD

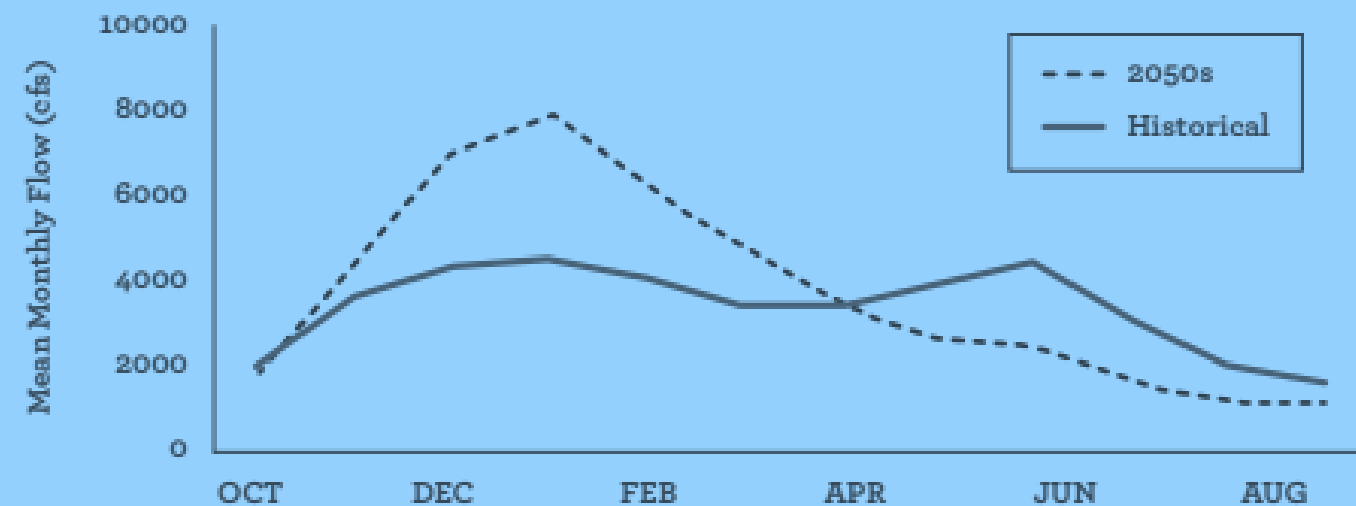


Expected Climate Trends

UW Climate Impacts Group, 2018

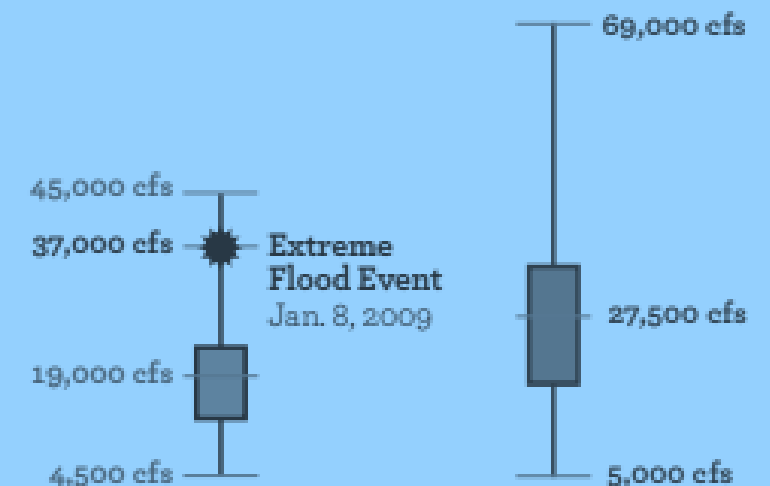
PUYALLUP RIVER AT PUYALLUP

MONTHLY FLOWS



Peak flows of the Puyallup River shift from the historical peak in June to a peak in January by mid-century.

PEAK ANNUAL FLOWS



Mean peak flows and minimum/maximum ranges observed (1950-2017) and projected for future (2050s).

WSDOT 2011: Our summer temperatures

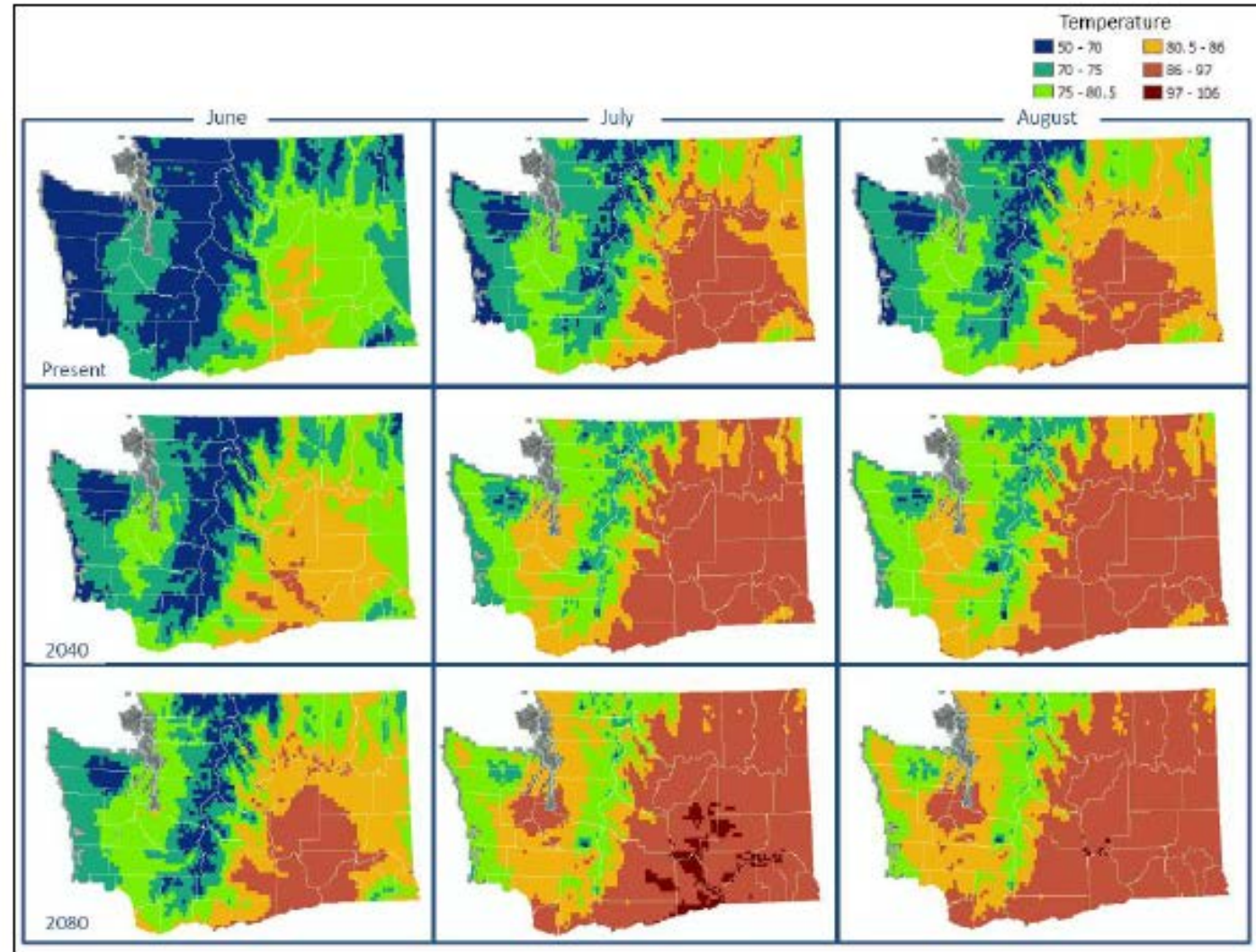
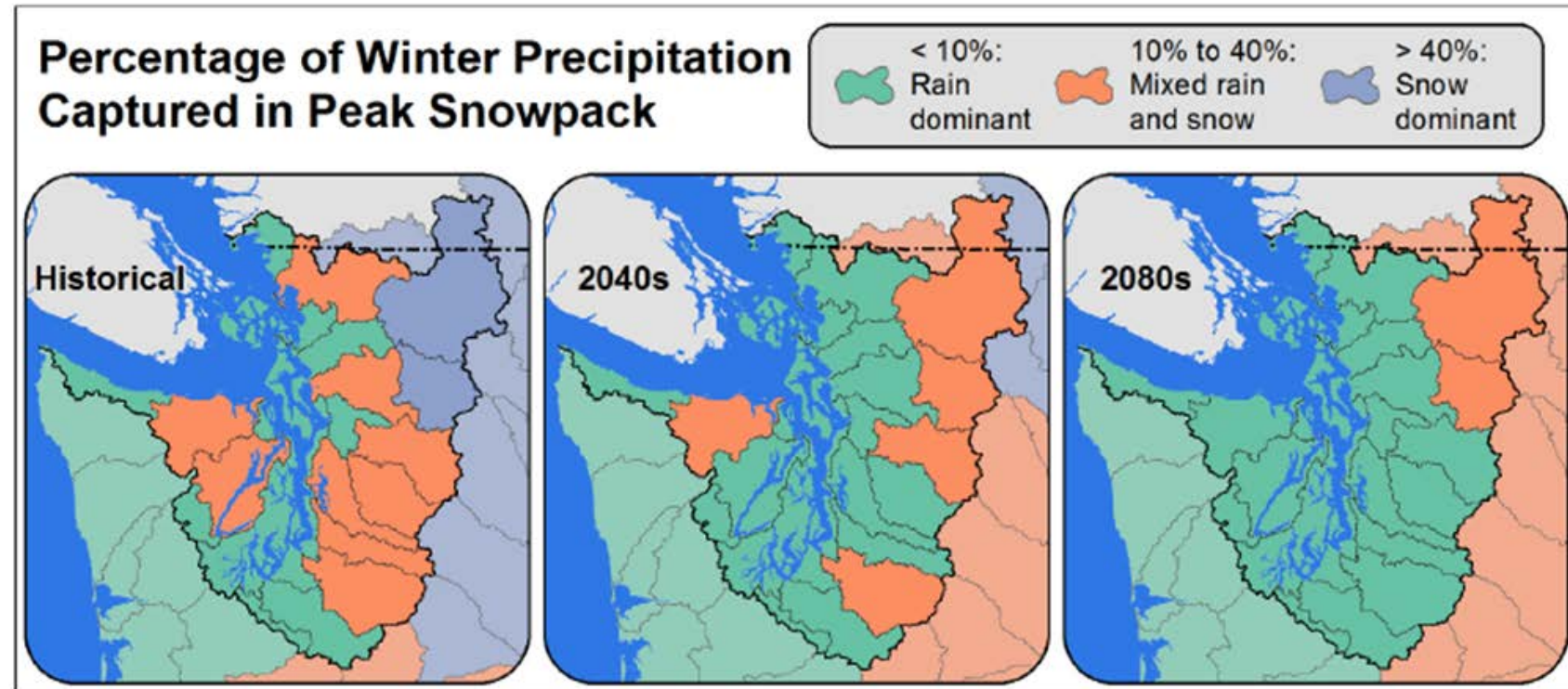


Exhibit 2-2 Change in Temperature – Present to 2080

UW Climate Impacts Group, 2015

We will become rain dominant instead of mixed rain and snow.



A Preview of Future Impacts from 2015

2015 

Temperature: ~2.7°C (4.8°F) warmer than pre-industrial
Snowpack: ~70% below normal (1970-1999 average)

FISHERIES

Low summer streamflow & warm waters
resulted in fishery closures


>250,000

Columbia
River sockeye
salmon died

RECREATION

Low snowpack led to reductions in
winter & summer recreation


42%

shorter ski
season at
Stevens Pass

WILDFIRE

The most severe wildfire season in
Washington's recorded history


>1,000,000

acres
burned


**>\$253
million**

fire
supression

AGRICULTURE

Warm temperatures & reduced water
availability stressed WA agriculture


17

major crops
with reduced
yields

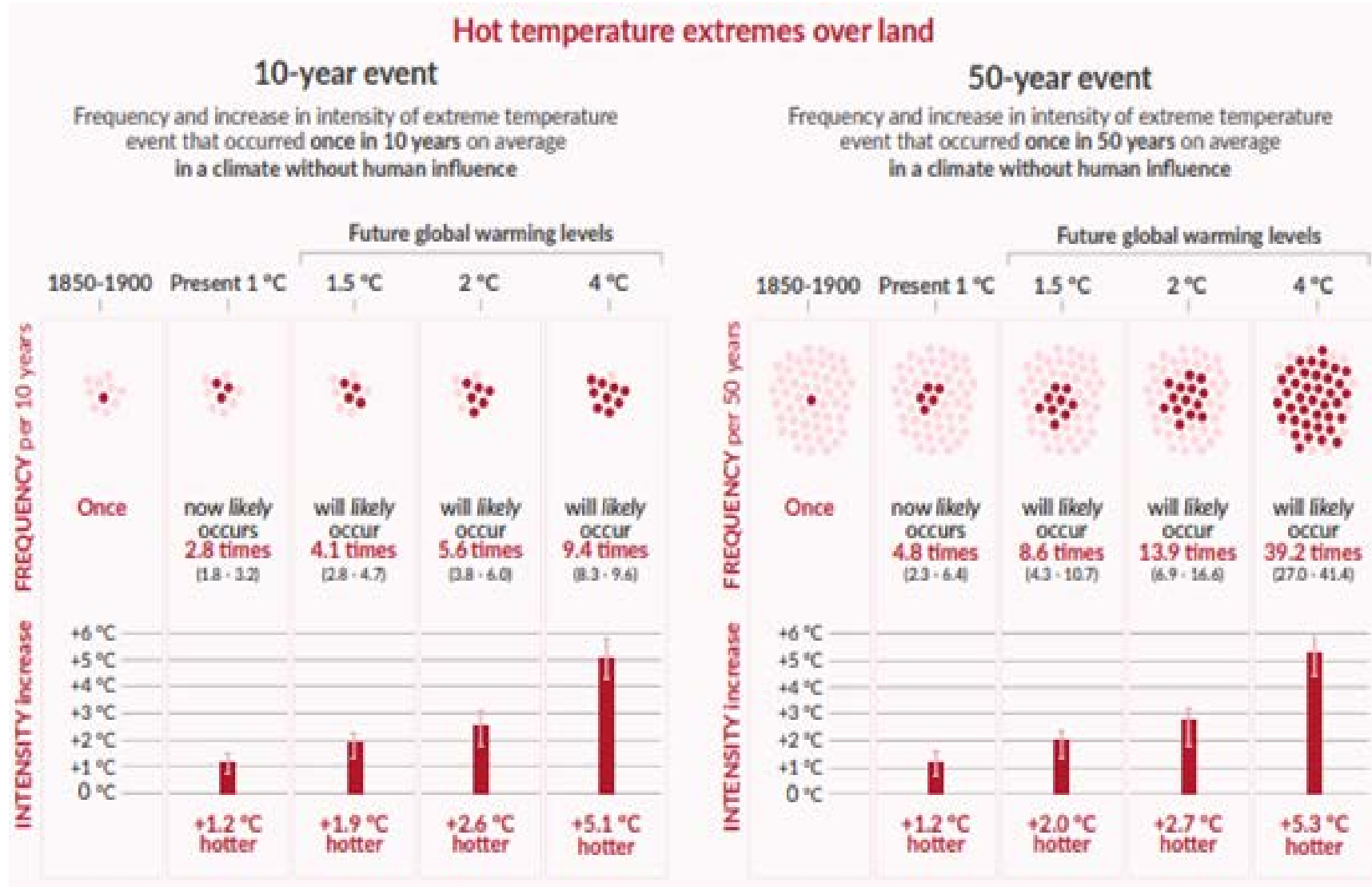

**\$633-733
million**

economic
losses

From UW Climate Impacts Group

UN International Panel on Climate Change, 2021

Projected changes in extremes are larger in frequency and intensity with every additional increment of global warming.



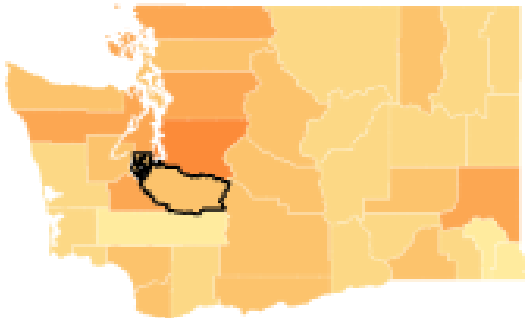
Yale Program on Climate Change Communication, 2020

Risk Perceptions

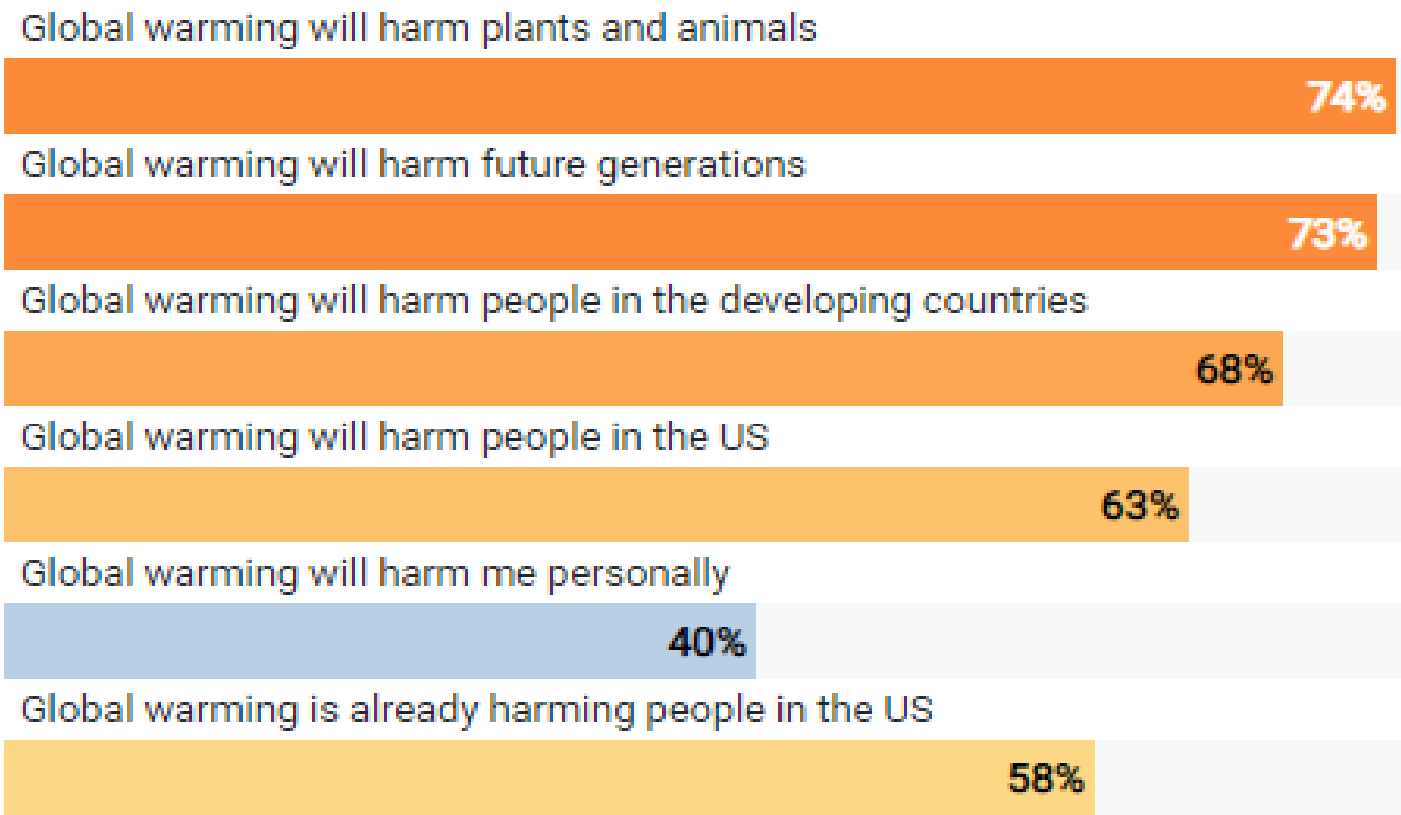
Worried about global warming



Pierce County, Washington



Washington average (65%)

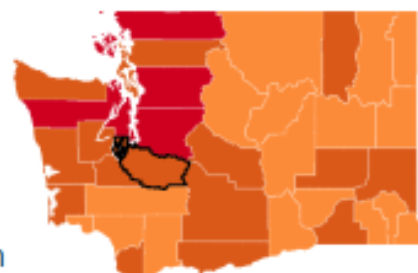


Policy Support

Schools should teach about global warming



Pierce County, Washington



Washington average (79%)

Fund research into renewable energy sources

85%

Provide tax rebates for energy efficient vehicles or solar panels

82%

Regulate CO₂ as a pollutant

73%

Set strict CO₂ limits on existing coal-fired power plants

71%

Require fossil fuel companies to pay a carbon tax

69%

Require utilities to produce 20% electricity from renewable sources

63%

Drill for oil in the Arctic National Wildlife Refuge

29%

Expand offshore drilling for oil and natural gas off the U.S. coast

41%

Global warming should be a high priority for the next President and Congress

52%

A Presidential candidates views on global warming are important to my vote

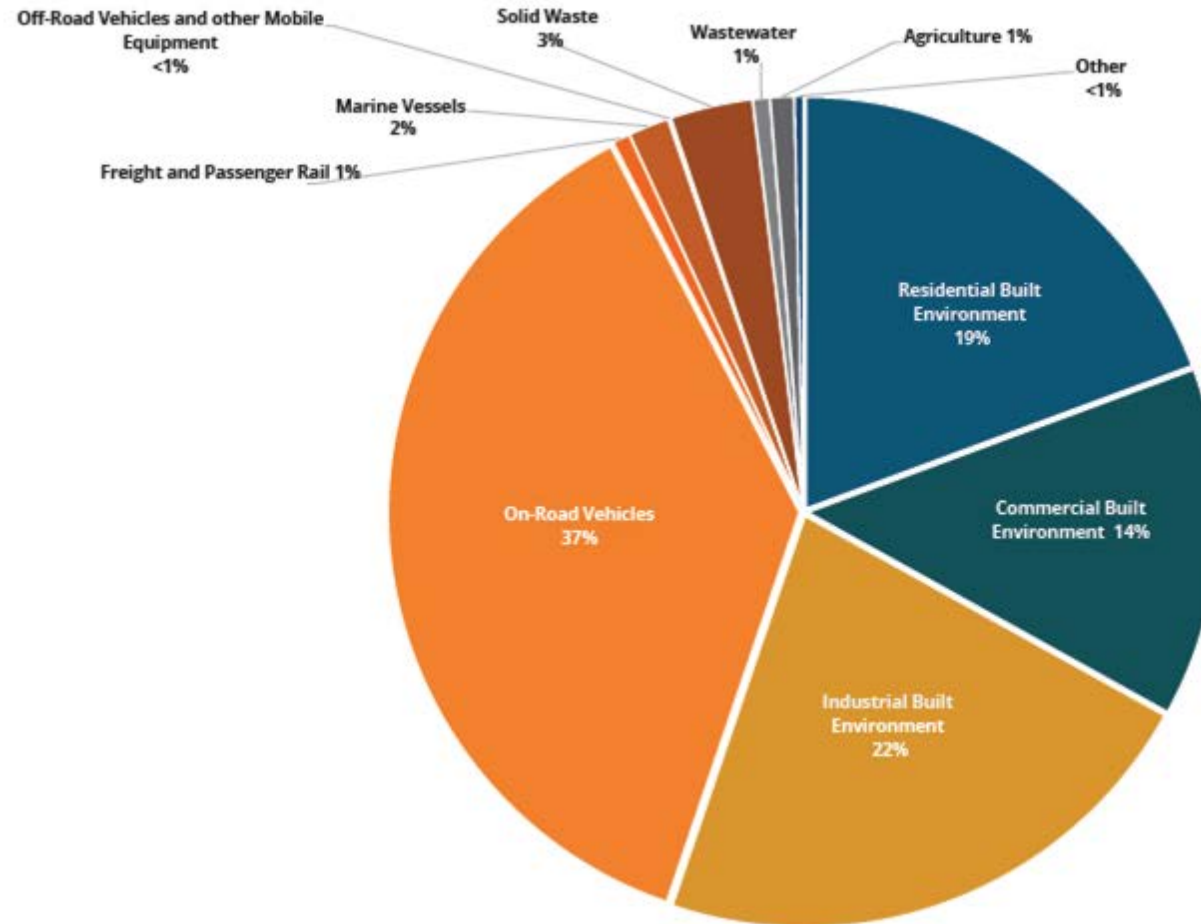
58%

GHG Emission Inventory PSCAA 2015

By 2050, Vision 2050 projects Pierce County Population will increase by 426,000 people, an increase of over 50%.

GHG emissions in
2015:
8.2 million Mg CO₂e

Sources of GHG Emissions in Pierce County 2015



Current Climate Planning in Pierce County

- Northwest Seaport Alliance Clean Air Strategy:
 - Carbon Neutral by 2050
- City of Tacoma Climate Action Plan:
 - Carbon Zero by 2050
- Puyallup Tribe: Emergency Climate Resolution and 2016 Climate Impact Study
- Pierce County Sustainability and GHG Reduction Plan:
 - 45% Reduction by 2030
- Lakewood Climate and Energy Chapter in 2021 Comprehensive Plan

Climate Planning and Collaboration

1. Maximizing resources through collaboration is smart.
2. Small towns don't have the resources to go it alone in funds or personnel. Could combine efforts on climate chapters in your comprehensive plans.
3. Combining efforts on one large project gives greater benefits and reduces overall costs.
4. Bulk purchasing for several towns and cities reduces costs
5. Grant applications with several partner towns carry more weight.

On What?

- Climate goals and actions can come from Vision 2050, your city planners, and the recently passed Pierce County Sustainability
- Communicate the shared vision, and support flexible collaboration on individual town and city priorities.
- Have shared Climate Goals in your Comprehensive Plans.
- Climate Pierce County hopes you will particularly pay attention to the needs of populations vulnerable to climate change effects.

How?

- South Sound Housing Affordability Partnership could be a model to tackle big projects.
- Create a Pierce County Library of Climate and Energy Chapters in City Comprehensive Plans.
- Or a Pierce County shared data base by city on climate actions, updated regularly. Use to populate Comp. plans.
- Other ideas? What would make it easier to do this work?

Why Now?

- To provide a vibrant economic future.
- To ensure a healthy and thriving human and natural habitat.
- To take advantage of funding now coming available from the county, the state, and the federal government.
- To meet the policy demands of Visions 2050 and Countywide Planning Policies 2021.

Our Ask

Please support Climate Collaboration in your Comp. Plan and help create a Climate Collaboration mechanism to support Climate Planning and Climate Projects across Pierce County.

Together you can:

- Reduce emissions
- Motivate a robust clean transit system for all of Pierce County
- Conserve energy in buildings and electrify
- Take care of our beautiful area and its resources .

THANK YOU!

We can help.

Climate Pierce County
[Climatepiercecounty.org](https://climatepiercecounty.org)

drelly@sound-decisions.org

PS: See our provided packet for information and funding resources.

PROCLAMATION OF THE CITY OF GIG HARBOR

Proclaiming the Month of October 2021 as “Healthcare Heroes Month” in Gig Harbor, Washington

WHEREAS, the worldwide COVID-19 pandemic and its progression in Gig Harbor and Pierce County continues to threaten lives and the health of our community as we experience an alarming increase in confirmed cases and hospitalizations contributing to limited availability of beds in our local hospitals; and

WHEREAS, as we work through the second year of the COVID-19 pandemic the need for widespread vaccinations is critical as new variations of the virus take hold, however, only 50% of Pierce County residents are fully vaccinated; and

WHEREAS, the unified vision to protect life is embraced within our healthcare organizations from the housekeeping, janitorial and support staff, to the EMTs, nurses, doctors and respiratory therapists; and

WHEREAS, our healthcare professionals, first responders, and caregivers continue to dedicate themselves to alleviating pain and suffering of COVID-19 patients while risking their own lives and the well-being of their families; and

WHEREAS, the mental health of healthcare workers is suffering as an overwhelming majority of people hospitalized and dying from COVID-19 are not vaccinated, although many of these deaths were preventable with the vaccine; and

WHEREAS, the responsibility, dedication, and fortitude of these devoted individuals to continue administering services in the face of danger and uncertainty serves as an inspiration to all;

NOW, THEREFORE, BE IT PROCLAIMED that the month of October 2021 is

Healthcare Heroes Month

in Gig Harbor, Washington, and all residents are urged to offer their heartfelt gratitude through messages, letters, cards, donations and support to our healthcare professionals for their commitment and sacrifice to continue caring for the sick during this difficult time.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 27th day of September, 2021.

Mayor, City of Gig Harbor

Date



Business of the City Council City of Gig Harbor, WA

Subject: Second Reading and Adoption of Ordinance 1465 Amending GHMC 2.52 Disclosure of Public Records

Proposed Council Action: Move to approve Ordinance 1465 and repeal Administrative Policy A-16-01.

Dept. Origin: Administration

Prepared by: Josh Stecker, Interim City Clerk

For Agenda of: September 27, 2021

Attachments: Ordinance 1465
Administrative Policy A-16-01

Initial &
Date

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

JK 9-17-21

AP 9/17/21

Email

N/A

N/A

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

The Washington State Public Records Act (PRA), codified at Chapter 42.56 RCW, requires cities to adopt reasonable rules and regulations for receiving and processing requests for public records. These rules must "provide for the fullest assistance to inquirers and the most timely possible action on requests for information." The City of Gig Harbor last updated its rules in 2017.

With increasing frequency, the City receives requests that require an exhaustive search of extraordinary amounts of records that require a significant amount of City staff time. On occasion, City staff are able to work with requestors to narrow the scope of their request to find the records they are seeking. Often times though, City staff are left with the requirement to individually review and produce records in bulk. These large or complex requests create excessive interference with the public records officer's other essential duties and unreasonably disrupt the operations of the City, contravening the stated policies and purposes of the PRA.

The proposed changes to GHMC 2.52 in Ordinance 1465 establish a policy that ensures that these requests will not interfere with the other essential functions of the City by limiting the amount of time the public records officer and designees spend on such requests. As proposed in the ordinance, the public records officer or designee will spend no more than 8

hours per week responding requests. The restriction is the equivalent to dedicating .2 FTE to responding to request for public records.

In the instance where the City has multiple requests pending, the public records officer is authorized to process these requests in an order that allows for the most requests to be processed in the most efficient manner. In the event that a requestor submits multiple requests, the public records officer can choose to fulfill the first request received before addressing any subsequent requests.

Nothing in this ordinance removes or changes the City's obligation to fulfill all requests for public records.

Ordinance 1465 also provides several housekeeping updates to incorrect references found in the GHMC 2.52.

In 2016, Council adopted Administrative Policy A-16-01 setting the policy for responding to public records requests. In 2017 Council amended GHMC 2.52 to codify the provisions of this policy. Staff recommends that Council formally repeal Administrative Policy A-16-01 and rely on GHMC 2.52 as the policy document for responding to public records requests.

FISCAL CONSIDERATION: None.

BOARD OR COMMITTEE RECOMMENDATION: None.

RECOMMENDATION/MOTION: None. Move to approve Ordinance 1465 and repeal Administrative Policy A-16-01.

ORDINANCE NO. 1465

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO PUBLIC RECORDS; AMENDING CHAPTER 2.52 OF THE GIG HARBOR MUNICIPAL CODE TO ESTABLISH POLICIES FOR PROCESSING LARGE OR COMPLEX PUBLIC RECORDS REQUESTS ALONG WITH MINOR HOUSEKEEPING AMENDMENTS TO REFLECT CURRENT PRACTICES AND INTERPRETATION UNDER CHAPTER 42.56 RCW (THE PUBLIC RECORDS ACT); PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Chapter 42.56 of the Revised Code of Washington is known as the Public Records Act (PRA); and

WHEREAS, the stated intent of the PRA is to provide full public access to public records pertaining to the conduct of government, respect individuals' privacy rights, protect public records from damage or disorganization, and to prevent excessive interference with other essential functions of the government agency holding the records; and

WHEREAS, other "essential city functions" are determined by state law and by the City Council and include, but are not limited to, providing public safety, financial stability, dependable infrastructure, emergency services, economic development, parks, recreation and open space, and the administrative systems necessary to provide effective government services; and

WHEREAS, the PRA generally requires that each state and local agency shall make available for public inspection and copying all public records, unless the record falls within the specific exemptions of the PRA or other statute which exempts or prohibits disclosure of specific information or records; and

WHEREAS, RCW 42.56.100, requires local agencies to "adopt and enforce reasonable rules and regulations... consistent with the [PRA's] intent" as described above; and

WHEREAS, RCW 42.56.100 also requires that such rules and regulations "shall provide for the fullest assistance to inquirers and the most timely possible action on requests for information;" and

WHEREAS, the Washington Attorney General issued "Model Rules" concerning public records compliance, to advise state and local agencies about "best practices" for complying with the PRA; and

WHEREAS, to prevent excessive interference with the other essential functions of the City, it is necessary to determine a reasonable level of effort to devote to responding to requests for public records commensurate with the available resources and staffing;

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

Section 1. Gig Harbor Municipal Code Amended. Chapter 2.52 of the GHMC is hereby amended to read as set forth on Exhibit A, attached to this ordinance and incorporated by reference.

Section 2. Severability. If any part of this Ordinance is held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this Ordinance.

Section 3. Correction of Errors. The City Clerk and codifiers of the ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

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

ADOPTED by the Council of the City of Gig Harbor at a regular meeting thereof, held this 27th day of September, 2021.

Kit Kuhn
Mayor

Approved as to form:

Attest:

Daniel Kenny
City Attorney

Joshua Stecker
Interim City Clerk

PUBLICATION DATE: 9/30/21
EFFECTIVE DATE: 10/5/21

EXHIBIT A

Chapter 2.52 DISCLOSURE OF PUBLIC RECORDS

Sections:

- 2.52.010 Authority and purpose.
- 2.52.020 Scope of coverage of Public Records Act and definitions.
- 2.52.030 Nonliability for disclosure.
- 2.52.040 Public records officer – Contact information.
- 2.52.050 Availability of public records.
- 2.52.060 Retention of records.
- 2.52.070 Processing of public records requests – General.
- 2.52.080 Obligations of requestors.
- 2.52.090 Exemptions.
- 2.52.100 Costs of providing copies of public records.
- 2.52.110 Review of denials of public records.

2.52.010 Authority and purpose.

A. RCW 42.56.070(1) requires each agency to make available for inspection and copying nonexempt “public records” in accordance with published rules. RCW 42.56.070(2) requires each agency to set forth “for informational purposes” every law, in addition to the Public Records Act, that exempts or prohibits the disclosure of public records held by that agency. In addition, the Act requires that the city adopt and enforce reasonable rules and regulations to provide full public access to public records, to protect public records from damage or disorganization, and to prevent excessive interference with other essential functions of the city.

B. The purpose of this chapter is to establish the procedures the city of Gig Harbor will follow in order to provide full access to public records. These rules provide information to persons wishing to request access to public records of the city and establish processes for both requestors and city of Gig Harbor staff that are designed to best assist members of the public in obtaining such access.

2.52.020 Scope of coverage of Public Records Act and definitions.

A. The Act applies to an “agency.” “Agency” includes all state agencies and all local agencies. “Local agency” includes every county, city, town, municipal corporation, quasi-municipal corporation, or special purpose district, or any office, department, division, bureau, board, commission, or agency thereof, or other local public agency.

B. Court files and judges’ files are not subject to the Act. These rules do not address access to court records.

C. “Public Record” Defined. “Public record” includes any writing containing information relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by the city regardless of

physical form or characteristics. This definition does not include records that are not otherwise required to be retained by the city and are held by volunteers who do not serve in an administrative capacity, have not been appointed by the city to a board, commission, or internship, and do not have a supervisory role or delegated city authority.

D. "Writing" Defined. A "writing" means handwriting, typewriting, printing, photostating, photographing, and every other means of recording any form of communication or representation including, but not limited to, letters, words, pictures, sounds, or symbols, or combination thereof, and all papers, maps, magnetic or paper tapes, photographic films and prints, motion picture, film and video recordings, magnetic or punched cards, discs, drums, diskettes, sound recordings, and other documents including existing data compilations from which information may be obtained or translated.

2.52.030 Nonliability for disclosure.

RCW 42.56.060 provides: "No public agency, public official, public employee, or custodian shall be liable, nor shall a cause of action exist, for any loss or damage based upon the release of a public record if the public agency, public official, public employee, or custodian acted in good faith in attempting to comply" with the Act.

2.52.040 Public records officer – Contact information.

A. Any person wishing to request access to public records of the city or seeking assistance in making such a request should contact the public records officer of the city. The city public records officer is the city clerk of the city of Gig Harbor., located at:

3510 Grandview Street, Gig Harbor, WA 98335

(253) 851-8136

(253) 851-8267 fax

Information is also available at the city of Gig Harbor's website at www.cityofgigharbor.net.

B. The public records officer will oversee compliance with the Act, but another city staff member may process the request. Therefore, these rules will refer to the public records officer "or designee."

C. Public records requests are an essential function of the city clerk's office. The city finds it reasonable to dedicate no more than eight (8) hours per week responding to public records requests. It shall be within the discretion of the public records officer to exceed such limitation if necessary for compliance with law.

G.D. The city is required by RCW 42.56.040 to publish its public record policies, organizational information and methods for requestors to obtain public records. These

rules will be available in the Gig Harbor Municipal Code and on the city's official website.

2.52.050 Availability of public records.

A. Hours for Inspection of Records. Public records are available for inspection and copying during normal business hours of the city, Monday through Friday, 8:30 a.m. to 4:30 p.m., excluding legal holidays. Records must be inspected at the offices of the city.

B. Records Index. The city finds that maintaining an index providing identifying information as to records issued, adopted, or promulgated by the city is unduly burdensome and would interfere with agency operations. The requirement would unduly burden or interfere with the city of Gig Harbor's operations in the following ways: the magnitude and diversity of four city departments, with an even greater number of divisions/subdivisions, has resulted in the creation and use of as many different computer systems. The diversity in programs and information-retaining systems would be extremely difficult, if not physically impossible, to compile into a single index. The performance of the city's overall mission does not allow for the addition to, or the revision or reassignment of, duties for existing personnel so that a current index may be developed and maintained without additionally required staff, and anticipated city revenue does not allow for additional staff members for the sole purpose of creating and maintaining such an all-inclusive index.

C. Organization of Records. The city will maintain its records in a reasonably organized manner. The city will take reasonable actions to protect records from damage and disorganization. A requestor shall not take city records from city premises. A variety of records are available on the city website at www.cityofgigharbor.net. Requestors are encouraged to view the documents available on the website prior to submitting a records request.

D. Making a Request for Public Records.

1. Any person wishing to inspect or copy public records of the city should make the request in writing on the city's request form, or by letter, delivery, or email addressed to the public records officer and including the following information:

- a. Name of requestor;
- b. Mailing address of requestor;
- c. Other contact information, including telephone number and any email address;
- d. Identification of the public records adequate for the public records officer or designee to locate the records; and
- e. The date and time of day of the request.

2. If the requestor wishes to have copies of the records made instead of simply inspecting them, he or she should so indicate and make arrangements to pay for copies of the records or any required deposit and/or postage to mail such records.

The city will assess fees for providing copies of public records pursuant to the fee schedule adopted by resolution.

3. A form is available for use by requestors at the office of the public records officer and on-line at www.cityofgigharbor.net. Oral requests are accepted, but are problematic because an oral request does not memorialize the exact records sought and therefore prevents a requestor or agency from later proving what was included in the request. In addition, a requestor must provide the agency with reasonable notice that the request is for the disclosure of public records, and oral requests, especially to agency staff other than the public records officer or designee, may not provide the agency with the required reasonable notice. Therefore, requestors are encouraged to provide written requests. If the city receives an oral request, the city staff person receiving it should immediately reduce it to writing and then verify in writing with the requestor that it correctly memorializes the request.

4. The city may ask a requestor to prioritize the records he or she is requesting so that the city is able to provide the most important records first. The city is not required to ask for prioritization, and the requestor is not required to provide it.

5. The city cannot require the requestor to disclose the purpose of the request, with two exceptions. First, if the request is for a list of individuals, the city will ask the requestor if he or she intends to use the records for a commercial purpose (a profit-expecting activity). The city's request for public records form includes a statement that the city is not authorized to provide public records consisting of a list of individuals for commercial use (a profit-expecting activity), and there is a blank for the requestor's signature under penalty of perjury. This is to acknowledge that the requestor understands the prohibition on the use of such lists, but the requestor is not required to sign in order to obtain the records.

Second, the city may seek information sufficient to allow it to determine if another statute prohibits or allows disclosure. For example, some statutes allow an agency to disclose a record only to a person having particular qualifications or for particular purposes. In such cases, the city is authorized to require that the requestor provide sufficient information in writing under penalty of perjury to allow the city to reasonably determine if the record is disclosable to the requestor.

2.52.060 Retention of records.

A. The city is not required to retain every record it ever created or used. The state and local records committees approve a general retention schedule for state and local agency records that applies to records that are common to most agencies. Individual agencies seek approval from the state or local records committee for retention schedules that are specific to their agency, or that, because of particular needs of the agency, must be kept longer than provided in the general records retention schedule. The retention schedules for state and local agencies are available at www.secstate.wa.gov/archives/gs.aspx on the Washington Secretary of State's website.

B. The city has a retention policy in which employees save retainable records and delete nonretainable records. The lawful destruction of public records is governed by retention schedules.

C. An agency is prohibited from destroying a public record, even if it is about to be lawfully destroyed under a retention schedule, if a public records request has been made for that record. Additional retention requirements might apply if the records may be relevant to actual or anticipated litigation. The agency is required to retain the record until the record request has been resolved.

2.52.070 Processing of public records requests – General.

A. The public records officer ~~or designee~~ will process requests in the order allowing the most requests to be processed in the most efficient manner.

B. Within five business days of receipt of the request, the public records officer will do one or more of the following:

1. Provide the record;
2. Provide an internet address and link on the city's website to the specific records requested, except that if the requester notifies the city that he or she cannot access the records through the internet, then the city will provide access to copies or allow the requester to view the records using a city computer;
3. Acknowledge that the city has received the request and provide a reasonable estimate of when records will be available;
4. Acknowledge that the city has received the request and ask for clarification for a request that is unclear, and providing, to the greatest extent possible, a reasonable estimate of the time the city will require to process the request; or
5. Deny the request. Denials must be accompanied by a written statement of the specific reasons for denial.

C. Consequences of Failure to Respond. If the city does not respond within five business days of receipt of the request for disclosure, the requestor should consider contacting the public records officer to determine the reason for the failure to respond.

D. Protecting Rights of Others. In the event that the requested records contain information that may affect rights of others and may be exempt from disclosure, the public records officer may, prior to providing the records, give notice to such others whose rights may be affected by the disclosure. Such notice should be given so as to make it possible for those other persons to contact the requestor and ask him or her to revise the request, or, if necessary, seek an order from a court to prevent or limit the disclosure. The notice to the affected persons will include a copy of the request.

E. Records Exempt from Disclosure. Some records are exempt from disclosure, in whole or in part. If the city believes that a record is exempt from disclosure and should be withheld, the public records officer will state the specific exemption and provide a brief explanation of why the record or a portion of the record is being withheld. If only a portion of a record is exempt from disclosure, but the remainder is not exempt, the

public records officer will redact the exempt portions, provide the nonexempt portions, and indicate to the requestor why portions of the record are being redacted, except to the extent otherwise provided by law.

F. Inspection of Records.

1. Consistent with other demands, the city shall promptly provide space to inspect public records. No member of the public may remove a document from the viewing area or disassemble or alter any document. The requestor shall indicate which documents he or she wishes the agency to copy.
2. The requestor must claim or review the assembled records within 30 days of the city's notification to him or her that the records are available for inspection or copying. The city will notify the requestor by telephone, e-mail or in writing of this requirement and inform the requestor that he or she should contact the agency to make arrangements to claim or review the records. If the requestor or a representative of the requestor fails to claim or review the records within the 30-day period or make other arrangements, the city may close the request and re-file the assembled records.

G. Providing Copies of Records. After inspection is complete, the public records officer or designee shall make the requested copies or arrange for copying.

H. Providing Records in Installments. ~~When the request is for a large number of records, the public records officer or designee will provide access for inspection and copying in installments, if he or she reasonably determines that it would be practical to provide the records in that way. If, within 30 days, the requestor fails to inspect the entire set of records or one or more of the installments, the public records officer or designee may stop searching for the remaining records and close the request.~~ When a public records request is for a large volume of records, the public records officer may elect to provide records on an installment basis if he or she reasonably determines that it would be practical to provide the records in that way. If a requester does not contact the public records officer to arrange for the review of any installment within thirty (30) days of being notified that the records are available for review, the city may deem the request abandoned, stop fulfilling the remainder of the request, and close the request. The city may fulfill smaller requests received after a large request prior to fulfilling the large request. The public records officer will process requests in the order allowing the most requests to be processed in the most efficient manner.

I. Completion of Inspection. When the inspection of the requested records is complete and all requested copies are provided, the public records officer or designee will indicate that the city has completed a diligent search for the requested records and made any located nonexempt records available for inspection.

J. Closing Withdrawn or Abandoned Request. When the requestor either withdraws the request or fails to fulfill his or her obligations to inspect the records or pay the deposit or final payment for the requested copies, the public records officer will close the request and indicate to the requestor that the city has closed the request.

K. Later Discovered Documents. The city has no obligation to search for records responsive to a closed request. If the city discovers responsive records after a request has been closed, the city should provide the later-discovered records to the requestor.

L. No Duty to Create Records. The city is not obligated to create a new record in order to satisfy a record request.

M. Searching for Records. The city must conduct an objectively reasonable search for responsive records. Such a search usually begins with the public records officers for the city deciding where the records are likely to be and who is likely to know where they are. The records officer should also e-mail staff members selected as most likely to have responsive records. Staff are required to promptly respond to inquiries regarding responsive records from the records officer.

N. Request Log. The city will maintain a log of all public records requests submitted to and processed by the city. The log will include at least the following information: the identity of the requestor, if known; the date the request was received; the text of the original request; a description of the records redacted or withheld and the reasons for redacting or withholding; and the date of the final disposition of the request.

O. Multiple requests by the same requestor. In order to provide the fullest assistance to all records requestors and to prevent excessive interference with other essential functions of the City, if the same requestor (or their representative) has submitted multiple unrelated requests determined to be Large or Complex requests, the public records officer may process the requests one at a time and in the order received, in order to allow the public records officer to also process other requestors' later-received requests. The city shall endeavor to provide all requestors, and their representatives, with equal assistance and attention, to the extent reasonably and feasibly possible.

2.52.080 Obligations of requestors.

A. Reasonable Notice That Request Is for Public Records. A requestor must give an agency reasonable notice that the request is being made pursuant to the Act.

B. Identifiable Record. A requestor must request an "identifiable record" or "class of records" before an agency must respond to it. An "identifiable record" is one that agency staff can reasonably locate. Public records requests are not interrogatories. An agency is not required to conduct legal research for a requestor. When an agency receives a request for records "relating to" or similar request, it should seek clarification of the request from the requestor.

C. "Overbroad" Requests. An agency cannot deny a request for identifiable public records based solely on the basis that the request is overbroad. However, if such a request is not for identifiable records or otherwise is not proper, the request can still be denied. A request for all or substantially all records prepared, owned, used, or retained

by the city is not a valid request for identifiable records. A request for all records regarding a particular topic or containing a particular keyword is a valid request.

D. "Bot" Requests. The city may deny a bot request that is one of multiple requests from the same requestor to the city within a 24-hour period if the city establishes that responding to the multiple requests would cause excessive interference with other essential functions of the city. For purposes of this subsection, "bot request" means a request for public records that the city reasonably believes was automatically generated by a computer program or script.

E. Documenting Compliance. The city may number-stamp or number-label paper records provided to a requestor to document which records were provided. The city may also keep a copy of the numbered records so either the agency or requestor can later determine which records were or were not provided. If memorializing which specific documents were offered for inspection is impractical, the city may document which records were provided for inspection by making an index or list of the files or records made available for inspection.

2.52.090 Exemptions.

The Public Records Act provides that a number of types of documents are exempt from public inspection and copying. In addition, documents are exempt from disclosure if any "other statute" exempts or prohibits disclosure. The city must describe why each withheld record or redacted portion of a record is exempt from disclosure. Requestors should be aware of exemptions, outside the Public Records Act, that restrict the availability of some documents held by the city of Gig Harbor for inspection and copying. The most current list of statutory exemptions and prohibitions from public disclosure adopted by the city is available at www.atg.wa.gov/sunshine-committee#Exemptions www.mrsc.org/publications/PRA06.pdf, and is hereby incorporated herein by reference. ~~At the time the ordinance codified in this chapter was adopted, this list of statutory exemptions was as set forth in Exhibit A, attached to the ordinance codified in this chapter and incorporated herein by this reference.~~ A copy of the most recent list of statutory exemptions will be provided by the city public records officer upon request.

2.52.100 Costs of providing copies of public records.

A. Inspecting Public Records. There is no fee for inspecting public records.

B. Costs for Obtaining Copies of Records.

1. The cost for photocopying, scanning or otherwise producing public records shall be established by fee schedule adopted by city resolution.
2. When providing electronic records, the City's practice is to make the records available using a link to an on-line file sharing folder. Upon written request, the City may consider providing electronic records via an alternative form of media (CD, DVD, flash drive), if such alternative is available to the City. In such instances, the City may charge the requestor the actual cost of the media requested.

23. The city may also charge actual costs of mailing, including the cost of the shipping container.

34. As an alternative to any fees imposed in the city's fee schedule, the city may charge a flat fee of \$2.00 if it reasonably estimates that the total fees otherwise incurred would exceed \$2.00. For a request processed in installments, this flat fee covers the cost of all installments.

C. Customized Service Charge. In addition to the fees set forth in the city's fee schedule, the city may charge a customized service charge if the city reasonably estimates that responding to the request will require special information technology expertise to prepare data compilations or provide customized electronic access services; provided, that the information technology expertise will not provide a service that the city would also use for other purposes. This charge cannot exceed the actual cost to the city of the services, and the city must provide a notice to the requestor before imposing that charge that explains the reasons for the charge, the specific services provided, and the estimated amount of the charge. The notice must also give the requestor an opportunity to modify his or her request to avoid the charge.

D. Estimate of Charges. Before incurring any charges associated with a request, a requestor may ask and the city will provide an estimate of total applicable charges before any charges incurred. The city will provide the requestor an opportunity to revise his or her request in order to avoid or reduce applicable charges.

E. Payment. Payment may be made by cash, check, debit, credit, or money order to the city.

F. Other Statutes. Other statutes govern charges for particular kinds of records including, but not limited to, RCW 46.52.085 (charges for traffic accident reports), RCW 10.97.100 (copies of criminal histories), RCW 3.62.060 and 3.62.065 (charges for certain records of municipal courts).

G. Fee Waiver. The city has the discretion to waive charges associated with requests. For administrative convenience, many agencies waive copying charges for small requests.

H. Deposit. Before beginning to make the copies, the public records officer ~~or designee~~ may require a deposit of up to 10 percent of the estimated costs of producing all the records selected by the requestor, including any copying, scanning, transmission and customized service charge. The public records officer ~~or designee~~ may also require the payment of the remainder of the copying costs before providing all the records, or the payment of the costs of copying an installment before providing that installment. Any unused deposit must be refunded to the requestor. When copying is completed, the city can require the payment of the remainder of the copying charges before providing the records.

2.52.110 Review of denials of public records.

A. Petition for Internal Administrative Review of Denial of Access. Any person who objects to the initial denial or partial denial of a records request may petition in writing (including e-mail) to the public records officer for a review of that decision. The petition shall include a copy of or reasonably identify the written statement by the public records officer ~~or designee~~ denying the request.

B. Consideration of Petition for Review. The public records officer shall promptly provide the petition and any other relevant information to the city attorney to conduct the review. That person will immediately consider the petition and either affirm or reverse the denial within two business days following the city's receipt of the petition, or within such other time as agreed to by the city and the requestor.

C. Judicial Review. Any person may obtain court review of denials of public records requests pursuant to RCW 42.56.550 at the conclusion of two business days after the initial denial regardless of any internal administrative appeal.

	CITY OF GIG HARBOR – POLICIES AND PROCEDURES		
	TITLE: Public Records Request Policy		
POLICY MANUAL SECTION & NO. A-16-01	EFFECTIVE DATE: 02/08/16 REVISED DATE: 11/13/17	APPROVED: 	

PURPOSE

The purpose of these rules is to establish the procedures the City of Gig Harbor ("City") will follow in order to provide full access to public records. RCW 42.56.070(1) requires each agency to make available for inspection and copying nonexempt "public records" in accordance with published rules. The act defines "public record" to include any "writing containing information relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained" by the agency. RCW 42.56.070(2) requires each agency to set forth "for informational purposes" every law, in addition to the Public Records Act, that exempts or prohibits the disclosure of public records held by that agency.

POLICY

The City of Gig Harbor will provide the public full access to records concerning the conduct of government, mindful of individuals' privacy rights and the desirability of the efficient administration of government. The act and these rules will be interpreted in favor of disclosure. In carrying out its responsibilities under the act, the City will be guided by the provisions of the act describing its purposes and interpretation.

PROCEDURE

Section 1. Contact information—Public records officer.

(1) Any person wishing to request access to public records of the City or seeking assistance in making such a request should contact the public records officer of the City:

Molly Towslee, City Clerk
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

towsleem@cityofgigharbor.net

Information is also available at the City's web site at www.cityofgigharbor.net

(2) The public records officer will oversee compliance with the act but another City staff member may process the request. Therefore, these rules will refer to the public records officer "or designee."

The public records officer or designee and the City of Gig Harbor will provide the "fullest assistance" to requestors; ensure that public records are protected from damage or disorganization; and prevent fulfilling public records requests from causing excessive interference with essential functions of the City.

Section 2. Availability of public records.

(1) Hours for inspection of records. Public records are available for inspection and copying during normal business hours of the City: Monday through Friday, 8:00 a.m. to 5:00 p.m. (excluding legal holidays). Records must be inspected at the City offices.

(2) Records Index. The City finds that maintaining an index is unduly burdensome and would interfere with agency operations. The requirement would unduly burden or interfere with City operations in the following ways:

(a) The City is comprised of seven departments, their divisions and subdivisions, which maintain separate databases and/or record-keeping systems for the indexing of records and documents;

(b) Because the City has records which are diverse, complex and stored in multiple locations and computer systems and databases, it is unduly burdensome, if not physically impossible, to maintain a central index of records;

(3) Organization of records. The City will maintain its records in a reasonably organized manner. The City will take reasonable actions to protect records from damage and disorganization. A requestor shall not take City records from the City without the permission of the public records officer or designee. A variety of records are available on the City web site at www.cityofgigharbor.net. Requestors are encouraged to view the documents available on the web site prior to submitting a records request.

Section 3. Making a request for public records.

(1) Any person wishing to inspect or copy public records of the City should make the request in writing on the City's request form, or by letter, fax, or e-mail addressed to the public records officer and including the following information:

- (a) Name of requestor;
- (b) Address of requestor;
- (c) Other contact information: telephone number and any email address;
- (d) Identification of the public records adequate for the public records officer or designee to locate the records; and
- (e) The date and time of day of the request.

(2) If the requestor wishes to have copies of the records made instead of simply inspecting them, he or she should so indicate and make arrangements to pay for copies of the records or a deposit as set forth in Section 12.

(3) A form is available for use by requestors at the office of the public records officer and on-line at www.cityofgigharbor.net.

(4) The public records officer or designee may also accept requests for public records that contain the above information by telephone or in person. If the public records officer or designee accepts such a request, he or she will confirm receipt of the information and the substance of the request in writing.

Section 4. Processing of public records requests--general.

(1) **Providing "fullest assistance."** The City is charged by statute with adopting rules which provide for how it will "provide full access to public records," "protect records from damage or disorganization," "prevent excessive interference with other essential functions of the agency," provide "fullest assistance" to requestors, and provide the "most timely possible action" on public records requests. The public records officer or designee will process requests in the order allowing the most requests to be processed in the most efficient manner.

(2) **Acknowledging receipt of request.** Within five business days of receipt of the request, the public records officer will do one or more of the following:

- (a) Make the records available for inspection or copying;
- (b) Provide an internet address and link to the records;
- (c) If copies are requested and any required payment is made, send the copies to the requestor;
- (d) Provide a reasonable estimate of when records will be available; or
- (e) If the request is unclear or does not sufficiently identify the requested records, request clarification from the requestor; or
- (f) Deny the request.

(3) **Consequences of failure to respond.** If the City does not respond verbally or in writing within five business days of receipt of the request for disclosure, the requestor should contact the public records officer to determine the reason for the failure to respond.

(4) **Protecting rights of others.** In the event that the requested records contain information that may affect rights of others, the public records officer may, prior to providing the records, give notice to those whose rights may be affected by the disclosure. Such notice should be given so as to make it possible for those persons to contact the requestor and ask him or her to revise the request, or, if necessary, seek an order from a court to prevent or limit the disclosure. The notice to the affected persons will include the relevant text of the request.

(5) **Records exempt from disclosure.** Some records are exempt from disclosure, in whole or in part. If the City believes that a record is exempt from disclosure and

should be withheld, the public records officer will state the specific exemption and provide a brief explanation of why the record or a portion of the record is being withheld. If only a portion of a record is exempt from disclosure, but the remainder is not exempt, the public records officer or designee will redact the exempt portions, provide the non-exempt portions, and indicate to the requestor why portions of the record are being redacted. See Section 11 for further information on exempt records.

Section 5. Inspection of records.

(1) Consistent with other demands, the City shall promptly provide space to inspect public records. No member of the public may remove a document from the viewing area or disassemble or alter any document. The requestor shall indicate which documents he or she wishes the City to copy.

(2) The requestor must claim or review the assembled records within thirty days of the City's notification to him or her that the records are available for inspection or copying. The agency will notify the requestor in writing of this requirement and inform the requestor that he or she should contact the agency to make arrangements to claim or review the records. If the requestor or a representative of the requestor fails to claim or review the records within the thirty-day period or make other arrangements, the City may close the request and re-file the assembled records.

Section 6. Providing copies of records. After inspection is complete, the public records officer or designee shall make the requested copies or arrange for copying.

Section 7. Providing records in installments. When the request is for a large number of records, the public records officer or designee will provide access for inspection and copying in installments, if he or she reasonably determines that it would be practical to provide the records in that way. If, within thirty days, the requestor fails to inspect one or more of the installments, the public records officer or designee may stop searching for the remaining records and close the request.

Section 8. Completion of inspection. When all requested copies are provided (other than records exempt from disclosure), the public records officer or designee will indicate that the City has completed a diligent search for the requested records and made any located non-exempt records available for inspection.

Section 9. Closing withdrawn or abandoned request. When the requestor either withdraws the request, fails to clarify a request, or fails to fulfill his or her obligations to inspect the records or pay the deposit or final payment for the requested copies, the public records officer will close the request and indicate to the requestor that the City has closed the request.

Section 10. Later discovered documents. If, after the City has informed the requestor that it has provided all available records, the City becomes aware of additional responsive documents existing at the time of the request, it will promptly inform the requestor of the additional documents and provide them on an expedited basis.

Section 11. Exemptions

(1) The Public Records Act provides that a number of types of documents are exempt from public inspection and copying. In addition, documents are exempt from disclosure if any "other statute" exempts or prohibits disclosure. Requestors should be aware of the following exemptions, outside the Public Records Act, that restrict the availability of some documents held by the City for inspection and copying. Please see "Exemption and Prohibition Statutes Not Listed in Chapter 42.56 RCW" (Appendix C, Public Records Act, Municipal Research and Services Center).

(2) The City is prohibited by statute from disclosing lists of individuals for commercial purposes (RCW 42.56.070(9)).

Section 12. Costs of providing copies of public records.

(1) The City of Gig Harbor determined that performing a study to calculate the actual costs of providing records is unduly burdensome because such calculation would require the City to parse numerous cost factors (including staff time, depreciation value of copying equipment, ink, paper, electricity, and data-storage and transmission services) and the City will, therefore, charge fees to copy and provide public records not to exceed those permitted by RCW 42.56.120.

(2) **Costs for paper copies.** There is no cost for inspecting public records. A single records request of fifty pages or less (black and white photocopies) will be free of charge. A single request consisting of over fifty pages will be provided at a rate of 15 cents per page for any pages over the first fifty. Please refer to the City's fee schedule, located at <http://www.cityofgigharbor.net/city-clerk/> for other charges.

(3) **Costs for scanning.** After the first 50 pages there is a 10 cent charge for each page scanned. ~~There is no charge for providing the records electronically, unless the requestor asks that they be scanned in and provided on a CD format.~~ If the documents are oversized and must be scanned on a large-format machine or sent off to be scanned there is an additional charge. Please refer to the City's fee schedule for other charges.

(4) **Costs for electronic upload.** For each 4 records uploaded to email, cloud based storage, other means of electronic delivery, there is a 5 cent charge. If there are fewer than 80 attached files the fee will be waived.

(5) **Costs for electronic transmission.** Records transmitted electronically will be charged at 10 cents per gigabyte.

(4) **Alternative cost calculation.** As an alternative to any costs imposed in the city's fee schedule, the city may charge a flat rate of \$2.00 if it reasonably estimates that the total fees otherwise incurred would exceed \$2.00. For a request processed in installments, this flat fee covers the cost of all installments. The City of Gig Harbor waives fees for production of records if production totals less than \$1. Production of

records does not include actual cost of digital storage media device, envelope, and postage. The City does charge for the actual cost of storage media device, envelope, and postage.

(5) Customized Service Charge. The City may charge a customized service charge if special information technology expertise is required to prepare records or to provide customized access to electronic records. The City will provide notice to the requestor explaining the reasons for the charge, the specific services provided and the estimated amount of the charge. The requestor may modify his or her request to avoid the charge.

(6) Estimate of Charges. If a requestor asks, the City will provide an estimate of total applicable charges before any charges are incurred. The requestor may modify his or her request to avoid or reduce applicable charges.

(7) Deposit and Payment. Before beginning to make the copies, the public records officer or designee may require a deposit of up to ten percent of the estimated costs of copying all the records selected by the requestor. The public records officer or designee may also require the payment of the remainder of the copying costs before providing all the records, or the payment of the costs of copying an installment before providing that installment. The City will not charge sales tax when it makes copies of public records.

(4) Costs of mailing. The City may also charge actual costs of mailing, including the cost of the shipping container.

(5) Type of Payment. Payment may be made by cash, check, or money order to the City of Gig Harbor.

(6) Other Costs. Please refer to "Fee Schedule" posted on line at <http://www.cityofgigharbor.net/city-clerk/> and available from the public records officer.

Section 13. Review of denials of public records.

(1) Petition for internal administrative review of denial of access. Any person who objects to the initial denial or partial denial of a records request may petition in writing (including e-mail) to the public records officer for a review of that decision. The petition shall include a copy of or reasonably identify the written statement by the public records officer or designee denying the request.

(2) Consideration of petition for review. The public records officer shall promptly provide the petition and any other relevant information to the City Administrator, or designee, to conduct the review. That person will immediately consider the petition and either affirm or reverse the denial within two business days following the City's receipt of the petition, or within such other time as the City and the requestor mutually agree.

(3) **Judicial review.** Any person may obtain court review of denials of public records request pursuant to RCW 42.56.550 at the conclusion of two business days after the initial denial regardless of any internal administration.



Business of the City Council City of Gig Harbor, WA

Subject: New Chamber of Commerce lease approval

Proposed Council Action: Approve and authorize the Mayor to execute a lease with the Gig Harbor Chamber of Commerce for the premises located at 3125 Judson Street.

Dept. Origin: Administration

Prepared by: Tony Piasecki
City Administrator

For Agenda of: September 27, 2021

Exhibits:

Initial &
Date

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

TP 9/22/21

N/A
N/A

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

The City is interested in signing a new lease with the Gig Harbor Chamber of Commerce for the premises at 3125 Judson Street, which the Chamber currently occupies. The proposed lease replaces the prior lease with the Chamber.

This lease will run for a period of five (5) years with the option to continue for an additional five (5) years if both parties agree to such extension in writing.

The rent for this lease will be brought to current market levels at the start of the agreement. This amount is \$2,576. This amount was arrived at by inflating the previous market rent of \$2,000 by the annual rate of inflation from 2010 through July of 2021. The Chamber will receive a 50% reduction in rent because it will only have use of 50% of the premises for Chamber use only. The rest of the space will be operated by the Chamber as a visitor center for the City. The scope of services provided by the Chamber for the operation of the visitor center is outlined in Exhibit A. In consideration of these services, the Chamber will receive a further reduction of the rent by 50%. Therefore, the reduction due to using half the space and the reduction due to operating the City's visitor center means the Chamber will pay 25% of the market rent for the entire structure. This monthly amount is then corrected for prior CPI adjustments with a resulting monthly rent of \$644. Leasehold tax is calculated on the fair market rent of \$2576, which is 12.84% of this amount which equals \$330.76. The Chamber and the City will split this amount since they use half of the space and we use the other half

as the Visitors Center. Adding half of the lease hold tax (\$165.38 to the monthly rent of \$644 brings the monthly amount due to the City from the Chamber to \$809.38. This amount will be paid for the time frame starting July 1, 2021.

Rent will automatically increase annually by the CPI for the Seattle area as of November of each year of the lease to be implemented as of January of the following year.

Tenant is required to pay all utilities and is responsible for maintenance and repair of the premises. Tenant is not responsible for repair or replacement of the roof or heating, ventilation, and air conditioning when such repair becomes necessary in the normal use and operation of the Premises. The City and the Chamber agreed upon additional language that clarify the City's and the Chambers responsibilities under the lease and the Chambers recourse if the City does not perform. The lease also obligates the City to budget funds to repair and/or replace the roof and HVAC system by June 30, 2022.

FISCAL CONSIDERATION

This lease will result in the City being paid market rent for the Premises and the City receiving the scope of services (Exhibit A) for the visitor's center.

BOARD OR COMMITTEE RECOMMENDATION

NA

RECOMMENDATION/MOTION

Move to approve and authorize the Mayor to execute a lease with the Gig Harbor Chamber of Commerce for the premises located at 3125 Judson Street.

LEASE AND AGREEMENT FOR SERVICES

THIS LEASE AND AGREEMENT FOR SERVICES ("Lease") is made and entered into this _____ day of _____, 2021, by and between CITY OF GIG HARBOR, a municipal corporation of the State of Washington ("Landlord") and GIG HARBOR CHAMBER OF COMMERCE, a Washington non-profit corporation ("Tenant"). In consideration of the following mutual promises, the parties agree as follows:

1. LEASED PREMISES. Landlord does hereby lease to the Tenant and the Tenant does hereby lease from the Landlord the following described premises: those certain premises located at 3125 Judson Street, Gig Harbor, WA 98335 (the "Premises").

2. TERM.

2.1 Term and Extension. This Lease shall commence on July 1, 2021 ("Commencement Date"), for a term of five (5) years unless terminated as provided herein. An additional five (5) year renewal term may be added if mutually agreed to in writing by the parties.

2.2 Condition of Premises. Tenant shall inspect and accept the Premises in the condition then existing as of the commencement of this Lease.

2.3 Holding Over. If Tenant remains in possession of all or any part of the Premises after the expiration of the term hereof, or following any other termination hereof, with or without the express or implied consent of Landlord, such tenancy shall be from month to month only, and not a renewal hereof or an extension for any further term, and in such case, rent and other monetary sums due shall be payable in the amount and at the time specified in this Lease, and such month to month tenancy shall be subject to every other term, covenant and agreement contained herein.

2.4 Property Sale. If Landlord decides to sell the Premises, this Agreement shall automatically terminate 30 days prior to the close of the property sale. Landlord shall give Tenant 30 days' notice of such sale. Tenant shall surrender the Premises in the same condition as received, ordinary wear and tear excepted, and shall promptly remove or cause to be removed at Tenant's expense from the Premises any signs, notices and displays placed by Tenant.

3. RENT AND OTHER CONSIDERATION.

3.1 Rent. The fair initial fair market rent for the Premises is \$2,576, of which 50% is attributed to governmental purposes (Visitor Center services) and 50% to non-governmental, Tenant purposes. As such, the monthly rent shall be 50% of the fair market rent. Landlord shall accept half of this amount in in-kind services (staffing the Visitor Center) and Tenant shall pay the second half. The Rent for the initial term shall be Six Hundred and Forty-Four Dollars (\$644.00) per month, due and payable in full on the first day of each month, starting on the Commencement Date. Such Rent shall be

prorated for those days between the Commencement Date and the first of the next month and such prorated duration shall be due with the first full months' Rent. Payment shall be made to Landlord at the following address: Finance Director, City of Gig Harbor, 3510 Grandview Street, Gig Harbor, WA 98335, or such other address as Landlord may designate from time to time in writing. Rent shall automatically be increased, on January 1 of each year of this lease, by the Consumer Price Index (CPI) for the Seattle area as of November of the previous year.

Landlord acknowledges that Tenant's labor and other costs associated with operating and staffing Landlord's Visitor Center increase with inflation, just as Landlord's costs increase with inflation. Therefore, that shall be reflected in Landlord's formula for calculating Tenant's monthly payable Rent (the 50% space use and 25% Visitor Center operation reduction dollar amounts will increase in proportion to Landlord's base Rent dollar amount.)

3.2 Leasehold Excise Taxes. The tenant's monthly rent shall include payment of leasehold excise tax at 12.84%, pursuant to Chapter 82.29A RCW (see WAC 458-29A-100(2)(f)(iii)). The monthly leasehold excise tax is calculated based upon the fair market rent of \$2576, which is \$330.76. Tenant shall pay half of this amount and Landlord shall pay half, or \$165.38 each. Tenant's total payment to Landlord shall be \$809.38 per month for the initial six months of the lease. Monthly leasehold excise tax shall be recalculated for subsequent years based upon the new fair market rent as calculated per Section 3.1 with Tenant paying half and Landlord paying half.

3.3 Services to be Provided. As additional consideration for this Lease, the Tenant agrees to provide the services set forth on Exhibit A, attached to and incorporated into this Lease by this reference.

3.3.1 The Chamber shall maintain books, records, documents and other materials that reflect and document the provision of the Services outlined in Exhibit A.

3.3.2 The Chamber shall once per quarter provide a written accounting of the Services provided pursuant to this Agreement and consistent with Exhibit A.

3.4 Utilities. Tenant shall, during the term hereof, pay prior to delinquency all charges for utilities supplied to the Premises and shall hold Landlord harmless from any liability therefrom.

4. USE. The Premises shall be used for office and meeting space and a visitor center, and for no other purpose without the prior written consent of Landlord.

5. MAINTENANCE AND REPAIRS; ALTERATIONS AND ADDITIONS.

5.1 Maintenance and Repairs.

5.1.1 Tenant, at its sole cost and expense, shall maintain the Premises in a good state of repair. Upon the expiration or earlier termination of this Lease, Tenant

shall surrender the Premises in the same condition as received, ordinary wear and tear excepted, and shall promptly remove or cause to be removed at Tenant's expense from the Premises any signs, notices and displays placed by Tenant.

5.1.2 Tenant's obligations to maintain and repair the Premises include but are not limited to: keeping the Premises clean and safe as the condition of the Premises permits; disposing of garbage, rubbish, and other waste in a clean and safe manner; keeping plumbing fixtures as clean as their condition permits; and using electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and other systems, properly and according to how they were designed. Tenant is not obligated to repair or replace the roof or heating, ventilation, and air conditioning (HVAC) equipment when such repair or replacement becomes necessary in the normal use and operation of the Premises. In addition, Landlord is obligated to repair or replace items that wear out or fail through no fault of Tenant. Examples of such items include, but are not limited to, broken water or sewer lines; electrical issues such as wiring problems, worn out/malfunctioning fixtures (for example fluorescent light ballasts), or a problem with the electrical panel; and any issues resulting from normal aging of the building. Tenant is obligated to pay for damage and repair caused by improper use of any facilities.

5.1.2 Tenant agrees to repair any damage to the Premises caused by or in connection with the removal of any articles of personal property, business or trade fixtures, machinery, equipment, cabinetwork, furniture, moveable partition or permanent improvements or additions, including without limitation thereto, repairing the floor and patching and painting the walls where required by Landlord to Landlord's reasonable satisfaction, all at Tenant's sole cost and expense. Landlord acknowledges that if Landlord fails to fulfill its obligation to maintain and repair the Premises as described in section 5.1.2, After providing Landlord thirty (30) days written notice to commence maintenance or repairs that are its obligation, Tenant may conduct such maintenance and repair and invoice Landlord for reasonable reimbursement of the costs for the maintenance or repair action that was the responsibility of Landlord.

5.1.3 In the event Tenant fails to maintain the Premises in good order, condition and repair, Landlord shall give Tenant notice to do such acts as are reasonably required to so maintain the Premises. In the event Tenant fails to promptly commence such work and diligently prosecute it to completion then Landlord shall have the right, but not the obligation, to do such acts and expend such funds at the expense of Tenant as are reasonably required to perform such work. Any amount so expended by Landlord shall be paid by Tenant promptly after demand with interest at eighteen percent (18%) per annum from the date of such work.

5.1.4 Tenant shall do all acts required to comply with all applicable laws, ordinances, regulations and rules of any public authority relating to its maintenance obligation as set forth herein, and shall indemnify Landlord from all costs and expenses, including attorneys fees, resulting from any related claim or demand.

5.2 Alterations and Additions. Tenant shall make no alterations, additions or improvements to the Premises or any part thereof without first obtaining the prior written consent of Landlord. Landlord acknowledges that in the past, Tenant has made improvements to the Premises that are mutually beneficial to both Tenant and Landlord. This lease contract allows Tenant to continue to propose, and to obtain Landlord's consent for, such improvements when beneficial to both parties. Landlord and Tenant shall negotiate the costs of such improvements in a timely manner and in good faith.

5.3 Janitorial and Landscaping Services. Tenant shall be responsible for all costs associated with janitorial services and Landlord shall maintain landscaping for the premises, including repair and maintenance of the water display, by providing monthly clean up and attention to planted areas.

5.4 Roof and HVAC Replacement. Landlord shall budget adequate funds for fiscal year 2022 to repair or replace the roof and HVAC system as needed before June 30, 2022.

6. ENTRY BY LANDLORD. Landlord reserves and shall at all times have the right to enter the Premises to inspect the same, to submit said Premises to prospective purchasers or tenants, and to post "for lease" signs.

7. LIENS. Tenant shall keep the Premises free from any liens arising out of work performed, materials furnished, or obligations incurred by Tenant and shall indemnify, hold harmless and defend Landlord from any liens and encumbrances arising out of any work performed or materials furnished by or at the direction of Tenant.

8. INDEMNITY.

8.1 Indemnity. Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, costs and expenses arising from Tenant's use of the Premises or from the conduct of its business or from any activity, work or things which may be permitted or suffered by Tenant in or about the Premises and shall further indemnify, defend and hold Landlord harmless from and against any and all claims, costs and expenses arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the provisions of this Lease or arising from any negligence of Tenant or any of its agents, contractors, employees or invitees and from any and all costs, attorneys' fees, expenses and liabilities incurred by Landlord in the defense of any such claim or any action or proceeding brought thereon. Tenant hereby assumes all risk of damage to property or injury to persons in or about the Premises from any cause, and Tenant hereby waives all claims in respect thereof against Landlord.

9. INSURANCE.

9.1 Liability Insurance. Tenant, at its expense, shall maintain at all times during the term of this Lease, comprehensive liability insurance, contractual liability insurance, property damage liability insurance and such other insurance as Landlord

may require from time to time in respect of the Premises and the conduct or operation of business therein, with Landlord as an additional insured, with One Million Dollars (\$1,000,000) minimum combined single limit coverage, or its equivalent. The limits of such insurance shall not limit the liability of Tenant. All such insurance shall also insure the performance by Tenant of the indemnity agreement set forth in Section 8 of this Agreement. For insurance required to be maintained by Tenant under these Sections 9.1 and 9.2, and upon the request of Landlord, Tenant shall deliver to Landlord certificates of insurance, in such form reasonably requested by Landlord, issued by the insurance company or its authorized agent.

9.2 Property Insurance. Tenant shall maintain fire and extended coverage insurance on the Premises, subject to such reasonable deductibles as Landlord may establish. Landlord shall have the right to place on the Premises any other insurance as Landlord shall deem necessary. Tenant shall obtain and bear the expense of casualty insurance insuring the property of Tenant and tenant improvements on the Premises against such risks and naming Landlord and any superior mortgagee of the Premises of whose identity Tenant is notified, as additional insureds.

9.3 Acceptable Insurance Companies. All insurance policies required to be carried by Tenant hereunder shall be issued by responsible insurance companies authorized to issue insurance in the State of Washington and otherwise deemed acceptable by Landlord.

10. ASSIGNMENT AND SUBLETTING. Tenant shall not assign or sublet, or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or in the Premises without Landlord's prior written consent, which consent shall be subject to Landlord's sole discretion.

11. DEFAULT, REMEDIES.

11.1 Default. The occurrence of any of the following shall constitute a material default and breach of this Lease by Tenant:

11.1.1 Any failure by Tenant to pay the Rent or any other monetary sums required to be paid hereunder on the date such payment is due;

11.1.2 The abandonment or vacation of the Premises by Tenant;

11.1.3 A failure by Tenant to observe and timely perform any other provision of this Lease to be observed or performed by Tenant, where such failure continues for ten (10) days after such act or omission; provided, however, that if the nature of the default is such that the same cannot reasonably be cured within said ten (10) day period, Tenant shall not be deemed to be in default if Tenant shall within such period commence such cure and thereafter diligently prosecute the same to completion.

11.2 Remedies. In the event of any such default or breach by Tenant, Landlord may, at any time thereafter, without notice, without limiting Landlord in the exercise of

any right or remedy at law or in equity which Landlord may have by reason of such default or breach:

11.2.1 Maintain this Lease in full force and effect and recover the Rent and other monetary charges as they become due, without terminating the Lease, irrespective of whether Tenant shall have abandoned the Premises. In the event Landlord elects not to terminate this Lease, Landlord shall have the right to attempt to re-let the Premises at such rent and upon such conditions and for such a term, and to do all acts necessary to maintain or preserve the Premises, as Landlord deems reasonable and necessary without being deemed to have elected to terminate this Lease, including removal of all persons and property from the Premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant. In the event any such reletting occurs, Tenant shall remain liable for any rent deficiency and all costs and expenses of reletting, including costs of any remodeling to meet a new tenants' needs. Notwithstanding that Landlord fails to elect to terminate the Lease initially, Landlord at any time during the term of this Lease may elect to terminate this Lease by virtue of such previous default of Tenant.

11.2.2 Terminate Tenant's right to possession by any lawful means, in which case this Lease shall terminate, and Tenant shall immediately surrender possession of the Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including without limitation thereto, the following: (i) the worth at the time of award of any unpaid rent which had been earned at the time of such termination; plus (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that is proved could have been reasonably avoided; plus (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that is proved could be reasonably avoided; plus (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of events would be likely to result therefrom, including attorneys fees; plus (v) at Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable state law. Upon any such re-entry Landlord shall have the right to make any reasonable repairs, alterations or modifications to the Premises, which Landlord in its sole discretion deems reasonable and necessary. As used in (i) above, the "worth at the time of award" is computed by allowing interest at the rate of eighteen percent (18%) per annum from the date of default. As used in (ii) and (iii) the "worth at the time of award" is computed by discounting such amount at the discount date of the U.S. Federal Reserve Bank at the time of award plus one percent (1%). The term "rent," as used in this section, shall be deemed to be and to mean the Rent to be paid pursuant to Section 3 and all other monetary sums required to be paid by Tenant pursuant to the terms of this Lease.

12. MISCELLANEOUS.

12.1 Governing Law, Jurisdiction and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. The parties agree to submit themselves to venue and jurisdiction in the appropriate court in Pierce County, Washington.

12.2 Severability. If any term or provision of this Lease shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby.

12.3 Waiver. No covenant, term or condition of this Lease or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver or the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition.

12.4 Notices. All notices or demands of any kind required or desired to be given by Landlord or Tenant shall be in writing and deemed delivered upon actual delivery or forty-eight (48) hours after depositing the notice or demand in the United States mail, certified or registered, postage prepaid, and shall be addressed:

If to Landlord at:

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

If to Tenant at:

Gig Harbor Chamber of Commerce
Attn: Warren Zimmerman
P.O. Box 102
Gig Harbor, WA 98335

Or at such other address as the parties may designate by written notice to the other.

12.5 Entire Agreement. This Lease constitutes the entire agreement between Landlord and Tenant relative to the Premises. This Lease may be amended only by a written instrument signed by Landlord and Tenant. Landlord and Tenant agree hereby that all prior oral agreements relating to this agreement are merged in or revoked by this Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date and year first above written.

LANDLORD:

CITY OF GIG HARBOR

Mayor

TENANT:

GIG HARBOR CHAMBER OF COMMERCE

By: 

Its: out going Chairman

Date: _____

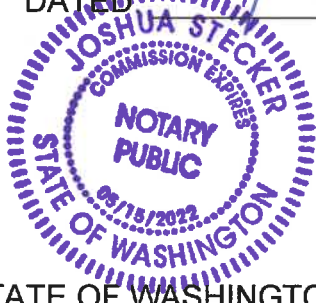
Date: _____

APPROVED AS TO FORM:
Office of the City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Chris Thompson is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Outgoing Chairman of GIG HARBOR CHAMBER OF COMMERCE, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED 9/22/21




Printed: Joshua Stecker
NOTARY PUBLIC in and for Washington
Residing at: Gig Harbor
My appointment expires: 5/15/22

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the CITY OF GIG HARBOR, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

Printed: _____
NOTARY PUBLIC in and for Washington
Residing at: _____
My appointment expires: _____

EXHIBIT A

Scope of Services

1. The Chamber will include the City of Gig Harbor logo on the visitor center signage and on their website plus any material that goes out showing their sponsors.
2. The Chamber will run the visitor center at least six hours per day, five days per week throughout the year. The Chamber may also choose to close the visitor center on nationally recognized holidays. Additional closure days can be agreed upon mutually on a case-by-case basis.
4. The Chamber staff and/or volunteers will greet and provide quality customer service to walk-in visitors at the visitor center. The Chamber will run the functions and operations normally associated with a visitor center. The Chamber may also use the building for Chamber-related functions and activities.
5. In the front room of the visitor center and on the exterior of the building, the Chamber will retain sufficient space for visitor information materials, including racks for rack cards and brochures. The City will continue to manage the visitor racks elsewhere around town.
6. By the 30th day following the end of each calendar quarter (January – March, for example), the Chamber will provide to the City a written report on visitor center activities, including number of walk-in visitors each month, number of visitor-related phone calls each month, and number of referrals to local hotels each month.
7. The Chamber will recruit, train, supervise, and manage the visitor center volunteers.
8. If it wishes, the Chamber may take over the selling of Gig Harbor retail items in the visitor center, including shirts, hats, coats, and vests with the City logo. The Chamber can purchase additional inventory and set prices at its discretion.
9. Chamber staff, board members, and volunteers will not park their vehicles in the parking spaces fronting the visitor center on Judson Street (disabled parking spaces are the exception to this rule).
10. The Chamber will provide the use of the restroom to any of the public that comes in and wishes to use them.
11. The Chamber will supply information to visitors on all city businesses and not only Chamber Members.



Business of the City Council City of Gig Harbor, WA

Subject: First Reading of Ordinance Accepting North Creek Gig Harbor, LLC property donation

Proposed Council Action: Proposed adoption of an ordinance accepting the donation of an undeveloped parcel of land at the second reading.

Dept. Origin: Public Works

Prepared by: Trent A. Ward, PE
City Engineer

TW

For Agenda of: September 27, 2021

Exhibits: Draft Ordinance

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Initial &
Date

email 9/21/21
AP 9/20/21
email 9/17/21
QA/HDR 9/20/21
10/9/20/21

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

The owner of the undeveloped, residentially zoned property (approx. 0.28 acres) located at 4889 96th Street (Parcel #0222313080), North Creek Gig Harbor, LLC, c/o Jim Chaffeur, desires to donate said parcel to the City of Gig Harbor.

As part of the City's due diligence process, and prior to further consideration by the City to accept the parcel donation, City Council authorized a Professional Services Contract with Landau Associates, Inc. at the June 28, 2021 Council meeting to perform a phase 1 environmental assessment of the parcel. The assessment was completed in August 2021 and concluded that there were no recognized environmental conditions identified at the subject property. Additionally, staff have reviewed a current title report for the property and found no unacceptable encumbrances upon the property, nor any voluntary liens of record affecting the subject property. And, the City was provided a survey map of the property, prepared by James H. Crabtree, PLS, dated 11/20/2018.

FISCAL CONSIDERATION

Costs associated with the due diligence and acceptance of this parcel donation are not included in the 2021 budget. However, since it is anticipated the donated parcel will likely be used to support the Cushman Trail, Staff has proposed these costs be paid for out of the ending fund balance from the Parks Development fund (109), and City Council authorized such funding for Landau contract.

Expenditure summary is shown in the table below:

Funding:	
2021 Parks Development Fund (109)	Ending Fund Balance
Project Expenses:	
First American Title Report	(\$826.50)
Professional Services Contract – Landau Assoc, Inc (Ph1 Environmental Site Assessment)	(\$7,555.00)
Anticipated Pierce County fees (recording deed, REETA, etc.)	(\$500.00)
Anticipated Total Expense:	
	\$8,881.50

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION/MOTION

Consider adoption of an ordinance accepting the donation of an undeveloped parcel of land at the second reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, ACCEPTING THE PROPERTY WITH PARCEL NUMBER 0222313080 FROM NORTH CREEK GIG HARBOR, LLC; AUTHORIZING THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS TO LEGALLY TRANSFER INTEREST IN SUCH PROPERTY TO THE CITY OF GIG HARBOR; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR SUMMARY PUBLICATION.

WHEREAS, North Creek Gig Harbor, LLC has graciously offered to donate the property located at 4889 96th Street, parcel number 0222313080 to the City of Gig Harbor, and

WHEREAS, RCW 35.21.100 authorizes the City to accept donations by ordinance and to carry out the terms of the donation as long as such terms fall within the scope of the City's delegated powers, and

WHEREAS, the City Council desires to accept the property donation, to authorize the Mayor to execute the necessary documents to legally transfer the donated property to the City, and to express its appreciation to North Creek Gig Harbor, LLC, now, therefore,

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

Section 1. **Acceptance.** The City Council hereby accepts the donated property identified as 4889 96th Street, parcel number 0222313080. The Mayor is hereby authorized to execute all reasonably necessary documents to legally transfer the property from North Creek Gig Harbor, LLC to the City and accept the donation on behalf of the City and to carry out its terms. The City Council expresses its appreciation to North Creek Gig Harbor, LLC, for its generous donation.

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 five (5) days after publication of a summary consisting of the title.

PASSED by the City Council and **APPROVED** by the Mayor of the City of Gig Harbor, at a regular meeting held this _____ day of _____, 2021.

APPROVED:

MAYOR, KIT KUHN

ATTEST/AUTHENTICATED:

INTERIM CITY CLERK, JOSH STECKER

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. _____

SUMMARY OF ORDINANCE NO. _____

of the City of Gig Harbor, Washington

On the ____ day of _____, 2021, the City Council of the City of Gig Harbor, passed Ordinance No. _____. A summary of the content of said ordinance, consisting of the title, provides as follows:

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, ACCEPTING THE PROPERTY WITH PARCEL NUMBER 0222303080 FROM NORTH CREEK GIG HARBOR, LLC; AUTHORIZING THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS TO LEGALLY TRANSFER INTEREST IN SUCH PROPERTY TO THE CITY OF GIG HARBOR; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR SUMMARY PUBLICATION.

The full text of this Ordinance will be mailed upon request.

DATED this ____ day of _____, 2021.

INTERIM CITY CLERK, JOSH STECKER

Business of the City Council City of Gig Harbor, WA

Subject: Lift Station #12 Rehabilitation (Woodhill Drive) – PW Construction Contract Award, Professional Services Contract for Construction Support Services, and Professional Services Contract for Materials Testing Services.

Dept. Origin: Public Works/Engineering

Proposed Council Actions:

1. Authorize the Mayor to execute a Public Works Contract with Stellar J in an amount not to exceed \$3,170,214.40;
2. Authorize the Mayor to execute a Professional Services Contract Amendment #2 for Construction Support Services with Kennedy Jenks in an amount not to exceed \$407,136.00;
3. Authorize the Mayor to execute a Professional Services Contract for Materials Testing with MTC, Inc., in an amount not to exceed \$20,257.00;
4. Authorize the City Engineer to approve additional Public Works contract expenditures up to \$250,000.00.

Prepared by: Trent A. Ward
City Engineer

TW

For Agenda of: September 27, 2021

- Exhibits:**
- Public Works Construction Contract
 - Professional Services Contract Amendment for Construction Support Services Scope and Fee
 - Professional Services Contract for Materials Testing Services Scope and Fee

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 9-17-21

AT 9/17/21

Email - 9/17/21

OP 9/17/21

AW 9/17/21

Expenditure Required	\$3,953,207.40	Amount Budgeted	\$ 1,700,000.00	Appropriation Required	\$0.00
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INFORMATION/BACKGROUND

This Public Works contract, and associated Professional Services Contracts, will provide for the complete rehabilitation of sanitary sewer lift station #12, located at the intersection of Woodhill Drive and Burnham Drive. The City's design consultant, Kennedy Jenks, estimated the probable construction cost to be \$3,000,000.00 on April 15, 2021.

BID RESULTS

The Project was competitively bid using the City's Public Works Bidding process. On September 16, 2021, the City received Six (6) responsive bids for the Project. The bid amounts are shown below:

BIDDER	TOTAL BID AMOUNT
1. Stellar J	\$3,170,214.40
2. Rognlins	\$3,256,384.00
3. McClure & Sons	\$3,273,792.00
4. Strider Construction	\$3,751,424.00

5. Award Construction	\$3,999,052.80
6. NW Cascade	\$4,314,355.20

FISCAL CONSIDERATION

The Project is included in the 2021 Budget. A budget summary is shown in the table below:

2021 Budget Project Funding:	
Lift Station #12 (Woodhill Dr) Rehabilitation – Wastewater Capital, Objective 2	\$ 1,700,000.00
Total 2021 Budget:	\$1,700,000.00
Project Expenses:	
Design services during 2021 – Kennedy Jenks	(\$95,600.00)
Permitting	(\$10,000.00)
Public Works Construction Contract –	(\$3,170,214.40)
Professional Services Contract Amendment #3 Construction Support – Kennedy Jenks	(\$407,136.00)
Materials Testing Services – MTC, Inc. / Professional Services Contract	(\$20,257.00)
City Engineer Change Order Authority Amount *	(\$250,000.00)
Total Budget Over-run**:	\$2,253,207.40

*City Engineer Change Order Authority provides for, if necessary, addressing any unforeseen additional work under the Public Works contract with Stellar J.

** Wastewater Fund ending fund balance is sufficient to cover the budget over-run amount for this project.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION/MOTION

1. Authorize the Mayor to execute a Public Works Contract with Stellar J in an amount not to exceed \$3,170,214.40;
2. Authorize the Mayor to execute a Professional Services Contract Amendment #2 for Construction Support Services with Kennedy Jenks in an amount not to exceed \$407,136.00;
3. Authorize the Mayor to execute a Professional Services Contract for Materials Testing with MTC, Inc., in an amount not to exceed \$20,257.00;
4. Authorize the City Engineer to approve additional Public Works contract expenditures up to \$250,000.00

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

THIS SECOND AMENDMENT is made to that certain Professional Services Contract dated July 27, 2020, (the "Agreement"), and April 12, 2021, by and between the City of Gig Harbor, a Washington municipal corporation (hereafter the "City"), and Kennedy Jenks Consultants, Inc., a Washington corporation organized under the laws of the State of Washington (hereafter the "Consultant").

RECITALS

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

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

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

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

2. Payment. Section 2(A) of the Agreement is amended to increase compensation to the Consultant for the work to be performed as described in **Exhibit A** in an amount not to exceed Four Hundred and Seven Thousand One Hundred Thirty-Six Dollars and Zero Cents (\$ 407,136.00), as shown in **Exhibit B**, attached to this Amendment and incorporated herein.

[Remainder of page intentionally left blank.]

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

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

CONSULTANT

By: 
Its Principal

CITY OF GIG HARBOR

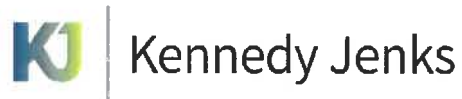
By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



16 September 2021

Mr. Trent Ward
City Engineer
3510 Grandview Street
Gig Harbor, WA 98335

**Subject: Scope of Work and Fee for Engineering Services During Construction for City of Gig Harbor
Contract CSSP-2005: Lift Station 12A Replacement Project**

Dear Mr. Ward:

Kennedy/Jenks Consultants, Inc. (Kennedy Jenks) is pleased to submit this scope and engineering fee for the Lift Station 12A Replacement Project. This scope of work is to provide additional design phase services to lead development of the Division 0 and 1 documents of the Project Manual and engineering services during construction for the replacement of the existing Lift Station 12A. A detailed scope of services is included in Exhibit A.

We propose compensation for services be on a time and expense reimbursement basis based on the Schedule of Charges included in Exhibit C. Based on our estimate of services required, we propose a budget of \$407,136. We have provided a breakdown of the budget by Tasks in Exhibit B.

We appreciate the opportunity to submit this scope of work and look forward to continuing working with you on this important project. Please contact us if you have any questions regarding our proposal at MichaelLubovich@kennedyjenks.com (253.835.6459).

Very truly yours,

Kennedy/Jenks Consultants, Inc.

A handwritten signature in blue ink, appearing to read 'Michael Lubovich', is written over a light blue horizontal line.

Michael Lubovich, PE, PMP

Enclosures: Exhibit A – Scope of Services
Exhibit B – Compensation
Exhibit C – Schedule of Charges

**EXHIBIT A – SCOPE OF SERVICES
LIFT STATION 12A REPLACEMENT
ENGINEERING SERVICE DURING CONSTRUCTION**

Background

The City of Gig Harbor's (City) wastewater collection system is comprised of 57 miles of sanitary sewer lines and 17 lift stations. Wastewater traverses the City via a combination of force mains and gravity sewer lines maintained by the City's Wastewater Treatment Plant staff. Lift Station 12A services wastewater basin 12, the second largest service area in the City boundary and UGAs, receives a significant amount of Septic Tank Effluent Pump (STEP) system discharge from the Canterwood and Rush basins. Wastewater received at Lift Station 12A is pumped to Lift Station 3, and then to the WWTP.

Kennedy/Jenks (CONSULTANT) designed improvements to replace Lift Station 12A. These improvements include retrofitting the existing wet well into a submersible lift station for a firm capacity of 1,000gpm, expanding the existing control building to house the new electrical equipment, odor control equipment, standby-diesel self-priming pump, air-gap skid, and mechanical piping. The following scope of work is to provide additional design phase services to lead development of the Division 0 and 1 documents of the Project Manual and engineering services during the construction phase of the project and to support the City's lead construction inspector as needed by providing routine construction observation. The following tasks have been identified for this effort.

Task 6.08 – Division 0 and 1 Development
Task 9.01 – Project Management
Task 9.02 – Request for Information
Task 9.03 – Submittals
Task 9.04 – Construction Meetings and Coordination
Task 9.05 – Construction Observation and Onsite Support
Task 9.06 – Design Modifications and Change Order Reviews
Task 9.07 – Start-up, Commissioning, and Training
Task 9.08 – Punchlist and Closeout
Task 9.09 – Record Drawings
Task 9.10 – Lift Station Operations Manual

Lift Station 12A Replacement

CONSULTANT will assist the City during the design phase of the project by performing the following tasks:

Task 6.08 – Division 0 and 1 Development

CONSULTANT will lead development of the Division 0 and 1 specifications (front end documents) to provide a complete biddable package for the City to advertise for construction bids. The CONSULTANT will coordinate contract terms and definitions between the 2013

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EJCDC Contract, the City's Agreement, and the Technical Specifications and will discuss any issues and/or recommended changes to the City's Agreement and/or Supplementation Provision with the City.

City Responsibilities:

- Meet with and provide response to CONSULTANT'S questions and recommended changes.

Assumptions:

- The 2013 EJCDC Contract between the Owner and Contractor will be used as the basis or the contract.
- The City's Standard Agreement will be used as a basis for the agreement.

Deliverables:

1. Completed Division 0 and 1 documents for inclusion into the Project Manual to be issued for bidding and construction.

Task 9.01 - Project Management

CONSULTANT will manage the CONSULTANT team's services during project construction through construction contract closeout and Record Drawing preparation, for a total assumed duration of 12 months. General project management activities involving 1) communications with City's staff, 2) management of subconsultants, and 3) invoicing and status reports. Management of the CONSULTANT team during construction under this task will consist of distribution of submittals and Requests for Information (RFIs) to the appropriate CONSULTANT members for response. CONSULTANT will maintain a submittal log and an RFI log to track location and progress on each item. Following team review, CONSULTANT will return responses to the City for their submittal to the Contractor. CONSULTANT also will coordinate site visits with the City and Contractor during this phase.

City Responsibilities:

- City will maintain a submittal log and an RFI log to track location and progress on each item
- Timely review and approval of monthly invoices
- Communication with the CONSULTANT, as requested

Assumptions:

- 1 hour per week is budgeted for project management related communications with the City and the consultant team.
- Document management during construction will be conducted via MS Teams.
- Kennedy Jenks will support the City with document management, as requested.

Deliverables:

2. Monthly invoices and activity summary (Electronic, Adobe pdf format).

Task 9.02 – Requests for Information

CONSULTANT will provide responses to the Contractor's Requests for Information (RFIs). RFIs shall be furnished to CONSULTANT by the Contractor, and written responses shall be coordinated with the City and provided to the Contractor via the document management system within an average of 15 working days of receipt of an RFI. It is assumed that up to 30 RFIs, each requiring on average 4 hours, will be reviewed by CONSULTANT. 1 hour per RFI is included in the budget for documenting, disseminating, and coordinating RFI responses.

City Responsibilities:

- Coordinate responses to RFIs with CONSULTANT as requested.

Assumptions:

- Compensation for additional RFIs beyond the contract amount will be added by amendment.

Deliverables:

1. RFI responses (Electronic, Adobe pdf format).

Task 9.03 – Submittals

CONSULTANT will review submittals and shop drawings and provide review comments to the City. Submittals shall be furnished to CONSULTANT by the City. CONSULTANT will promptly review submittals and provide written comments and recommended submittal review disposition within an average of 15 working days of Kennedy Jenks receipt of a submittal. Kennedy Jenks will provide faster turnaround time for contractor requested expedited submittals. The term submittal used herein includes technical submittals, shop drawings, samples, operations and maintenance manuals, and product data required to be submitted by the Contractor. Review will be for substantial conformity with the intent of the Contract drawings and specifications. It shall not include review of quantities, dimensions, weights or gauges, fabrication processes, construction methods, coordination with the work of other trades, or construction safety precautions, all of which are the sole responsibility of the Contractor. It is assumed that up to 75 technical submittals and up to 15 non-technical submittals (90 total) will be reviewed by CONSULTANT. Up to 45 resubmittals (50% resubmittal rate) is assumed. Each submittal and resubmittal review is assumed to take up to 4 hours each. The budget includes 1 hour per submittal for logging and tracking.

City Responsibilities:

- Coordinate responses to submittals with CONSULTANT, as requested.

Assumptions:

- Compensation for additional submittals beyond the contract amount will be added by amendment.

Deliverables:

1. Reviewed submittals with indicated disposition (Electronic, Adobe pdf format).

Task 9.04 –Construction Meetings and Coordination

CONSULTANT will attend a preconstruction kick-off meeting after Contractor has been issued Notice to Proceed. CONSULTANT will prepare agenda, lead meeting, and prepare notes for preconstruction meeting.

CONSULTANT will attend regularly organized construction progress meetings. A total of 40 meetings, assumed to be on average 1 hour duration, excluding travel, will be attended by up to 2 CONSULTANT or subconsultant staff. Meeting agenda and minutes will be prepared by the CONSULTANT and reviewed by City. This task also includes time for coordination of construction activities outside of construction progress meetings.

City Responsibilities:

- Review meeting agendas and notes
- Attend all meetings and provide input and direction as requested.

Assumptions:

- Preconstruction meeting will be held in-person.
- Weekly progress meetings will be attended virtually.

Deliverables:

1. Comments on meeting minutes (Electronic, Adobe pdf format).

Task 9.05 – Construction Observation and Onsite Support

CONSULTANT will assist the City by providing periodic construction observation and onsite support during observation days, as requested. The visits will observe the general quality of the work at the time of the visit. For each site visit, CONSULTANT will prepare a site observation report documenting the areas observed and comments regarding general conformance with the design requirements. CONSULTANT's observation of the work is not an exhaustive observation or inspection of all work performed by the Contractor. CONSULTANT will review items of concern with City's construction inspector before leaving the site.

City Responsibilities:

- Provide full-time construction management and facilitate communication between the Contractor and the CONSULTANT.
- Contract with a specialty material testing agency to provide material testing and specialty inspection during construction.
- Review and approved monthly contractor progress payment applications.

Assumptions:

- Duration of construction observation is assumed to be 40 weeks.
- CONSULTANT will perform half-day construction observation at a frequency of 1 day per week.
- Budget includes 8 discipline specific site visits.
- Observations are assumed to be up to 4 hours in length with 1 consultant present plus an additional hour to prepare the observation report (5 hours total).
- Travel time is included in the 4-hour observation period.
- No observations will take place outside of normal business hours from 8:00 AM to 5:00 PM on weekdays.

Deliverables:

1. Field notes from construction observations.
2. Email notification of contractor progress payment recommendation

Task 9.06 – Design Modification and Change Order Reviews

CONSULTANT will support the City, as requested, with evaluation of design modifications and change orders or potential change orders. CONSULTANT will prepare design modifications to the plans and specifications where required or requested by the City. CONSULTANT will review notices and correspondence issued by the Contractor and provide a written opinion of the validity of Contractor request. The City's construction management staff will have primary responsibility for evaluation of and responses to Contractor-issues notices and correspondence. This task provides support for up to 6 design modifications, each requiring on average 12 hours, and 5 change order or potential change order reviews, each requiring on average 8 hours.

Deliverables:

1. Provide design modifications and written responses for change order-related issues (Electronic, Adobe pdf format).

Task 9.07 – Start-up, Commissioning, and Training

CONSULTANT will assist the Contractor in preparing a start-up and testing plan. CONSULTANT will provide onsite support during start-up testing to verify performance and operation of the facility in conformance with the contract documents.

CONSULTANT will be available to support the City, as needed, during the commissioning period. Upon successful completion of the commissioning period and substantial completion of the work on-site, CONSULTANT will issue a Substantial Completion letter to the Contractor.

CONSULTANT will provide onsite training to the City.

Assumptions:

- The Contractor has primary responsibility for the Start-up and Testing plan.

- The budget assumes two personnel onsite during startup testing for two (2) days.
- Commissioning period support consists of email and phone conversations and conference calls via MS Teams.
- Training format will follow the Lift Station Operations Manual described in Task 10. This training is not to replicate or replace vendor provided commissioning and training.

Task 9.08 – Punch List and Closeout

CONSULTANT will participate in one project walkthrough to assist in the preparation of a punch list (prepared by the City) to be provided for construction contractors' action or correction prior to construction closeout activities.

CONSULTANT will record warranty statements from contractor

City Responsibilities:

- Coordinate final inspection and permit sign-off with City's building and planning department and other City-related records.
- Final inspection after punch list to confirm work is complete per the contract and release of liens.
- Warranty inspection and verification after facility has been in operation.

Deliverables:

1. Punchlist in excel format

Task 9.09 – Record Drawings

CONSULTANT will prepare Record Drawings for the Project using the drawing markups of construction changes provided by the Contractor. For estimating purposes, it is assumed that 48 drawings will be updated, each requiring on average 4 hours. CONSULTANT will provide one electronic and one full sized (22"x34") paper hard copy of the Record Drawing set.

Deliverables:

1. Record Drawings (hard copy and Electronic - AutoCAD and Adobe pdf formats).

Task 9.10 – Lift Station Operations Manual

CONSULTANT will prepare an operations manual for LS12B to include information regarding system overviews and background, standard system operations, backup modes of operation, and alarms. The Operations Manual will include control descriptions, schematics, and photos, as necessary, to describe the function. The Operations Manual is expected to include the following system assets:

- Raw Sewage Pumps
- Backup Diesel Powered Pump

- Grinder Macerator
- Odor Control System
- Ventilation and Combustible Gas Detection System
- Facility Water System
- Electrical Distribution System
- Other Building Safety and Security Systems
- SCADA Telemetry System

Assumptions:

- Operations manual will be in MS Word and/or Powerpoint format.

Deliverables:

1. Lift Station Operations Manual (three hard copies and electronic copy).

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EXHIBIT B – COMPENSATION

A. Compensation:

Consultant will be compensated in the amount not to exceed \$407,136 for the Lift Station 12A Replacement Project:

Project / Task	Contract
LS12 Replacement Project	
Task 6.08 - Division 0/1 Development	\$6,022
Task 9.01 - Project Management	\$33,408
Task 9.02 - RFIs	\$27,449
Task 9.03 - Submittals	\$126,937
Task 9.04 - Construction Progress Meetings	\$35,865
Task 9.05 - Site Observations	\$52,259
Task 9.06 - Design Modifications and Change Orders	\$21,332
Task 9.07 - Start-up, Commissioning, and Training	\$21,127
Task 9.08 - Punchlist and Closeout	\$26,031
Task 9.09 - Record Drawings	\$31,195
Task 9.10 - Operations Manual	\$25,511
Contract Total	\$407,136

B. Requests for Payment:

1. At a minimum the invoice is to include: performance period; date of submission; Consultant's name, remittance address and phone number; number of hours being billed; invoice total; and any additional applicable information.

2. Submit via e-mail to:

Trent Ward
City Engineer
3510 Grandview Street
Gig Harbor, WA 98335
(253)853-7637
WardT@cityofgigharbor.net

3. Payment will be made to Consultant within thirty (30) days of the receipt of a complete and accurate invoice

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EXHIBIT C

Client/Address: City of Gig Harbor

Contract/Proposal Date: August 2021

Schedule of Charges

Date: August, 2021

PERSONNEL COMPENSATION

Classification	Hourly Rate
Engineer-Scientist-Specialist 1	\$127
Engineer-Scientist-Specialist 2	\$157
Engineer-Scientist-Specialist 3	\$168
Engineer-Scientist-Specialist 4	\$184
Engineer-Scientist-Specialist 5	\$199
Engineer-Scientist-Specialist 6	\$216
Engineer-Scientist-Specialist 7	\$233
Engineer-Scientist-Specialist 8	\$250
Engineer-Scientist-Specialist 9	\$260
CAD-Technician	\$128
Senior CAD-Technician	\$144
CAD-Designer	\$149
Senior CAD-Designer	\$159
Project Administrator	\$129
Administrative Assistant	\$93
Aide	\$82

In addition to the above Hourly Rates, an Associated Project Cost charge of \$8.00 per hour will be added to Personnel Compensation for costs supporting projects including telecommunications, software, information technology, internal photocopying, shipping, and other support activity costs related to the support of projects

Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus ten percent for items such as:

- Maps, photographs, 3rd party reproductions, 3rd party printing, equipment rental, and special supplies related to the work.
- Consultants, soils engineers, surveyors, contractors, and other outside services.
- Rented vehicles, local public transportation and taxis, travel and subsistence.
- Project specific telecommunications and delivery charges.
- Special fees, insurance, permits, and licenses applicable to the work.
- Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for vehicles used in connection with the work will be at the federally approved mileage rates or at a negotiated monthly rate.

If prevailing wage rates apply, the above billing rates will be adjusted as appropriate.

Overtime for non-exempt employees will be billed at one and a half times the Hourly Rates specified above.

Rates for professional staff for legal proceedings or as expert witnesses will be at rates one and one-half times the Hourly Rates specified above.

Excise and gross receipts taxes, if any, will be added as a direct expense.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective January 1, 2021 through December 31, 2021. After December 31, 2021, invoices will reflect the Schedule of Charges currently in effect.

Proposal Fee Estimate (Assoc. Proj. Costs per Schedule of Charges)																							Kennedy Jenks		
CLIENT Name: _____ City of Gig Harbor																									
PROJECT Description: <u>Lift Station 12A Replacement ESDC</u>																									
Proposal/Job Number: <u>2097006*.01</u>																									
	Eng-Sol-4 John Melady	Eng-Sol-7 Jeff Perry	Eng-Sol-7 Ryan Ray	Eng-Sol-4 Mark Preston	Eng-Sol-4 Michael Lubovich	Eng-Sol-4 Jake Sailer	Eng-Sol-4 Nathan Ward	Eng-Sol-4 Cameron Ross	Eng-Sol-5 Jindra Hoffman	Eng-Sol-3 Stephen Moore	CAD-Design	Project Administrator	Total	KJ Labor	KJ Escalation	KJ Assoc. Proj. Costs	Sub AIA	KJ Sub-Markup	KJ ODCs	KJ ODCs Markup	Total Labor	Total Subs	Total Expenses	Total Labor + Subs + Expenses	
Classification:																									
LS12A Replacement Project																									
Task 6.08 - Division 01 Development																									
Division 01 Development	2				8			16				4	32	\$5,788	\$0	\$224		\$0			\$0	\$6,022	\$0	\$0	\$6,022
Task 9.01 - Project Management																									
1.1 Project Setup					4							8	12	\$1,804	\$27	\$64	\$7,568	\$757			\$0	\$1,915	\$8,325	\$0	\$10,240
1.2 C&CR	2	2			2			2					8	\$1,690	\$25	\$68		\$0			\$0	\$1,771	\$0	\$0	\$1,771
1.3 Project Management and Administration (1hrs/week for 52 weeks)					52								52	\$10,140	\$152	\$364		\$0			\$0	\$10,656	\$0	\$0	\$10,656
1.4 Monthly Invoices and Status Reporting (12 total)					12							24	36	\$5,412	\$81	\$252		\$0			\$0	\$5,745	\$0	\$0	\$5,745
1.5 Document Management (1hr/mo, 12 months)					12								12	\$2,340	\$35	\$84		\$0			\$0	\$2,459	\$0	\$0	\$2,459
1.6 HASP					2			4	4			4	14	\$2,402	\$39	\$98		\$0			\$0	\$2,536	\$0	\$0	\$2,536
Task 9.02 - RFIs																									
RFIs (30)				4	8	8	4	66					110	\$20,188	\$303	\$770	\$5,644	\$564			\$0	\$21,241	\$6,208	\$0	\$27,449
Task 9.03 - Submittals																									
Submittal Review (90)				32	32	32	32	251					370	\$70,204	\$1,053	\$2,633	\$9,683	\$968			\$0	\$73,810	\$10,851	\$0	\$84,661
Resubmittal Review (45)				16	16	16	16	126					190	\$35,192	\$528	\$1,300	\$4,842	\$484			\$0	\$37,050	\$5,326	\$0	\$42,376
Task 9.04 - Construction Progress Meetings																									
Preconstruction Meeting					4			8					12	\$2,220	\$33	\$84		\$0			\$0	\$2,337	\$0	\$0	\$2,337
Construction Progress Meetings (40)					40			80					120	\$22,200	\$333	\$840	\$5,644	\$564			\$0	\$23,173	\$6,208	\$0	\$29,381
Coordination Meetings (10)					10			10					20	\$3,750	\$56	\$140		\$0			\$0	\$3,946	\$0	\$0	\$3,946
Task 9.05 - Site Observations																									
Discipline Site Visits (8)				4	8	12		4		4			32	\$6,124	\$82	\$224	\$4,783	\$478	\$2,000	\$200	\$6,440	\$5,238	\$2,200	\$13,879	
Construction Observation (40 weeks, 5 hours/week)								200					200	\$38,000	\$540	\$1,400		\$0	\$400	\$40	\$37,840	\$0	\$440	\$38,280	
Task 9.06 - Design Modifications and Change Orders																									
Design Modifications (5)				4	4	4	4	24			8		48	\$8,608	\$129	\$336	\$5,644	\$564			\$0	\$9,073	\$6,208	\$0	\$15,282
Change Orders (5)				4	4	4	4	18			4		32	\$5,740	\$88	\$224		\$0			\$0	\$6,050	\$0	\$0	\$6,050
Task 9.07 - Start-up, Commissioning, and Training																									
Start-up				8				32		2			42	\$7,648	\$115	\$294	\$5,644	\$564	\$500	\$50	\$8,057	\$6,208	\$550	\$14,815	
Commissioning		2		4	2	2	2	8					18	\$3,394	\$51	\$129		\$0			\$0	\$3,571	\$0	\$0	\$3,571
Training				2				12					14	\$2,550	\$38	\$98		\$0	\$50	\$5	\$2,688	\$0	\$55	\$2,741	
Task 9.08 - Punchlist and Closeout																									
Punchlist				4	4	8	4	16					36	\$6,788	\$102	\$252	\$5,644	\$564	\$500	\$50	\$7,142	\$6,208	\$550	\$13,900	
Closeout Documentation						4		24					28	\$5,100	\$77	\$198	\$5,644	\$564	\$500	\$50	\$5,373	\$6,208	\$550	\$12,131	
Task 9.09 - Record Drawings																									
Record Drawings	0	0	0	4	4	4	4	32	0		48	4	100	\$19,380	\$245	\$700	\$12,127	\$1,213	\$500	\$50	\$17,305	\$13,340	\$550	\$31,195	
Task 9.10 - Operations Manual																									
Operations Manual	0	0	0	0	0	0	0	76	0	0	0	0	112	\$20,106	\$302	\$784	\$3,827	\$393	\$0	\$0	\$0	\$21,192	\$4,320	\$0	\$25,511
LS 12A Replacement - 5 subtotal	4	2	0	70	248	84	70	1029	4	15	60	53	1658	\$301,738	\$4,438	\$11,613	\$78,774	\$7,877	\$4,450	\$445	\$317,790	\$84,451	\$4,895	\$407,136	

PUBLIC WORKS CONTRACT

REPLACEMENT OF SANITARY SEWER LIFT STATION #12A CSSP-2005

THIS AGREEMENT, made and entered into, this ____ day of _____, 20____, by and between the City of Gig Harbor, a Non-Charter Code city in the State of Washington, hereinafter called the "City", and Stellar J Corporation, organized under the laws of the State of Washington, located and doing business at, 1363 Down River Drive, Woodland, WA 98674 hereinafter called the "Contractor."

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Contract, the parties hereto covenant and agree as follows:

1. The Contractor shall do all of the work and furnish all of the labor, materials, tools, and equipment necessary for the construction of the Replacement of Sanitary Sewer System Lift Station #12A Project, all in accordance with the Technical Specifications, Conditions of the Construction Contract and Supplementary Conditions of the Contract, and shall perform any changes in the Work, all in full compliance with the Project Manual entitled "Replacement of Sanitary Sewer System Lift Station #12A Project, CSSP-2005," which are by this reference incorporated herein and made a part hereof; and agrees to accept payment for the same in accordance with the said Project Manual, including the schedule of prices in the "Proposal," the sum Three Million One Hundred Seventy Thousand Two Hundred Fourteen Dollars and Forty Cents, (\$3,170,214.40), including state sales tax, subject to the provisions of the Project Manual.
 2. Work shall commence and contract time shall begin as stated in Section SC 1-08.5 of the Supplementary Conditions. All Contract Work shall be physically complete as stated in Section SC 1-08.5.
 3. The Contractor agrees to pay the City Liquidated Damages for each and every working day all Work remains uncompleted after expiration of the specified time, as stated in Section SC 1-08.9.
 4. The Contractor shall provide for and bear the expense of all labor, materials, tools and equipment of any sort whatsoever that may be required for the full performance of the Work provided for in this Contract upon the part of the Contractor.
 5. The term "Project Manual" shall mean and refer to the following: "Invitation to Bidders," "Bid Form," "Addenda" if any, "Specifications," "Plans," "Contract," "Performance Bond," "Payment Bond," "Notice to Proceed," "Change Orders" if any, and any documents referenced or incorporated into the Project Manual, including, but not limited to the Standard General Conditions, the Supplementary Conditions and the Technical Specifications.
 6. The City agrees to pay the Contractor for materials furnished and Work performed in the manner and at such times as set forth in the Project Manual.
-

7. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, assigns, agents, subcontractors, and employees, does hereby agree to the full performance of all of the covenants herein contained upon the part of the Contractor.
8. It is further provided that no liability shall attach to the City by reason of entering into this Contract, except as expressly provided herein.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed the day and year first hereinabove written:

CITY of GIG HARBOR:

CONTRACTOR:

Kit Kuhn, Mayor
City of Gig Harbor

Date: _____

(Signature of Official)

(Print Name)

(Title)

(Email Address)

Date: _____

ATTEST:

City Clerk

APPROVED FOR FORM:

City Attorney

**PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
MATERIALS TESTING AND CONSULTING, INC.**

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

RECITALS

WHEREAS, the City is presently engaged in constructing Lift Station No. 12 and desires that the Consultant perform services necessary to provide the following consultation services; and

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

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

TERMS

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

2. **Payment.**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Twenty Thousand Two Hundred Fifty-Seven Dollars and No Cents (\$20,257.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit A – 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 A**, unless the parties agree to a modification of this Contract, pursuant to Section 17 herein.

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

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

3. Duration of Work. The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by March 1, 2022; 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: Deane Ramsdell
MaterialsTestingConsulting, Inc.
777 Chrysler Drive
Burlington, WA 98233
360-508-6336

City of Gig Harbor
ATTN: Trent Ward, P.E.
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

CITY OF GIG HARBOR

Curtis Shear

By: Curtis Shear
Its: Owner

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



Date: June 18, 2021

Client Name: City of Gig Harbor

Address:

Email: George Flanigan <gflanigan@gigharborwa.gov>

Architect: Kennedy Jenks

Project Name / Location: Lift Station Number 12- Corner of Burnham and Woodhill Drives NW

Contact: George Flanders

Phone: (253)377-6165

Fax:

Based on Plans Dated: 90% submittal

Materials Testing & Consulting, Inc. (MTC) thanks you for the opportunity, and respectfully submits the following proposal to provide materials testing and special inspection services during construction of the above-referenced project.

Combined with our past experience with projects of similar size and scope, we estimate the total cost of our services for this project to be:

Special & Construction Inspection					
Item		Unit	Quantity	Rate	Total
IPD-S - Foundation & Slab Subgrade Compaction / VSI		Hour	18	\$ 72.00	\$ 1,296.00
IPD-S - Utility Trench Compaction		Hour	18	\$ 72.00	\$ 1,296.00
IPD-S - Site Subgrade & Rock Course Compaction		Hour	12	\$ 72.00	\$ 864.00
IPD-A - Asphalt Paving Compaction		Hour	6	\$ 72.00	\$ 432.00
SAMPU - Sample Pickup if Required (Allowance)		Hour	12	\$ 72.00	\$ 864.00
RC - Footings		Hour	18	\$ 75.00	\$ 1,350.00
RC - Stemwalls		Hour	18	\$ 75.00	\$ 1,350.00
RC - Interior Slab on Grade, Equipment Pads, Trench Drain		Hour	18	\$ 75.00	\$ 1,350.00
SM - Structural Masonry		Hour	28	\$ 75.00	\$ 2,100.00
FAB-Shop Inspections of Stairs, embeds etc		Hour	10	\$ 85.00	\$ 850.00
SS - Field Erection & Site Welding -Roof Deck/units includes acoustical ceiling		Hour	20	\$ 85.00	\$ 1,700.00
PROPANC - Epoxy & Expansion Anchors		Hour	8	\$ 75.00	\$ 600.00
NDT - Inspection of Coatings and Substrate Preparation-(per SSPC and spec.)		Hour	30	\$ 85.00	\$ 2,550.00
Subtotal - Special & Construction Inspection:					\$ 16,602.00
Laboratory Testing					
Item		Unit	Quantity	Rate	Total
PROC - Moisture Density Relationship/Proctor with Sieve		Each	3	\$ 295.00	\$ 885.00
SE - Sand Equivalent		Each	2	\$ 95.00	\$ 190.00
FRAC - Fracture Percentage		Each	2	\$ 65.00	\$ 130.00
EXT- Extraction Gradation		Each	1	\$ 65.00	\$ 65.00
RICE - Rice Density		Each	1	\$ 95.00	\$ 95.00
CONC - Concrete Compression Test Cylinders - 4" x 8" - Sets of 5		Each	40	\$ 25.00	\$ 1,000.00
PRISM - Masonry Prism Compression Test		Each	3	\$ 100.00	\$ 300.00
Subtotal - Special & Construction Inspection:					\$ 2,665.00
Project Management & Consulting Services					
Item		Unit	Quantity	Rate	Total
PM - Project Manager		Hour	11	\$ 90.00	\$ 990.00
Subtotal - Project Management & Consulting Services:					\$ 990.00
Budget Estimate for Services - Total:					\$ 20,257.00

- Prices are subject to change if this agreement is not executed within 90 days from the date of the bid.
- All services will be provided on a time and materials basis. The total is an estimate and the actual construction cost will be based on the project schedule and sequencing. The estimate is not a guaranteed price. A four hour minimum charge applies to all work performed, billing is also based on a portal to portal basis. A premium rate of 1.5 times the regular rate will be charge for overtime and 2 times the regular charge for Sunday's and holidays.
- MTC will utilize the laboratory based closest to the project site. MTC offers additional services upon request which will be billed at our regular fee schedule. Acceptance of this proposal will constitute agreement to MTC standard general terms and conditions.
- Invoices are due and payable upon receipt. Any invoice not paid within ~~thirty (30)~~ 45 days of the date rendered may be assessed a finance charge of one-and-one-half (1½%) percent per month, for each month beyond ~~thirty (30)~~ 45 days past due. Invoices not paid within sixty (60) days of the date rendered may result in MTC stopping work until such invoices are paid in full. Invoices not paid within ninety (90) days of the date rendered may be referred to an independent company for collection. Client will be responsible for all expenses incurred by MTC for the collection of any unpaid invoice(s), including collection fees, actual attorneys' fees, and costs for legal counsel as stated in RCW 19.16.250.21. Furthermore, Client acknowledges that MTC may elect to withhold a Final Letter of Compliance for the project, and/or place a lien on any real property until all outstanding invoices and/or fees have been paid in full.
- In closing, our experienced inspection staff will ensure the highest level of quality is brought to your project. We believe that our local staff and vast experience on projects of similar size and scope make MTC the clear team member of choice for this project. We look forward to working with you.

Respectfully Submitted,

Deane Ramsdell
360.508.6336 24/7

Client Authorized Signature

Printed Name & Title

Date



Business of the City Council City of Gig Harbor, WA

Subject: Interim Zoning Controls Amending GHMC Related to ESSHB 1220 Emergency Shelter and Housing – Local Planning and Development.

Proposed Council Action: Adopt Ordinance 1466 at first reading.

Dept. Origin: Community Development

Prepared by: Katrina Knutson, AICP
Community Development Director

For Agenda of: Sept. 27, 2021

Exhibits:

A: Ordinance

B: ESSHB 1220

Initial & Date

Concurred by Mayor:

email 9/21

Approved by City Administrator:

AP 9/20/21

Approved as to form by City Atty: Email 9/20/21

Approved by Finance Director:

NA

Approved by Department Head

9/20/2021

(CNK)

Expenditure		Amount		Appropriation	
Required	0	Budgeted	0	Required	0

INFORMATION / BACKGROUND

Earlier this year, the state legislature enacted Engrossed Second Substitute House Bill (ESSHB) 1220 (Exhibit B), which was signed by the Governor on May 12, 2021. The bill was passed, in part, to address the growing homeless crisis currently facing Washington State.

Within the bill are requirements for all jurisdictions planning under the Growth Management Act (GMA) to amend their Comprehensive Plans and development regulations pertaining to transitional housing, permanent supportive housing and emergency shelters. The requirements of the bill and City required actions are briefly described below:

ESSHB 1120 includes the following sections:

Section 1:

The bill amended the Growth Management Act (36.70A) by updating the housing goal definition. The language no longer “encourages” affordable housing but requires jurisdictions to plan for an accommodate affordable housing.

-City policy actions pertaining to this change can be addressed through the 2024 Comprehensive Plan Update.

Section 2:

The bill amended the Growth Management Act (36.70A.070) to require jurisdictions to inventory, analyze, plan for and accommodate dwelling units for moderate, low, very low, and extremely low-income households. The bill also requires jurisdictions to inventory, analyze, plan for and accommodate emergency housing, emergency shelters, and permanent supportive housing.

- City policy actions pertaining to this change can be addressed through the 2024 Comprehensive Plan Update.

Section 3:

This section preempts local authority to prohibit certain shelters and housing types. The bill added a new Section to chapter 35A.21 stating, "A code City shall not prohibit transitional housing or permanent supportive housing in any zones in which residential dwelling units or hotels are allowed. A code City shall not prohibit indoor emergency shelters and indoor emergency housing in any zones which hotels are allowed." These requirements are effective as of September 30, 2021 and requires City action. The bill allows jurisdictions to place reasonable occupancy, spacing and intensity use requirements upon these uses, which are proposed in the ordinance (Exhibit A).

- The City is required to implement this law either by amending its Zoning Code which allows for processing through the standard private development process. If no interim regulations are adopted, the uses will be considered "permitted" uses by state law and staff will process without the benefit of conditions applied through the proposed ordinance.

Section 4:

This section is redundant to section 3 for non-code cities.

Section 5:

The bill amended the Growth Management Act (36.70A.390 – Moratoria, interim zoning controls), to prohibit jurisdictions from utilizing moratoria or interim zoning controls to prohibit building permit applications for the construction of transitional housing or permanent supportive housing as required by this bill.

- The City may utilize interim zoning controls to implement these regulations but may not use moratoria or interim zoning controls to prohibit the implementation of this bill.

Section 6:

This section adds definitions of "emergency housing", "emergency shelter" and "moderate income household".

- The City could choose to incorporate these definitions into its zoning code.

Discussion

Staff has provided Interim Ordinance 1466 that amends the use tables within Chapter 17.14 to be consistent with the bill. Consistent with ESSHB 1220, the interim regulations conditionally allow permanent supportive housing and transitional housing in all zones except PI, ED, WR, WM and WC. Consistent with ESSHB 1220, the interim regulations conditionally allow emergency shelters and emergency housing in the RB-2, DB, B2, C1 and PCD-C zones. Additionally, the interim regulations add Sections 17.55 and 17.57 placing conditions on siting

transitional housing, permanent supportive housing, emergency shelters and emergency housing.

Consistent with RCW 36.70A.390, the interim regulations will be in place for a period of 6-months. During the effective period of the interim regulations, state law requires a public hearing be held within 60-days of adoption to consider public testimony. Staff proposes to include review of this interim ordinance in the 2022 Planning Commission Work Plan. In the 2024 update to the City's Comprehensive Plan, staff will include amended goals in ESSHB 1220 within the Housing Element.

FISCAL CONSIDERATION

There is no financial impact to the 2021 City budget. Long-term impacts are unknown.

BOARD OR COMMITTEE RECOMMENDATION

ESSHB was presented to the Planning Committee on September 7, 2021. No recommendation was provided.

RECOMMENDATION / MOTION

Adopt Ordinance 1466 at first reading.

ORDINANCE NO. 1466

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ADOPTING INTERIM ZONING CONTROLS PERTAINING TO PERMANENT SUPPORTIVE HOUSING AND TRANSITIONAL HOUSING FOR A PERIOD OF SIX MONTHS IN RESPONSE TO ESSHB 1220, PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, under the authority of RCW 35A.63.220 and RCW 36.70A.390, the City may impose interim regulations to be effective for a period of up to six months, and for six-month intervals thereafter; and

WHEREAS, earlier this year, the state legislature enacted Engrossed Second Substitute House Bill (ESSHB) 1220 signed by Governor Inslee on May 12, 2021, became Chapter 254 Laws of 2021, took effect on July 25, 2021, with regulations required by September 30, 2021; and

WHEREAS, Section 3 of ESSHB 1220 mandates that a city shall not prohibit transitional housing or permanent supportive housing in any zones in which residential dwelling units or hotels are allowed and shall not prohibit indoor emergency shelters and indoor emergency housing in any zones in which hotels are allowed; and

WHEREAS, ESSHB 1220 was passed, in part, to address the growing homeless crisis currently facing Washington State; and

WHEREAS, the City of Gig Harbor has no regulations related to the development and operation of transitional housing, permanent supportive housing, emergency housing or emergency shelters needed to protect the community and residents of these units; and

WHEREAS, the City has not had sufficient time to evaluate the needs of transitional housing or permanent supportive housing and develop regulations between the time ESSHB 1220 was signed by the Governor and became law and the effective date; and

WHEREAS, in response to ESSHB 1220, the Gig Harbor City Council would like to make certain changes to its development regulations on an interim basis to provide City staff and the Planning Commission time to make recommendations to the City Council with respect to permanent regulations for transitional and supportive housing;

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

Section 1. Gig Harbor Municipal Code Section 17.14.020 “Land use matrix” is hereby amended as shown in Exhibit A.

Section 2. A new Chapter 17.55 “Permanent Supportive Housing and Transitional Housing” is hereby added to the Gig Harbor Municipal Code as follows:

Chapter 17.57 Permanent Supportive Housing and Transitional Housing

17.57.010 Regulations for Permanent Supportive Housing and Transitional Housing.

- A. The maximum allowed number of dwelling units on any property shall not exceed the number of dwelling units that would be allowed under the zoning classification adopted for the property.
- B. The maximum occupancy load of a permanent supportive housing unit and transitional housing unit shall not exceed one person for every 200 square feet of habitable space as established in Table 1004.5 of the 2018 International Building Code.
- C. The maximum occupancy of a bedroom within a permanent supportive housing unit or transitional housing unit shall be minimum of 70 square feet per person. In determining is this occupancy limit, rounding to the nearest whole number shall not be allowed.
- D. All bedrooms within a permanent supportive housing unit or transitional housing unit shall comply with the criteria established in the International Residential Code.
- E. No permanent supportive housing or transitional housing unit may be located within half a mile of another property that contains permanent supportive housing or transitional housing. Compliance with this standard will be based on the date of complete application.
- F. All operators of permanent supportive housing or transitional housing shall utilize the Pierce County Homeless Information Management System.
- G. For the purposes of this chapter, definition for permanent supportive housing shall be consistent with RCW 36.70A.030 and the definition for transitional housing shall be consistent with WAC 458-16-320(e).

Section 3. A new Chapter 17.55 “Emergency Shelters and Emergency Housing” is hereby added to the Gig Harbor Municipal Code as follows:

Chapter 17.55 Emergency Shelters and Emergency Housing

17.55.010 Regulations for Emergency Shelters and Emergency Housing.

- A. The occupancy of an emergency shelter or emergency housing shall be limited to no more than 10 families or forty people, whichever is fewer.
- B. No more than one continuously operating emergency shelter and no more than one continuously operating emergency housing facility shall be in operation at the same time in city limits.

- C. No emergency shelter or emergency housing facility may be located within a half mile of another emergency shelter or emergency housing facility.
- D. No emergency housing facility or emergency shelter shall be located within a half mile of permanent supportive housing or transitional housing units.
- E. For the purposes of this section, the definition of emergency shelter shall be, "A facility that provides a temporary shelter for individuals or families who are currently homeless. Emergency shelter may not require occupants to enter into a lease or an occupancy agreement. Emergency shelter facilities may include day and warming centers that do not provide overnight accommodations."
- F. For the purposes of this section, the definition of emergency housing shall be, "Temporary indoor accommodations for individuals or families who are homeless or at imminent risk of becoming homeless that is intended to address the basic health, food, clothing, and personal hygiene needs of individuals or families. Emergency housing may or may not require occupants to enter into a lease or an occupancy agreement."
- G. All operators of emergency shelters or emergency housing shall utilize the Pierce County Homeless Information Management System.

Section 4. Hearing. In accordance with the requirements of state law, a public hearing on these interim regulations will be held within 60 days of adoption of interim regulations.

Section 5. Duration of Interim Zoning Control. The interim zoning control adopted herein shall be in effect for a period of 6 months, commencing on the effective date unless the City Council shall adopt appropriate permanent development regulations which replace this interim ordinance, or unless the same is extended as provided in RCW 35A.63.220 and RCW 36.70A.390, or unless terminated sooner by the Gig Harbor City Council.

Section 6. Transmittal to Department of Commerce. Pursuant to RCW 36.70A.106, this ordinance shall be transmitted to the Washington State Department of Commerce, as required by law.

Section 7. Severability. If any section, sentence, clause, or phrase of this ordinance shall 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 8. Correction of Errors. The City Clerk and codifiers of the ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 9. Effective Date. This ordinance shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

ADOPTED by the Council of the City of Gig Harbor at a regular meeting thereof,
held this 27th day of September, 2021.

Kit Kuhn
Mayor

Approved as to form:

Attest:

Daniel Kenny
City Attorney

Joshua Stecker
Interim City Clerk

PUBLICATION DATE: 9/30/21
EFFECTIVE DATE: 10/5/21

EXHIBIT A

17.14.020 Land use matrix.

Uses	PI	R-1	RLD	R-2	RMD	R-3	RB-1	RB-2	DB	B-1	B-2	C-1 ¹⁹	PCD-C	ED ¹⁸	WR	WM	WC	PCD-BP	PCD-NB	MUD ²⁴
Dwelling, single-family	-	P	P	P	P	C	P	P	P ³¹	P ¹⁴	C	C	P ¹⁴	-	P	P	P	-	P ¹⁴	P
Dwelling, duplex	-	-	-	P	P	P	-	P	P ³¹	P ¹⁴	C	C	P ¹⁴	-	P	P	P	-	P ¹⁴	P
Dwelling, triplex	-	-	-	C	P	P	-	P	P ³¹	P ¹⁴	C	C	P ¹⁴	-	-	C ¹⁷	P	-	P ¹⁴	P
Dwelling, fourplex	-	-	-	C	P	P	-	P	P ³¹	P ¹⁴	C	C	P ¹⁴	-	-	C ¹⁷	P	-	P ¹⁴	P
Dwelling, multiple-family	-	-	-	-	P	P ⁶	-	P	P ³¹	P ¹⁴	C	C	P ¹⁴	-	-	-	-	-	P ¹⁴	P
Accessory apartment ¹	-	C	P	-	P	-	C	C	P ³¹	P ¹⁴	C	C	P ¹⁴	-	-	-	P	-	P ¹⁴	P
Family day care provider	-	P	P	P	P	P	P	P	C	P	P	P	P	-	P	P	P	-	P	P
Home occupation ²	-	P	P	P	P	P	P	P	C	P	-	C	-	-	P	P	P	-	-	-
Adult family home	-	P	P	P	P	P	P	P	C	P	P	P	P	-	P	P	P	-	P	P
Living facility, independent	-	-	-	C	-	P	C	C	C	P	C	C	P	C ²¹	-	-	-	-	-	P
Living facility, assisted	-	-	-	C	-	P	C	C	C	P	-	C	P	C	-	-	-	-	-	P
Nursing facility, skilled	-	-	-	C	-	P	C	C	C	P	C	C	P	C	-	-	-	-	-	P
<u>Permanent Supportive Housing</u> ³²	-	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	-	-	-	-	<u>C</u>	<u>C</u>	<u>C</u>
<u>Transitional Housing</u> ³²	-	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	-	-	-	-	<u>C</u>	<u>C</u>	<u>C</u>
<u>Emergency Housing</u> ³³	-	-	-	-	-	-	-	<u>C</u>	<u>C</u>	-	<u>C</u>	<u>C</u>	<u>C</u>	-	-	-	<u>C</u>	<u>C</u>	-	<u>C</u>
<u>Emergency Shelter</u> ³³	-	-	-	-	-	-	-	<u>C</u>	<u>C</u>	-	<u>C</u>	<u>C</u>	<u>C</u>	-	-	-	<u>C</u>	<u>C</u>	-	<u>C</u>
Hospital	-	-	-	-	-	-	-	-	C	-	C	C	-	C	-	-	-	C	-	-
School, primary	P	C	P	C	P	C	C	C	C	P	C	C	P	-	-	-	-	P	-	-
School, secondary	P	C	P	C	P	C	C	C	C	P	C	C	P	-	-	-	-	P	-	-
School, higher educational	P	C	-	C	-	C	C	C	C	P	C	C	P	-	-	-	-	P	-	-

Uses	PI	R-1	RLD	R-2	RMD	R-3	RB-1	RB-2	DB	B-1	B-2	C-1 ¹⁹	PCD-C	ED ¹⁸	WR	WM	WC	PCD-BP	PCD-NB	MUD ²⁴
School, vocational/trade	P	C	-	C	-	C	C	C	C	P	C	C	P	P	-	-	-	P	-	-
Government administrative office	P	C	P	C	P	C	C	P	P	P	P	P	P	P	C	P	P	P	P	P
Public/private services	P	C	-	C	-	C	C	C	C	P	C	C	P	C	C	C	C	P	P	P
Religious worship, house of	-	C	P ⁵	C	P ⁵	C	C	C	C	P	C	C	P	C	-	-	-	C	-	P/C ¹⁵
Museum	P	-	-	-	-	-	-	-	-	-	C	C	P	-	C	C	P	-	-	-
Community recreation hall	P	-	P	C	P	C	C	C	C	P	C	C	P	-	-	-	C	P	P	-
Clubs	-	-	C	C	C	C	C	C	P	P	P	P	P	C	-	C ²⁰	P	P	C	-
Parks	P	P	P	P	P	P	P	P	P	P	C	C	P	-	P	P	P	P	P	P
Essential public facilities	C	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Utilities	P	C	P	C	P	C	C	C	C	P	C	C	P	C	C	C	C	P	P	P
Electric vehicle charging station ²⁵	P	P ²⁶	P ²⁶	P ²⁶	P ²⁶	P ²⁶	P ²⁶	P	P	P	P	P	P	P	P ²⁶	P ²⁶	P	P	P	P
Rapid charging station ²⁷	P	-	-	-	P ²⁸	P ²⁸	-	P ²⁸	P	P	P	P	P	P	-	-	P	P	P	P ²⁸
Battery exchange station	-	-	-	-	-	-	-	-	P	-	P	P	P	C	-	-	-	C	P	-
Cemetery	-	-	-	C	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Lodging, level 1	-	C	-	C	-	P	P	P	P	P	C	C	-	-	C	C	C	-	-	P
Lodging, level 2	-	-	-	-	-	-	-	C	P	-	P	P	P	-	-	-	C	-	-	P
Lodging, level 3	-	-	-	-	-	-	-	C	P	-	P	P	P	-	-	-	C	P	-	P
Personal services	-	-	-	-	-	-	P	P	P	P	P	P	P	P	-	P	P	P	P	P
Business services	-	-	-	-	-	-	P	P	P	P	P	P	P	P	-	P	P	P	P	P
Professional services	-	-	-	-	-	-	P	P	P	-	P	P	P	P	-	P	P	P	P	P
Ancillary services	P	-	-	-	-	-	P	P	P	P	P	P	P	P	-	P	P	P	P	P
Product services, level 1	-	-	-	-	-	-	P	P	P	P	P	P	P	P	-	P	P	P	P	P

Uses	PI	R-1	RLD	R-2	RMD	R-3	RB-1	RB-2	DB	B-1	B-2	C-1 ¹⁹	PCD-C	ED ¹⁸	WR	WM	WC	PCD-BP	PCD-NB	MUD ²⁴
Product services, level 2	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	-	-	-	P ¹⁶
Sales, level 1	-	-	-	-	-	-	C ^{7,8}	-	P	P	P	P	P	C ²²	-	-	P	C ²³	P ¹³	P
Sales, level 2	-	-	-	-	-	-	-	-	-	-	-	P	-	C ²²	-	-	-	-	-	-
Sales, level 3	-	-	-	-	-	-	-	-	-	-	-	P	-	C	-	-	-	-	-	-
Sales, ancillary	-	-	-	-	-	-	P	P	P	-	P	P	P	P	-	-	P	P	-	-
Commercial child care	-	-	C	-	C	-	C	C	C	-	-	P	-	C	-	-	-	C	-	-
Recreation, indoor commercial	-	-	-	-	-	-	C	C	P	-	P	P	P	C	-	-	-	C	-	P
Recreation, outdoor commercial	-	-	-	-	-	-	C	C	C	-	P ¹⁰	P	P	C	-	-	-	C	-	P
Entertainment, commercial	-	-	-	-	-	-	-	-	P	-	P	P	P	-	-	-	-	C	-	P
Automotive fuel-dispensing facility	-	-	-	-	-	-	-	-	P	-	P	P	P	C	-	-	-	C	P	-
Vehicle wash	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	-	-	-	-	-
Parking lot, commercial	-	-	-	-	-	C	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Animal clinic	-	-	-	-	-	-	-	-	P ⁹	-	P	P	-	P	-	-	-	P	-	P
Kennel	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-
Adult entertainment facility ³	-	-	-	-	-	-	-	-	-	-	P	P	-	-	-	-	-	-	-	-
Restaurant 1	-	-	-	-	-	-	C ⁸	P	P	P	P	P	P	P	-	C ¹²	P	P	P	P
Restaurant 2	-	-	-	-	-	-	-	-	P	-	P	P	P	C ²²	-	C ²⁹	P	C ²³	P	P
Restaurant 3	-	-	-	-	-	-	-	-	P	-	P	P	P	C ²²	-	C ²⁹	P	C ²³	P	P
Food truck ³⁰	-	-	-	-	-	-	-	P	P	-	P	P	P	P	-	-	P	P	P	P
Tavern	-	-	-	-	-	-	-	-	C	-	P	P	P	-	-	-	P	-	-	-
Drive-through facility	-	-	-	-	-	-	-	-	C	-	C	C	P	-	-	-	-	-	-	-
Marina	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	P	P	-	-	-
Marine sales and service	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	P	P	-	-	-
Marine boat sales, level 1	-	-	-	-	-	-	-	-	-	-	P	P	-	P	-	P	P	-	-	-

Uses	PI	R-1	RLD	R-2	RMD	R-3	RB-1	RB-2	DB	B-1	B-2	C-1 ¹⁹	PCD-C	ED ¹⁸	WR	WM	WC	PCD-BP	PCD-NB	MUD ²⁴
Marine boat sales, level 2	-	-	-	-	-	-	-	-	-	-	-	P	-	C ²²	-	P	P	-	-	-
Ministorage	-	-	-	-	-	-	-	C	-	-	C	C	P	C	-	-	-	-	-	P
Industrial, level 1	-	-	-	-	-	-	-	C	C	-	C	P	-	P	-	-	-	C	-	P
Industrial, level 2	-	-	-	-	-	-	-	-	-	-	-	P	-	P	-	-	-	-	-	-
Marine industrial	-	-	-	-	-	-	-	-	-	-	-	P	-	C	-	P ¹¹	C	-	-	-
Wireless communication facility ⁴	C	C	C	C	C	C	P	P	C	P	C	P	P	P	C	C	C	P	P	-
Accessory uses and structures	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P

¹ Accessory apartments requiring conditional use permits are subject to the criteria in GHMC [17.64.045](#).

² Home occupations are subject to Chapter 17.84 GHMC.

³ Adult entertainment facilities are subject to Chapter 17.58 GHMC.

⁴ Wireless communication facilities are subject to Chapter 17.61 GHMC.

⁵ Houses of religious worship shall be limited to parcels not greater than five acres.

⁶ Multiple-family dwellings shall be limited to no more than eight attached dwellings per structure in the R-3 district.

⁷ Sales, level 1 uses shall be limited to food stores in the RB-1 district.

⁸ See GHMC 17.28.090(G) for specific performance standards of restaurant 1 and food store uses in the RB-1 zone.

⁹ Animal clinics shall have all activities conducted indoors in the DB district.

¹⁰ Drive-in theaters are not permitted in the B-2 district.

¹¹ Marine industrial uses in the WM district shall be limited to commercial fishing operations and boat construction shall not exceed one boat per calendar year.

¹² Coffeehouse-type restaurant 1 uses shall not exceed 1,000 square feet in total size in the WM district.

- 13 Sales, level 1 uses shall be limited to less than 7,500 square feet per business in the PCD-NB district.
- 14 Residential uses shall be located above a permitted business or commercial use.
- 15 Houses of religious worship on parcels not greater than 10 acres are permitted uses in the MUD district; houses of religious worship on parcels greater than 10 acres are conditionally permitted uses in the MUD district.
- 16 Auto repair and boat repair uses shall be conducted within an enclosed building or shall be in a location not visible from public right-of-way and adjacent properties.
- 17 Only one triplex dwelling or one fourplex dwelling is conditionally permitted per lot in the WM district.
- 18 Planned unit developments (PUDs) are conditionally permitted in the ED district.
- 19 Junkyards, auto wrecking yards and garbage dumps are not allowed in the C-1 district.
- 20 Clubs in the WM zone shall not serve alcoholic beverages and shall not operate a grill or deep-fat fryer.
- 21 Independent living facilities are conditionally allowed in the ED zone only when in combination with assisted living facilities, skilled nursing facilities or hospitals in the same site plan or binding site plan.
- 22 See GHMC 17.45.040 for specific performance standards of sales and restaurant uses in the ED zone.
- 23 See GHMC 17.54.030 for specific performance standards of sales and restaurant uses in the PCD-BP zone.
- 24 Permitted and conditional uses in the MUD district overlay are subject to the minimum parcel size and location requirements contained in GHMC 17.91.040(A).
- 25 Level 1 and Level 2 charging only.
- 26 Electric vehicle charging stations, Level 1 and Level 2 only, are allowed only as accessory to a principal outright permitted or principal permitted conditional use.
- 27 The term "rapid" is used interchangeably with Level 3 and "fast charging."

- 28 Only “electric vehicle charging stations – restricted” as defined in Chapter 17.73 GHMC.
- 29 Only those properties lying adjacent to or southeast of Dorotich Street are allowed to request a conditional use permit for a restaurant 2 or restaurant 3 use. In other areas of WM zone, restaurant 2 and restaurant 3 uses are prohibited. See Chapter 17.48 GHMC for specific performance standards for restaurant uses in the WM zone.
- 30 Food truck permits shall be processed with a special use permit, per Chapter 17.65 GHMC.
- 31 Permitted above and below street-level nonresidential uses.
- 32 Permanent supportive housing and transitional housing shall comply with the standards of GHMC 17.55.
- 33 Emergency shelters and emergency housing shall comply with the standards of GHMC 17.57.

Ordinance 1466 - Interim Zoning Controls

RELATED TO ESSHB 1220 EMERGENCY SHELTER AND HOUSING



Background:



- State Legislature enacted Engrossed Second Substitute House Bill (ESSHB 1220), signed by Governor on May 12, 2021.
 - § Regarding: Transitional Housing, Permanent Supportive Housing and Emergency Shelters.
 - § Address the growing affordable housing and homelessness crisis.
- Bill requires all jurisdictions undertake immediate and long-term amendments to development regulations and Comprehensive Plans.

Overview of Requirements: Sections

Section 1:

The bill amended the Growth Management Act (36.70A) by updating the housing goal definition. The language no longer “encourages” affordable housing but requires jurisdictions to plan for and accommodate affordable housing.

- City policy actions pertaining to this change can be addressed through the 2024 Comprehensive Plan Update.

Section 2:

The bill amended the Growth Management Act (36.70A.070) to require jurisdictions to inventory, analyze, plan for and accommodate dwelling units for moderate, low, very low, and extremely low-income households. The bill also requires jurisdictions to inventory, analyze, plan for and accommodate emergency housing, emergency shelters, and permanent supportive housing.

- City policy actions pertaining to this change can be addressed through the 2024 Comprehensive Plan Update.

Overview of Requirements: Sections Cont.

Section 3:

This section preempts local authority to prohibit certain shelters and housing types. The bill added a new Section to chapter 35A.21 stating, *“A code City shall not prohibit transitional housing or permanent supportive housing in any zones in which residential dwelling units or hotels are allowed. A code City shall not prohibit indoor emergency shelters and indoor emergency housing in any zones which hotels are allowed.”*

- These requirements are effective as of September 30, 2021 and require City action.
- The bill allows jurisdictions to place reasonable occupancy, spacing and intensity use requirements upon these uses, which are proposed in the ordinance (Exhibit A).



Overview of Requirements: Sections Cont.

Section 4:

This section is redundant to Section 3 for non-code cities.

Section 5:

The bill amended the Growth Management Act (36.70A.390 – Moratoria, interim zoning controls), to prohibit jurisdictions from utilizing moratoria or interim zoning controls to prohibit building permit applications for the construction of transitional housing or permanent supportive housing as required by this bill.

- The City may utilize interim zoning controls to implement these regulations but may not use moratoria or interim zoning controls to prohibit the implementation of this bill.

Section 6:

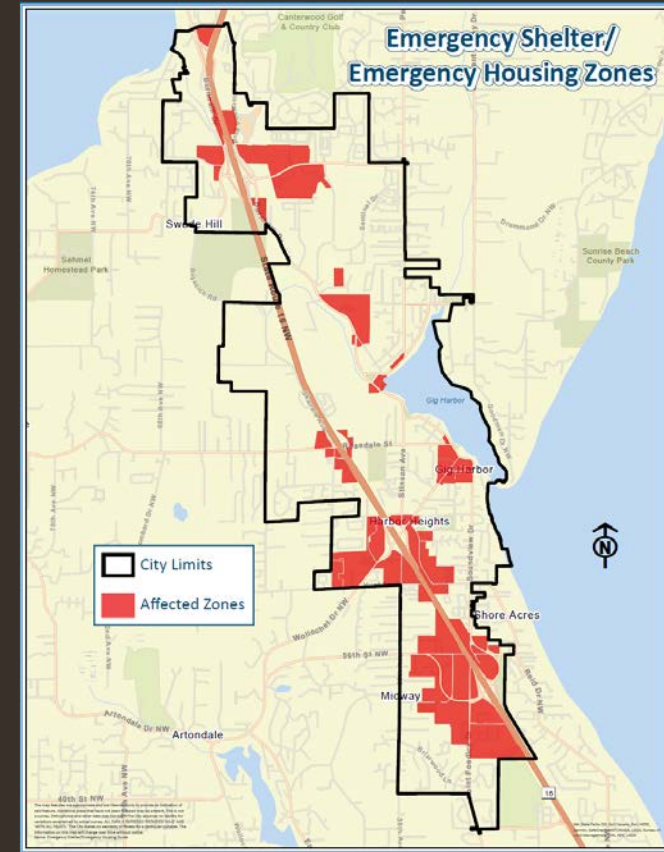
This section adds definitions of “emergency housing”, “emergency shelter” and “moderate income household”.



Interim Zoning Regulations: Specifics

- Transitional Housing and Permanent Supportive Housing
 - Conditionally Allowed in all Zones **except** PI, ED, WR, WM and WC.
 - Chapter 17.55 Added with Specific Conditions
- Emergency Shelters and Emergency Housing
 - Conditionally Allowed only in the Following Zones: RB-2, DB, B2, C1 and PCD-C.
 - Chapter 17.57 Added with Specific Conditions





What areas do the interim regulations affect?



What will the City do within the 6-month Interim?

- **Mandatory Public Hearing within 60-Days on Interim Zoning Controls**
 - October 11, 2021
- **Planning Commission consideration, public hearing and recommendation.**

Questions?

Katrina Knutson, AICP

Community Development Director

kknutson@gigharborwa.gov



Business of the City Council City of Gig Harbor, WA

Subject: First Reading of Ordinance No. 1467 – Imposing a Six-Month Moratorium Upon the Receipt of New Lodging Level 1 and Short Term Rental Applications

Proposed Council Action: Consider Ordinance No. 1467 and adopt at First Reading.

Dept. Origin: Community Development

Prepared by: Carl de Simas, Principal Planner

For Agenda of: September 27, 2021

Exhibit: Draft Ordinance

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Initial &
Date

Amal 9/21

AK 9/21/21

9/21/21

NA

9/21/21

(KID)

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

On September 7, 2021, the City Council Planning and Building Committee passed a motion directing staff to draft an ordinance to enact a moratorium on the acceptance of new 'Lodging, level 1' applications and place the item on City Council's September 27, 2021 regular meeting agenda.

The issue stems from City Councilmember's concerns regarding the rise in short term rental activity within the City and the community's awareness that the use has been established without proper permitting in most cases. The City does not currently have a definition for short term rentals, nor zoning regulations pertaining to them directly. In answer to their rise in popularity, the Community Development Department has included them under the definition and land use designation of 'Lodging, level 1.'

GHMC 17.04.444 Lodging, level 1.

"Lodging, level 1" means a single-family residence which provides overnight lodging for guests, and may provide meals for overnight guests, not to exceed five guest rooms.

A short-term rental, or short-term vacation rental, is typically a dwelling unit, whereby the owner/operator does not reside on the premises, rather they rent the property, on the whole, for a period not to exceed 30-days. Note the following definition provided under Chapter 64.37 RCW:

(9)(a) "Short-term rental" means a lodging use, that is not a hotel or motel or bed and breakfast, in which a dwelling unit, or portion thereof, that is offered or provided to a guest by a short-term rental

operator for a fee for fewer than thirty consecutive nights.

(b) "Short-term rental" does not include any of the following:

(i) A dwelling unit that is occupied by the owner for at least six months during the calendar year and in which fewer than three rooms are rented at any time;

(ii) A dwelling unit, or portion thereof, that is used by the same person for thirty or more consecutive nights; or

(iii) A dwelling unit, or portion thereof, that is operated by an organization or government entity that is registered as a charitable organization with the secretary of state, state of Washington, or is classified by the federal internal revenue service as a public charity or a private foundation, and provides temporary housing to individuals who are being treated for trauma, injury, or disease, or their family members.

As the City is uncertain of the number of unpermitted short-term rentals operating within the City limits, and the extent of the impacts from those upon the community is unknown, adoption of a six-month moratorium could be appropriate to consider public testimony and analyze the topic. The resulting moratorium on new short term rental applications, including all Lodging, level 1 uses, will give the City time to answer questions, such as, but not limited to, the following:

- Should short term rentals be compliant with life/safety standards commonly applied to other types of lodging establishments?
- What mitigating zoning regulations should be applied to short term rentals for traffic, parking, noise and other impacts on the surrounding neighborhood?
- What is the fiscal impact to the City regarding collecting lodging and sales taxes on short term rental stays?

FISCAL CONSIDERATION

N/A

BOARD OR COMMITTEE RECOMMENDATION

The Planning and Building Committee recommends a moratorium on the acceptance of new applications for Lodging, level 1 uses until the full extent of the issue is understood and the City has determined whether new zoning regulations are needed to mitigate for impacts created by such a use.

RECOMMENDATION/MOTION

Consider Ordinance No. 1467 and adopt at First Reading.

ORDINANCE NO. 1467

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, IMPOSING A SIX MONTH MORATORIUM UPON THE RECEIPT OF NEW LODGING, LEVEL 1 AND SHORT TERM RENTAL APPLICATIONS, PROVIDING FOR SEVERABILITY; DECLARING A PUBLIC EMERGENCY; AND ESTABLISHING AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, under the authority of RCW 35.A.63.220 and RCW 36.70A.390, the City may impose interim regulations to be effective for a period of up to six months, and for six-month intervals thereafter; and

WHEREAS, in 2006, the City of Gig Harbor City Council passed Ordinance No. 1046, redefining the definitions for the following lodging uses: boardinghouse, bed and breakfast, hotel/motel and motel/hotel, into lodging levels 1, 2 and 3 categories, with lodging level 1 being the least intense, and add definitions for these categories; and

WHEREAS, short term vacation rentals have become a popular form of lodging in recent years creating increased demand for the use within traditionally single-family neighborhoods; and

WHEREAS, the City's zoning code doesn't directly address short term rentals as a land use, nor provide for any direct regulations; and

WHEREAS, the City of Gig Harbor Community Development Department has found short term vacation rentals to be most consistent with the definition for Lodging, level 1, GHMC 17.04.444; and

WHEREAS, the zoning code allows for Lodging, level 1 as a conditional use in the following zones: R-1, R-2, B-2, C-1, WR, WM, WC; and

WHEREAS, the zoning code allows for Lodging, level 1 as a permitted use in the following zones: R-3, RB-1, RB-2, DB, B-1; and

WHEREAS, market demand has produced an increase in the number of short term vacation rentals offered throughout the City; and

WHEREAS, the City has processed very few permits for short term rentals relative to the number thought to be operating within the City; and

WHEREAS, the City has not had sufficient time to fully evaluate the number of existing short term rentals, the effects they could have on the community, and any necessary mitigating zoning controls; and

WHEREAS, the City of Gig Harbor Planning and Building Committee of the City Council took up the issue at its regularly scheduled meeting of September 7, 2021, voting to move it on to the full City Council for consideration; and

WHEREAS, the Planning and Building Committee of the City Council, at its regularly scheduled meeting of September 7, 2021, directed staff to draft interim zoning controls for short term rentals and place on the next City Council regular meeting agenda; and

WHEREAS, the City Council would like to immediately cease acceptance of permits for Lodging Level 1 on an interim basis to provide City staff and the Planning Commission time to make recommendations to the City Council with respect to short term vacation rentals. The immediate nature of this ordinance is necessary in order to preserve the status quo and to prevent applicants from potentially vesting rights inconsistent with the City's future regulatory framework to be considered and adopted during the period of this moratorium and to ensure the protection of the community's health, safety and well-being while the topic is analyzed and researched further;

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

Section 1. The City hereby imposes a moratorium upon the receipt and processing of new applications for Lodging, level 1 uses.

Section 2. Hearing. The City Clerk is hereby authorized and directed to schedule a public hearing on the moratorium to be held within 60 days of adoption of this ordinance, and to provide notice of said hearing in accordance with applicable standards and procedures. Pursuant to RCW 35A.63.220 and RCW 36.70A.390, the City Council shall adopt legislative findings in support of this ordinance and/or otherwise modify the provisions of the moratorium after said hearing.

Section 3. Severability. If any section, sentence, clause, or phrase of this ordinance shall 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 4. Declaration of Emergency; Immediate Effective Date; Sunset. The findings and conclusions above are adopted by the City Council in support of the designation of this ordinance as a public emergency ordinance necessary for the protection of the public health, public safety, public property and public welfare. This ordinance shall take effect immediately upon adoption by the Council, by a vote of a majority of the Council plus one, and shall remain effective for six months unless terminated earlier or extended by the City Council.

Section 5. Correction of Errors. The City Clerk and codifiers of the ordinance are authorized to make necessary corrections to this ordinance including, but not limited

to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

ADOPTED by the Council of the City of Gig Harbor at a regular meeting thereof, held this 27th day of September, 2021.

Kit Kuhn
Mayor

Approved as to form:

Attest:

Daniel Kenny
City Attorney

Joshua Stecker
Interim City Clerk

PUBLICATION DATE: 9/30/21
EFFECTIVE DATE: 9/27/21