AMENDED AGENDA
GIG HARBOR CITY COUNCIL MEETING
Monday, March 28, 2022 – 5:30 p.m.
Council Chambers

This may also be accessed through Zoom at https://zoom.us/j/93216056382 or by calling (253) 215-8782 and entering Meeting ID 932 1605 6382. Please see the 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 Study Session Minutes - March 10 ,2022.pdf
   City Council Meeting Minutes - March 14, 2022.pdf
   City Council Study Session Minutes - March 17 ,2022.pdf

2. **Acceptance of Bid – Replacement Patrol Car**

   Documents:

   AGENDA BILL Patrol Car Replacement.pdf

3. **Resolution 1236 Declaring an Emergency for Borgen Blvd. Pavement Repair**

   Documents:

   AGENDA BILL Resolution 1236.pdf

4. **City Administrator Employment Agreement**

   Documents:

   AGENDA BILL City Administrator Employment Agreement.pdf

5. **Approval of Agreement with Gig Harbor Downtown Waterfront Alliance**

   Documents:

   AGENDA BILL DWFA Agreement.pdf

6. **Approval of Vouchers**

   Check numbers 97480 through 97582 and ACH payments in the amount of $640,304.20.

EXECUTIVE SESSION

To discuss potential litigation per RCW 42.30.110(i).

PRESENTATIONS

1. **Parks Appreciation Day Proclamation**

   Documents:

   2022 PAD Proclamation.pdf

2. **Gig Harbor Fire Community Update 2022 Presentation**

   Documents:

   Gig Harbor Fire Community Update 2022 Presentation.pdf

3. **Tacoma-Pierce County Solid and Hazardous Waste Management Plan (SHWMP): 2021-2040**

   Documents:

   Solid and Hazardous Waste Management Plan Presentation.pdf

MAYOR'S REPORT

CITY ADMINISTRATOR'S REPORT

PUBLIC COMMENT ON NON-AGENDA ITEMS

NEW BUSINESS

1. **Professional Services Contract for Gig Harbor Sports Complex Phase 1B Design, Permitting, and Bid Support**

   Suggested motion: Move to authorize the Mayor to execute a Professional Services Contract with BCRA in an amount not to exceed $ 599,451

   a) Report: Public Works Director Jeff Langhelm

   b) Clarifying questions from Council

   c) Public comment

   d) Council deliberation and action

   Documents:

   AGENDA BILL Sports Complex Phase 1B.pdf

2. **Public Hearing: First Reading and Adoption of Ordinance 1483 Renewing Interim Zoning Controls Related to Transitional Housing, Permanent Supportive Housing,**

Emergency Shelters and Emergency Housing

Suggested motion: Move to approve Ordinance 1483

a) Report: Community Development Director Katrina Knutson

b) Clarifying questions from Council

c) Public Hearing

d) Council deliberation and action

Documents:

AGENDA BILL Ordinance 1483.pdf

3. **Public Hearing: First Reading and Adoption of Ordinance 1484 Renewing the Moratorium on Acceptance of New Lodging, Level 1 Applications**

Suggested motion: Move to approve Ordinance 1484

a) Report: Community Development Director Katrina Knutson

b) Clarifying questions from Council

c) Public comment

d) Council deliberation and action

Documents:

AGENDA BILL Ordinance 1484.pdf
Ordinance 1484 Public Hearing Written Coments.pdf

4. **Ordinance 1485 Adopting a Biennial Budget Process**

Suggested Motion: None. Ordinance 1485 will be considered at second reading on April 11.

a) Report: Finance Director Dave Rodenbach

b) Clarifying questions from Council

c) Public comment

d) Council deliberation and action

Documents:

AGENDA BILL Ordinance 1485.pdf

5. **Resolution 1237 Adopting the 2022-23 Strategic Plan**

Suggested motion: Move to approve Resolution 1237

a) Report: Interim City Administrator Tony Piasecki

b) Clarifying questions from Council

c) Public comment

d) Council deliberation and action

Documents:

AGENDA BILL Resolution 1237.pdf

COUNCIL REPORTS / COMMENTS

ANNOUNCEMENT OF UPCOMING MEETINGS

Documents:

Agenda Planning Schedule.pdf

ADJOURN

PUBLIC COMMENT & DECORUM

The City Council desires to allow a maximum opportunity for public comment. However, the business of the City must proceed in an orderly, timely manner. The purpose of a Council meeting is to conduct the City's business; 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. In-person comments shall be made from the microphone, first giving the speaker's name and address. When there are 30 seconds remaining, a yellow light will alert you to summarize your comments. At the end of your comments, the light will turn red and you will hear a beep signifying the end of your comment period. Anyone making "out of order" comments may be subject to removal from the meeting.

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

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

There will be no demonstrations during or at the conclusion of any public comment. These guidelines are intended to promote an orderly system of holding a public meeting, to give every person an opportunity to be heard and to ensure that no individuals are embarrassed by voicing their opinions.

AMERICANS WITH DISABILITIES (ADA) ACCOMMODATIONS

ADA accommodations can be provided upon request. Those requiring special accommodations should contact the City Clerk at cityclerk@gigharborwa.gov or (253) 853-7613 at least 24 hours prior to the meeting.

MINUTES FOR GIG HARBOR CITY COUNCIL STUDY SESSION
Thursday, March 10, 2022 – 2:00 p.m.
Virtual Meeting

CALL TO ORDER / ROLL CALL: Mayor Markley called the meeting to order at 2:00 p.m. Councilmembers Barber, Denson, Henderson, Lykins, Rodenberg, Storset and Woock were present.

DISCUSSION ITEMS:

1. **Urban Growth Area (UGA) Analysis –** Community Development Director Katrina Knutson and Andrew Bjorn of BERK Consulting provided Council with a draft of the Urban Growth Area Assessment and Guidelines. Council will continue discussion of the draft analysis at a future study session.

2. **2021 Annual Impact Fee Report –** Public Works Director Jeff Langhelm presented a summary of transportation, park and school impact fees collected in 2021.

3. **In-Person Council Meetings** – City Clerk Josh Stecker outlined a plan to start conducting regular City Council meetings in person starting on March 28.

4. **Council Guidelines Update** – City Clerk Josh Stecker worked with Council to get directions on changes to the City Council Guidelines. Council provided direction to permanently dissolve the standing committees and revise their guidelines to include rules for advisory boards, adopt communication policies, develop a proclamation policy and other changes.

Councilmembers Woock, Rodenberg, and Henderson were appointed to vacancies on the Board & Commission Candidate Review Committee.

ADJOURN: The meeting adjourned at 5:06 p.m.

Joshua Stecker, CMC
City Clerk

MINUTES FOR GIG HARBOR CITY COUNCIL MEETING
Monday, March 14, 2022 – 5:30 p.m.
Virtual Meeting

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

CONSENT AGENDA:

1. City Council Minutes: City Council Study Session Minutes - February 24, 2022; City Council Minutes - February 28, 2022; City Council Special Meeting Minutes - March 3, 2022; City Council Special Meeting Minutes - March 4, 2022
2. Receive & File: Planning Commission Minutes - February 17, 2022
3. Approval of Professional Services Contract: Skansie Netshed Repairs Design Services
4. Approval of Easement: Peninsula Light Co. at Sanitary Sewer Lift Station #12A
5. Approval of Vouchers: Check numbers 97376 through 97479 and ACH payments in the amount of $1,260,814.32.
6. Approval of Payroll: Checks #8341 through #8347 and direct deposit transactions in the total amount of $489,668.83.

MOTION: Move to approve the Consent Agenda (Barber/Rodenberg).
VOTE: Unanimously approved.

PRESENTATION: Councilmember Denson gave a presentation on the mission and function of the Gig Harbor Land Conservation Fund.

MAYOR'S REPORT: Mayor Markley reported that Linda Kelly had been selected as the next City Administrator.

CITY ADMINISTRATOR'S REPORT: Interim City Administrator asked Council for direction to prepare an agreement with the Harbor History Museum for the Maritime Gallery Project. Council supported preparing a 3-year agreement

PUBLIC COMMENT ON NON-AGENDA ITEMS: Thomas Wick commented on the process for fulfilling public records requests. Kit Kuhn commented on ITS surplus policies.

NEW BUSINESS:

1. **Resolution 1235 Expressing Solidarity with the Ukrainian People** – City Clerk Josh Stecker introduced the resolution which was prepared by Councilmember Barber.

MOTION: Move to approve Resolution 1235 (Woock/Barber).
VOTE: Unanimously approved.

2. **Harborview-Stinson Intersection Improvements – Change Order #3 –** Public Works Director Jeff Langhelm introduced the change order and noted that the purpose is to provide incentive for the contractor to complete the project more quickly.

   MOTION: Move to approve and authorize the Mayor to execute Change Order #3 in the not-to-exceed amount of $75,000, to be used to incentivize acceleration of completion of the roundabout (Henderson/Woock).
   VOTE: Unanimously approved.

COUNCIL REPORTS / COMMENTS:

- Councilmember Woock asked Council to consider seeking RFPs for a city-wide radiation baseline study. Staff received direction from Council to collect RFQs from contractors to conduct a radiation baseline study.
- Councilmember Barber reported on touring the Tacoma Narrows Airport.
- Councilmember Henderson showed a video from the most recent WSPER meeting.

ADJOURN: The meeting adjourned at 6:59 p.m.

Joshua Stecker, CMC
City Clerk

MINUTES FOR GIG HARBOR CITY COUNCIL STUDY SESSION
Thursday, March 17, 2022 – 2:00 p.m.
Virtual Meeting

CALL TO ORDER / ROLL CALL: Mayor Markley called the meeting to order at 2:00 p.m. Councilmembers Barber, Denson, Henderson, Lykins, Rodenberg, Storset and Woock were present.

DISCUSSION ITEMS:

1. **2022-23 Strategic Plan –** Interim City Administrator Tony Piasecki worked with Council on refining their goals and actions for the Strategic Plan. Council provided staff direction and the Strategic Plan will be updated and brought to Council for approval by resolution at a future meeting.

2. **Plaque Policy –** Council discussed their desire for a consistent policy for installing plaques on City projects and parks. Direction was provided prepare a high-level policy for Council's approval at a future meeting.

3. **2022 Active CIP Schedule Update** – Public Works Director Jeff Langhelm reviewed the status of capital improvement projects underway in 2022.

ADJOURN: The meeting adjourned at 4:37 p.m.

Joshua Stecker, CMC
City Clerk

City of Gig Harbor
City Council Meeting Agenda Bill

Meeting Date: March 28, 2022

SUBJECT: Acceptance of Bid – Replacement Patrol Car

PURPOSE & RECOMMENDATION: The purpose of this agenda bill is to authorize the purchase of a 2022 Ford Utility Police Patrol Vehicle to replace one that was declared a total loss when damaged during a pursuit of a stolen vehicle/impaired driver.

SUGGESTED MOTION: Move to approve purchase of 2022 Ford Utility Police Patrol Vehicle from Peoria Ford.

SUBMITTED BY: Kelly Busey
DEPARTMENT: Police **PHONE:** (253) 853-2422

BACKGROUND INFORMATION: On February 13, 2022, an impaired driver in a stolen van led GHPD officers on a pursuit. To stop the vehicle and apprehend the suspects, an officer employed a Pursuit Intervention Technique (PIT) maneuver on the van. The van swept into the side of the patrol car and caused damage to the patrol car that outweighed its value. It was ultimately declared a total loss. Fair market value ($16,163) for the 2016 patrol car was authorized by the city's risk management pool, plus costs associated with future reinstallation of police equipment and towing fees. AWC in turn will seek restitution from the arrested driver.

DISCUSSION: Purchasing a replacement vehicle via the state contract (our normal purchasing process) is a lengthy process. Current delivery times exceed eight months. An alternate method of municipal purchasing requires a formal bid process. This process was opened for a one-week period which closed on March 11, 2022. There was one responsive bidder (Peoria Ford) who already has the vehicle en route to our normal vehicle upfitting vendor location. Intent to bid received prior to bid close, actual documents received March 14, 2022.

FISCAL CONSIDERATION:

Expenditure Required:	Amount Budgeted:	Appropriation Required:
$ 40,295.00	$ 0.00	$ 40,295.00

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: N/A

ATTACHMENTS: Peoria Ford Quote

REVIEWED BY:

- ☒ Mayor
- ☒ City Administrator
- ☐ City Attorney
- ☒ Finance Director
- ☒ Department Head

PFVT MOTORS, INC.

CONTRACT NUMBER: ***ADSPO17-166117***
QUOTE DATE: **3/11/2022**

CUSTOMER: **GIG HARBOR PD**
CONTACT: **CHIEF KELLY BUSEY**
E-MAIL: KBusey@gigharborwa.gov

SANDRA GONZALEZ
9130 West Bell Road
Peoria, Arizona 85382
Direct: 480-696-5930
Cell: 505-850-5504
Fax: 480-393-5536
Email: sgonzalez@peoriaford.com

REFERENCE: **S002 - ON ORDER**

LEAD TIME: **TBD**

LINE ITEM	ORDER CODE	DESCRIPTION	PRICE
1	K8A	2022 FORD POLICE INTERCEPTOR UTILITY - 3.3L HYBRID	$ 36,925.00
2	86T	TAIL LAMP HOUSING	$ 55.00
3	63B	SIDE MARKER LED	$ 280.00
4	60A	PREWIRE FOR GRILL LIGHTS AND SIREN	$ 50.00
5	60R	NOISE SUPPRESSION BONDS	$ 95.00
6	17T	CARGO LAMP RED/WHITE	$ 50.00
7	43D	DARK CAR FEATURE	$ 20.00
8	47A	ENGINE IDLE FEATURE	$ 255.00
9	52P	HIDDEN DOOR LOCK/REAR INOPER	$ 155.00
10	76R	REVERSE SENSING SYSTEM	$ 270.00
11	68B	POLICE PERIMETER ALERT	$ 660.00
12	76P	PRE-COLLISION ASSIST	$ 140.00
13	55F	KEYLESS ENTRY	$ 330.00
14	85R	REAR CONSOLE PLATE	$ 40.00
15	51T	SPOTLAMP WHELEN DRIVER	$ 400.00
16	76D	UNDERBODY DEFLECTOR PLATE	$ 335.00
17	85S	REAR CENTER SEAT DELETE	$ -
18	52T	RECEIVER - CLASS IV	$ 75.00
19	19K	H8 AGM BATTERY UPGRADE	$ 105.00
20	61B	OBD SPLITTER	$ 50.00
		AGATE BLACK	
		TAXABLE TOTAL	$ 40,290.00
		SALES TAX	$ -
		WARRANTY COST	$ -
		TIRE TAX	$ 5.00
		FREIGHT	NO CHARGE
		TOTAL PER UNIT	$ 40,295.00
		QUANTITY OF UNITS	1
		PO TOTAL	**$ 40,295.00**

THANK YOU FOR YOUR BUSINESS!

City of Gig Harbor
City Council Meeting Agenda Bill
Meeting Date: March 28, 2022

SUBJECT: Resolution 1236 – Declaring an Emergency for Borgen Blvd. Pavement Repair

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PURPOSE & RECOMMENDATION: The purpose of this agenda bill is to approve Resolution 1236 declaring the existence of an emergency necessitating the waiver of competitive bidding requirements to address the Borgen Blvd. Emergency Pavement Repair.

SUGGESTED MOTION: Move to approve Resolution 1236.

SUBMITTED BY: Trent A. Ward, P.E., City Engineer
DEPARTMENT: Public Works **PHONE:** 253-853-7637

BACKGROUND INFORMATION: Beginning January 12, 2022, the City Public Works Operations Division crew has been attempting to repair a failing section of pavement on westbound Borgen Blvd. just east of Olympus Way. The heavy rains from the week of February 28 have exacerbated this condition to a point where significant subgrade failures have occurred, and temporary pavement patching is no longer a viable option. A permanent repair is needed immediately.

The City's Public Works Operations Division could complete this permanent repair. However, since this scope of work would best be completed in an immediate manner by a public works contractor specializing in roadway construction and repair, recommendation was made to the City Administrator to declare an emergency in accordance with Section 4.6 of Resolution 1066. By making this declaration, competitive bidding requirements are allowed to be waived, and City staff can immediately proceed with selection of a contractor from the MRSC Small Works Roster to complete this work.

As such, at the request of the Public Works Director, the City Administrator declared this situation an emergency on March 8, 2022.

The Public Works Engineering staff subsequently selected a qualified and available contractor to perform this work from the MRSC Small Works Roster on March 8, 2022, and the City Administrator executed a Small Works Contract, on a Time and Materials (T&M) basis in a not-to-exceed amount of $300,000 with Pape & Sons Construction, Inc. on March 11, 2022, and repair work began March 15, 2022.

DISCUSSION: The scope of work and cost for this work is unknown at this time. Exploration of subgrade conditions is first required in order to determine the ultimate repairs needed. The Small Works Contract executed with Pape & Sons is a Time and Materials (T&M) Contract and will be administered under the full-time direction and supervision of the Public Works Department staff. The City will pay Pape & Sons Construction, Inc. the total cost for all materials, labor, and equipment to complete the necessary repairs.

This emergency repair work has interrupted other competing Engineering Division tasks and project schedules will be adjusted accordingly.

FISCAL CONSIDERATION: Sufficient funds exist in the ending fund balance for the Streets Operating Fund. Additional funds may be considered from the HBZ fund to pay for a portion of these repairs.

Expenditure Required:	Amount Budgeted:	Appropriation Required:
NTE $ 300,000	$ 0	$ 0

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: None.

ATTACHMENTS: Resolution 1236

REVIEWED BY:

☒ Mayor
☒ City Administrator
☒ City Attorney
☒ Finance Director
☒ Department Head

RESOLUTION 1236

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DECLARING AN EMERGENCY NECESSITATING THE WAIVER OF COMPETITIVE BIDDING REQUIREMENTS TO ADDRESS THE EMERGENCY PAVEMENT REPAIR ON BORGEN BLVD.; WAIVING THE REQUIREMENTS OF RCW 39.04.190, RCW 39.04.155, AND AUTHORIZING THE EMERGENCY WORK.

WHEREAS, beginning January 12, 2022, the City Public Works Operations Division crew has been attempting to repair a failing section of pavement on westbound Borgen Blvd. just east of Olympus Way. Subsequently, the heavy rains from the week of February 28, 2022, have exacerbated this condition to a point where significant subgrade failures have occurred, and temporary pavement patching is no longer a viable option. A permanent repair is needed immediately; and

WHEREAS, the City's Public Works Operations Division could complete this permanent repair; however, since this scope of work would best be completed in an immediate manner by a public works contractor specializing in roadway construction and repair, recommendation was made to the City Administrator to declare an emergency in accordance with Section 4.6 of Resolution 1066; and

WHEREAS, by making this emergency declaration, competitive bidding requirements are allowed to be waived, and City staff can immediately proceed with selection of a contractor from the MRSC Small Works Roster to complete this work; and

WHEREAS, the City Administrator declared this situation an emergency on March 8, 2022; and

WHEREAS, a qualified and available contractor was selected to perform this work from the MRSC Small Works Roster on March 8, 2022, and the City Administrator executed a Small Works Contract, on a Time and Materials (T&M) basis in a not-to-exceed amount of $300,000 with Pape & Sons Construction, Inc. on March 11, 2022, and repair work began March 15, 2022; and

WHEREAS, the scope of work and cost for this work is unknown at this time. Exploration of subgrade conditions is first required in order to determine the ultimate repairs needed. The Small Works Contract executed with Pape & Sons Construction, Inc. is a T&M Contract and will be administered under the full-time direction and supervision of the Public Works Department staff. The City will pay Pape & Sons Construction, Inc. the total cost for all materials, labor, and equipment to complete the necessary repairs; and

WHEREAS, sufficient funds exist in the ending fund balance for the Streets Operating Fund and additional funds may be considered from the HBZ fund to pay for a portion of these repairs.

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

Section 1. The City Council hereby approves Resolution 1236 declaring the existence of an emergency necessitating the waiver of competitive bidding requirements to address the Borgen Blvd. Emergency Pavement Repair.

ADOPTED by the City Council of the City of Gig Harbor at a regular meeting thereof, held this 28th day of March 2022.

_____
Tracie Markley
Mayor

Attest:

_____
Joshua Stecker, CMC
City Clerk

City of Gig Harbor
City Council Meeting Agenda Bill

Meeting Date: March 28, 2022

SUBJECT: City Administrator Employment Agreement

PURPOSE & RECOMMENDATION: The purpose of this agenda bill is to request City Council approval of the employment agreement with Linda Kelly to be the City's next City Administrator.

SUGGESTED MOTION: Move to approve the employment agreement with Linda Kelly to be the City Administrator of the City of Gig Harbor.

SUBMITTED BY: Tony Piasecki, Interim City Administrator
DEPARTMENT: Administration **PHONE:** 851-6127

BACKGROUND INFORMATION: In early January 2022, the City initiated the process to recruit for and fill the position of City Administrator. On March 3 and 4, an interview process was conducted with two finalists for the position. Mayor Markley chose Linda Kelly to be the City's next City Administrator.

DISCUSSION: City Administrators and City Managers generally enter into an employment agreement with the cities they serve. Staff engaged in a negotiation process with Ms. Kelly and the result is the attached proposed contract.

FISCAL CONSIDERATION: None.

BOARD/COMMISION/COMMITTEE RECOMMENDATION: None.

ATTACHMENTS: Employment Agreement

REVIEWED BY:
☒ Mayor
☒ City Administrator
☒ City Attorney
☒ Finance Director
☐ Department Head

CITY ADMINISTRATOR EMPLOYMENT AGREEMENT

This City Administrator Employment Agreement (hereinafter "Agreement") is made and entered into by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter "City") and Linda Kelly (hereinafter "Employee") on this ____ day of March, 2022.

WHEREAS, the City desires to employ Employee as its City Administrator and Employee has agreed to serve in this capacity. Therefore, in consideration of the terms and conditions of this Agreement, the parties agree as follows:

1. Duties and Responsibilities

1.1 Title. Effective April 18, 2022, the City will employ Employee as its City Administrator. Employee hereby accepts such employment upon the terms and conditions set forth in this Agreement.

1.2 Duties. Employee shall have and agrees to perform in good faith and to the best of her ability, the duties and responsibilities of City Administrator. In accordance with Gig Harbor Municipal Code section 2.10.020, Employee shall assist the Mayor in the performance of the Mayor's administrative responsibilities; implement the policies set forth by the Mayor and City Council as directed by them; report to the Mayor and City Council concerning the affairs of the City; and perform such other duties as may be assigned from time to time by the Mayor.

1.3 Devotion of Time and Effort. Employee shall devote her full time, energies, interests, and abilities to the performance of the duties and responsibilities of the City Administrator and shall not engage in activities that conflict with or interfere with the performance of this Agreement. Provided, however, that nothing herein shall be construed to prohibit Employee from teaching at an accredited school, college, or university, with the express written consent of the Mayor, or volunteering her services in any capacity. Activities beyond those outlined in this agreement are subject to express written approval by the Mayor, and so long as those activities are not in conflict with Employee's duties as City Administrator.

1.4 Work Schedule. The typical minimum work week shall be approximately 40 hours, plus any additional work time reasonably required to discharge the duties and responsibilities of the office of City Administrator. It is understood that the position of City Administrator requires attendance at evening meetings and occasionally at weekend meetings without additional compensation, provided that Employee may absent herself from the office to a reasonable extent in consideration of extraordinary time expenditures for evening and weekend meetings.

2. At-Will Employment

Employee shall be employed for an indefinite term commencing April 18, 2022. Employee's employment with the City is "at-will" and may therefore be terminated at any time by the City or Employee with or without Cause (as defined below), subject to Section 6 of this Agreement.

3.0 Compensation

3.1 Base Annual Salary. As compensation to Employee for services rendered to the City as its City Administrator, upon hire Employee shall be paid a base annual salary of One Hundred Eighty-four Thousand and Six Hundred and Seventy-nine Dollars ($184,679), payable in accordance with the City's regular payroll periods and procedures and subject to all withholdings and deductions required by law. The position of City Administrator is exempt from overtime under state and federal law and Employee therefore shall not be eligible for overtime pay or compensatory time. The City may modify Employee's salary in the future based on its evaluation of Employee's performance and/or other considerations deemed relevant by the City.

3.2 Retirement.

a. The City does not participate in Social Security. The City shall make payments into a retirement savings account on Employee's behalf in lieu of Social Security on the same terms as such payments are made for other management-level, non-represented City employees.

b. Employee will be enrolled in the Washington State Public Employees' Retirement System (PERS) program. The City and Employee will make contributions at the rates as prescribed by law for the plan in which the Employee chooses to enroll.

3.3 Living in the Gig Harbor Area. Employee shall make every effort to live in the Gig Harbor Urban Growth Area (UGA) as it is defined as of the date of this agreement. Notwithstanding the foregoing, in no case shall Employee live outside of the zip code boundaries 98332, 98333, and 98335 following the 18th month of her employment with City.

3.4 Moving/Temporary Housing Reimbursement. The City shall reimburse Employee up to Eight Thousand Dollars ($8,000) in moving and/or temporary housing expenses incurred by Employee in order to perform services under this Agreement. Expenses must be incurred and submitted for reimbursement to the City within Employee's first eighteen (18) months of employment. Payment shall

be made upon receipt by the City of documentation that the expenses have been incurred and are deemed reasonable.

3.4 Expenses. The City agrees to reimburse Employee for reasonable and necessary expenses incurred for the benefit of the City in accordance with City policy.

3.5 Professional Development. The City shall budget and pay for the professional dues and subscriptions of Employee for her continuation and full participation in national, state and local associations and organizations necessary for her continued professional participation, growth and advancement to better serve the interests of the City. The City further recognizes the value of having Employee participate in and be directly involved in local civic clubs or organizations. Accordingly, if Employee at her discretion chooses to join local civic clubs and organizations, the City shall pay for reasonable membership fees and dues to enable Employee to become an active member in local civic clubs and organizations.

4. Benefits

4.1 Health and Other Insurance. Employee is eligible to participate in the City's health and other insurance benefits on the same terms as those benefits are provided to other management-level, non-represented employees of the City.

4.2 Vacation. Upon hire, Employee shall receive a bank of eighty (80) hours of vacation. Thereafter, Employee shall accrue vacation on the same terms as other management-level, non-represented City employees starting at 13.34 hours per month.

4.3 Sick Leave. Upon hire, Employee shall receive a bank of eighty (80) hours of sick leave. Thereafter, Employee shall accrue sick leave on the same terms as other management-level, non-represented City employees, currently at eight (8) hours per month.

4.4 Holidays and Other Paid/Unpaid Leave. Employee shall receive holiday leave and other paid/unpaid leave benefits as the City may provide from time to time on the same terms as those benefits are provided to other management-level, non-represented employees of the City.

4.5 Other City Benefits and Policies. Employee will receive other benefits provided by, and be subject to any obligations included in, applicable City policies as may from time-to-time be adopted or amended by the City; provided that no such policy will be applicable to the extent that it conflicts with a term of this Agreement.

5. Performance Standards and Evaluation

Employee will be evaluated on her job performance and ability to meet established goals and objectives after six (6) months of employment and annually thereafter or when otherwise deemed appropriate by the Mayor. The Mayor may, upon the request of the Employee, contract with a 3rd party consultant to conduct the first annual evaluation.

6. Termination

6.1 Termination Without Cause. The City may terminate this Agreement without Cause at any time by providing written notice to Employee. In the event the City terminates the Agreement without Cause, the City will pay Employee: (1) her base salary earned through her final day of employment; and (2) the value of her accrued but unused vacation. The City will also pay Employee severance pay, equal to six (6) months of salary and benefits, provided that severance pay is conditioned on Employee signing and not revoking a separation agreement and release of claims in a form and substance acceptable to the City.

6.2 Termination for Cause. The City may terminate this Agreement and Employee's employment at any time for Cause by providing written notice to Employee. "Cause" is defined to include Employee's: (i) act of dishonesty related to her employment; (ii) commission of any willful or negligent act that results in financial or reputational harm to the City; (iii) failure to follow a lawful directive by the City; (iv) failure to perform her duties under this Agreement (provided that Employee has been given notice and an opportunity to cure an alleged failure to perform any duties that are not emergency-related); (v) commission of a felony or crime of moral turpitude; or (vi) willful violation of City policy or other willful misconduct. In the event of a termination for Cause, Employee shall be paid: (1) her base salary earned through the date of termination; and (2) the value of her accrued but unused vacation, but she shall not be entitled to receive any further compensation or benefits.

6.3 Resignation/Retirement. Employee may terminate this Agreement and Employee's employment by providing a minimum of forty-five (45) days' written notice to the Mayor of her intent to resign or retire. Failure to provide the minimum notice of a resignation or retirement will result in a reduction in Employee's vacation leave cash out by the number of days/hours that Employee would have been expected to work had adequate notice been provided, unless otherwise agreed upon by the City. In the event of her resignation or retirement, Employee shall be paid: (1) her base salary earned through her final day of employment; and (2) the value of her accrued but unused vacation, subject to adjustment for lack of advance notice, but she shall not be entitled to receive any further compensation or benefits.

6.4 Death; Disability. The City may terminate this Agreement and Employee's employment upon Employee's death or Disability by providing written notice to Employee. For purposes of this Agreement, "Disability" shall mean Employee's inability to perform the duties and responsibilities of City Administrator for six months within any consecutive 12-month period. In the event of a termination due to death or Disability, Employee or her estate shall be paid: (1) her base salary earned through her final day of employment; and (2) the value of her accrued but unused vacation.

7. Integration/Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements or understandings between the parties with respect to the subject matter of this Agreement. No waiver, alteration, or modification of any of the provisions of this Agreement will be binding unless in writing and signed by duly authorized representatives of the parties. To the extent that any provisions of this Agreement conflict with those of any other agreement or policy, the terms in this Agreement will prevail. If any portion of this Agreement is held to be unenforceable, the remainder of this Agreement shall remain in full force and effect.

8. Other Terms and Conditions

8.1 Any notice to the City under this Agreement shall be furnished in writing by Employee to the Mayor. Any notice to Employee under this Agreement shall be furnished in writing by the City. All such notices must be sent by first-class mail or delivered in person.

8.2 The Mayor and City Council may fix in writing any other terms and conditions of employment as they may determine from time to time relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, City ordinances, or any other law.

8.3 All provisions of City ordinances, regulations, rules and personnel policies as they now exist or hereafter may be amended, shall also apply to Employee as they would to other employees of the City, except as may be specifically agreed upon in this Agreement.

8.4 This Agreement shall be interpreted, construed, and applied according to the laws of the State of Washington.

8.5 All captions and section headings used in this Agreement are for convenient reference only and do not form a part of this Agreement.

8.6 No waiver of any breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of the Agreement.

9. Counterparts

This Agreement may be executed in counterparts, and each counterpart will have the same force and effect as an original and will constitute an effective, binding agreement on the part of each of the undersigned.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the dates indicated below.

CITY OF GIG HARBOR	**LINDA KELLY**
_____	_____
Mayor Tracie Markley	Linda Kelly
Date _____	Date _____

City of Gig Harbor
City Council Meeting Agenda Bill

Meeting Date: March 28, 2022

SUBJECT: Approval of Agreement with Gig Harbor Downtown Waterfront Alliance

PURPOSE & RECOMMENDATION: The purpose of this agenda bill is to authorize the Mayor to execute an agreement with the Downtown Waterfront Alliance for its continued activities to promote downtown businesses.

SUGGESTED MOTION: Move to authorize the Mayor to execute an agreement with the Gig Harbor Downtown Waterfront Alliance to provide funding for services to promote downtown businesses.

SUBMITTED BY: Josh Stecker, City Clerk
DEPARTMENT: Administration **PHONE:** 853-7613

BACKGROUND INFORMATION: The City's annual budget allocates funding to support the Downtown Waterfront Alliance. $35,000 was budgeted for the Alliance in 2022.

DISCUSSION: Consistent with past agreements, the Alliance will continue to provide the City with semi-annual reports on its activities, as identified in Section 3 of the agreement.

FISCAL CONSIDERATION: This agreement is included in the 2022 Budget at $35,000.00

BOARD/COMMISION/COMMITTEE RECOMMENDATION: None.

ATTACHMENTS: Agreement with Gig Harbor Downtown Waterfront Alliance

REVIEWED BY:
☒ Mayor
☒ City Administrator
☐ City Attorney
☐ Finance Director
☐ Department Head

2022 AGREEMENT
BETWEEN THE CITY OF GIG HARBOR AND
THE GIG HARBOR DOWNTOWN WATERFRONT ALLIANCE

THIS AGREEMENT is entered into this 29th day of March, 2022, by and between the City of Gig Harbor, Washington, an optional code municipal corporation organized under the laws of the state of Washington, hereinafter referred to as the "City" and the Gig Harbor Downtown Waterfront Alliance, a nonprofit corporation organized under the laws of the State of Washington, hereinafter referred to as "GHDWA."

WHEREAS, the City is governed by Title 35A RCW, but the City also has "all of the powers which any city of any class may have and shall be governed in matters of state concern by statutes applicable to such cities in connection with such powers to the extent to which such laws are appropriate ..." (RCW 35A.21.160); and

WHEREAS, RCW 35.21.703 provides that "it shall be a public purpose for all cities to engage in economic development programs," and "cities may contract with nonprofit corporations in furtherance of this and other acts relating to economic development"; and

WHEREAS, GHDWA, a 501c(3) corporation with UBI # 602 799 246, encourages and supports historic preservation and economic vitality of the historic Gig Harbor waterfront district; and

WHEREAS, the City Council is interested in contracting with the GHDWA for the activities and services described herein, in order to promote and encourage historic preservation and economic vitality in the historic waterfront district of Gig Harbor; and

WHEREAS, the City Council values the concepts embodied in the Main Street™ Approach and recognizes the ability to increase local investment through access to Washington State's Main Street Tax Credit Incentive Program, access to Washington State staff resources (if available) and grant opportunities afforded by Main Street Program; and,

WHEREAS, the City Council recognizes that it is not the sole financial contributor to the work of GHDWA;

NOW THEREFORE, in consideration of the mutual off-setting benefits and conditions hereinafter contained, the parties hereto agree as follows:

TERMS

1. **Purpose of the Agreement.** In the execution of this Agreement, the City and GHDWA seek to foster historic preservation and economic vitality and

development in the historic waterfront district.

2. **General Provisions of the Agreement.** The City and the GHDWA acknowledge that:

   A. The programs authorized and/or funded by this Agreement are municipal, educational and community purposes, designed to foster historic preservation and economic vitality development in the historic waterfront district.

   B. Any funding provided by the City under this Agreement will be derived from the City's General Fund.

3. **Organization and Responsibilities of GHDWA.** GHDWA shall organize a thriving association of stakeholders, as defined in GHDWA Bylaws, with an interest in preservation and economic stability and vitality of the Gig Harbor historic waterfront district. In furtherance of the City's economic development GHDWA shall implement the following:

   A. No later than **February 5, 2023**, provide to the City an Annual Report of activity from January 1, 2022, through December 31, 2022 which includes information on all events, projects and programs completed by GHDWA, expenses, net returns, participating businesses, sponsorships, partners, publicity materials, use of volunteers, estimated participants or attendees, and any other relevant information associated with GHDWA's performance during the year (this provision to survive expiration of this Agreement);

   B. Maintain full Washington State Main Street authorized participant status;

   C. Facilitate the retention and reinvestment of tax monies within the local community by making available a mechanism for local businesses to obtain Washington State B&O Tax credits available through the Washington State Main Street program and maintain a current list of B&O contributors / GHDWA income;

   D. Provide access to Washington State staff resources (if any) and grant opportunities afforded by the Main Street program;

   E. Create and/or maintain a written funding plan for the GHDWA to obtain funding from various sources other than the City to establish and maintain a viable organization and to implement all of the activities contained in this Agreement;

   F. Demonstrate local support by obtaining significant funding from community sources including individuals, commercial property owners in the district, businesses, and organizations;

G. Manage, promote and conduct events in the historic waterfront district which will attract members of the public to the historic waterfront district, thereby stimulating economic vitality. In addition to the events conducted and promoted in the past years, the GHDWA will also continue to operate the Waterfront Farmer's Market in 2022. The GHDWA will operate the Waterfront Farmer's Market per the conditions of a Memorandum of Understanding entered into between the GHDWA and the City;

H. Develop and coordinate marketing efforts with the City in keeping with the existing brand and theme of the City of Gig Harbor using the City of Gig Harbor logo on promotional materials developed by the GHDWA each year to show the City's sponsorship support;

I. Maintain a communications strategy for informing GHDWA's membership about GHDWA's activities and priorities;

J. Produce (at a minimum) a quarterly newsletter for the membership;

K. Maintain a webpage with links to City's marketing website, *gigharborguide.com,* using a separate domain name for GHDWA that includes a current calendar of events and GHDWA Main Street boundary map;

L. Hold (at a minimum) quarterly meetings for waterfront district stakeholders to promote improved business vitality and communications as a whole, which should include updates on any activities relating to:

    1. GHDWA sponsored events;
    2. Historic preservation activities;
    3. GHDWA District city code and design standard updates;
    4. GHDWA (4) Committee updates;
    5. Business marketing updates;
    6. Parking updates or improvements;
    7. Business Management updates; and
    8. Any other activities relevant to GHDWA members;

M. Work with City leaders and staff, business and property owners to enhance the attractiveness and maintain the historic character of the historic waterfront business district, in keeping with city codes and design standards.

N. Develop data and trend information useful in development of long-term solutions to economic and business issues in the historic waterfront area. Use this information to assist City leaders and staff in preservation and development topics for the historic waterfront area in Gig Harbor, such as:

    1. Maintaining a business inventory of the historic waterfront district; and

2. Maintaining data on parking analysis and membership input within the historic waterfront district;

O. Provide an Annual Report to the city, as described above, for the period January 1, 2022, through December 31, 2022, no later than February 5, 2023 (this provision to survive expiration of this Agreement),

P. Work with the City to define grant opportunities and other opportunities for each party to pursue in furtherance of their mutual goals (the City maintains discretion over the types of grants it chooses to pursue);

Q. Submit half-year financial and performance reports due on or before the last day of July (for January through June of that year) regarding activities conducted by GHDWA and proposed activities for the remainder of the term of the contract. A second bi-annual report covering July 1 through December 31 is not required. This information shall be included in the Annual Report due to the City on February 5, 2023.

R. Provide a royalty-free, fully paid license to the City for use of the GHDWA logo;

S. GHDWA Board membership shall include one representative designated by the City Administrator as an active member of the GHDWA Board.

T. Provide early communication to the City regarding any GHDWA projects, programs or events that may require City Planning, Building, Engineering, Operations, Marketing, or Historic Preservation consideration or review; and

U. Provide a fully paid annual GHDWA membership to the City of Gig Harbor.

4. City's Responsibilities.

A. Funding for Services Described in this Agreement: Annual funding for GHDWA is subject to City Council approval. GHDWA shall submit their funding request in writing no later than September 30 of the Agreement's calendar year. This calendar year (2022) the City will pay $35,000.00 in four installments of $8,750.00 due the first business day of the *contract year* in February, April, July, and October. Payment will be made within 30 days of receipt of an invoice from GHDWA;

B. Provide a royalty-free, fully paid license to GHDWA for use of the City logo. Use of the City logo requires approval by the City's Tourism & Communications Department;

C. Provide a link to GHDWA's website on the City's website (www.gigharborguide.com).

5. **Duration of Contract.**
This Agreement shall be in effect January 1 through December 31, 2022 unless sooner terminated as provided herein. The first payment under this Agreement shall be made no later than 30 days after execution by duly authorized representatives of both parties.

6. **Independent Contractor.**
The parties intend that an independent contractor-client relationship will be created by this Agreement. No agent, employee, representative or sub-consultant of the GHDWA shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the GHDWA is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants of the GHDWA. The GHDWA will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the GHDWA performs hereunder.

7. **Indemnification and Defense.**
The GHDWA shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection of the reports described herein, or the City's execution of this Agreement (requiring the GHDWA to provide certain services) shall not be grounds to avoid any of these covenants of indemnification.

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 GHDWA and the City, its officers, officials, employees, agents and volunteers, the GHDWA's liability hereunder shall be only to the extent of the GHDWA's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE GHDWA's WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE GHDWA's WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY

THE GHDWA's EMPLOYEES DIRECTLY AGAINST THE GHDWA.

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

8. Insurance.

A. The GHDWA 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 GHDWA's own work including the work of the GHDWA's agents, representatives, employees, sub-consultants or sub-contractors.

B. Before execution of this Agreement, and on the anniversary date of the execution of this Agreement, the GHDWA shall provide evidence, in the form of a Certificate of Insurance, of the following insurance coverage and limits (at a minimum):

1. Business auto coverage for any auto no less than a $1,000,000 each accident limit, and

2. Commercial General Liability insurance no less than $1,000,000 per occurrence with a $2,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employer's liability, and

C. All policies and coverages shall be on an occurrence made basis.

D. The GHDWA is responsible for the payment of any deductible or self-insured retention that is required by any of the GHDWA's insurance. If the City is required to contribute to the deductible under any of the Agency's insurance policies, the GHDWA shall reimburse the City the full amount of the deductible within 10 working days of the City's deductible payment.

E. The City of Gig Harbor shall be named as an additional insured on the GHDWA's commercial general liability policy. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary in Section B. The City reserves the right to receive a certified and complete copy of all of the Agency's insurance policies.

F. Under this agreement, the GHDWA's insurance shall be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage with respect to defense and indemnity of the City only and no other party. Additionally, the GHDWA's commercial general liability policy must provide cross-liability

coverage as could be achieved under a standard ISO separation of insured's clause.

G. The GHDWA shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Gig Harbor at least 30-days in advance of any cancellation, suspension or material change in the Agency's coverage.

9. **City's Right of Inspection, GHDWA's Responsibility to Comply with Law.** Even though the GHDWA is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the performance of services must meet the general approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The GHDWA 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 GHDWA's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

10. **Record Keeping and Reporting.**

A. The GHDWA shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended for the activities described herein and claimed as reimbursement along with any other such records as may be deemed necessary to the City to ensure proper accounting for all funds contributed by the City for the performance of this Agreement and compliance with this Agreement. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the City.

B. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit during the performance of this Contract by the City. The City shall have the right to an annual audit of the GHDWA's financial statements and condition.

11. **Termination.**

A. The City may terminate this Agreement, for public convenience, the GHDWA's default, the GHDWA's insolvency or bankruptcy, or the GHDWA's assignment for the benefit of creditors, at any time. If delivered to the GHDWA in person, termination shall be effective immediately upon the GHDWA's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Except in the situation where this Agreement has been terminated for public convenience, the GHDWA shall be liable to the City for any additional payments made by the City for which no services were rendered.

C. If the GHDWA's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement.

12. Discrimination Prohibited.
The GHDWA shall not discriminate against any employee, applicant for employment, or any person seeking the services of the GHDWA to be provided under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, sexual orientation, marital status or presence of any sensory, mental or physical handicap.

13. Assignment and Subcontract.
Any assignment of this Agreement by the GHDWA without the written consent of the City shall be void. If the City shall give its consent to any assignment, this paragraph shall continue in full force and effect and no further assignment shall be made without the City's consent.

14. Notices.
Notices required by terms of this Agreement shall be sent to the other party at the following addresses, unless otherwise requested, in writing, by one of the parties hereto:

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

TO THE GHDWA:
Attn: Executive Director
Gig Harbor Downtown Waterfront Alliance
PO Box 771
Gig Harbor, WA 98335

15. Applicable Law, Venue, Attorney's Fees.
This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in Pierce County, Washington or the U.S. District Court, Western District. The prevailing party in any such action shall be entitled to its reasonable attorney's fees and costs of suit.

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

17. Entire Agreement.

The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached hereto, which may or may not have been executed prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

18. Agreement Not Enforceable by Third Parties.
This Agreement is neither expressly nor impliedly intended for the benefit of any third party and is neither expressly nor impliedly enforceable by any third party.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

CITY OF GIG HARBOR

_____
Tracie Markley, Mayor

Attest:

_____
Joshua Stecker, CMC
City Clerk

Approved as to form:

DocuSigned by:
Daniel Kenny
DDAD3355F1F2425...
Daniel Kenny, City Attorney

GIG HARBOR
Downtown Waterfront Alliance

DocuSigned by:
Mary DesMarais
E41CB69C5A214E7...
Mary DesMarais, Executive Director

PROCLAMATION OF THE MAYOR
OF THE CITY OF GIG HARBOR

WHEREAS, parks, playgrounds, nature trails, open spaces, community and cultural centers, and historic sites make our communities attractive and desirable places to live, work, play and visit; and

WHEREAS, parks are places where people can reflect, re-energize or socialize; where everyone is welcome; and which build community and contribute to economic vitality; and

WHEREAS, parks, greenways and open spaces provide respite while protecting and preserving our natural environment; and

WHEREAS, Gig Harbor park stewardship organizations have joined together to create an event that encourages citizens to celebrate the value and enhanced quality of life that parks bring to our communities; and

WHEREAS, people of all ages have pledged to volunteer their time to clean-up and beautify parks and open space throughout Gig Harbor on Saturday, April 9, 2022**;**

NOW, THEREFORE, I, Tracie Markley, Mayor of the City of Gig Harbor, hereby designate April 9, 2022, as

PARKS APPRECIATION DAY

in the City of Gig Harbor and encourage all citizens to celebrate by participating in this event and visiting their local and regional parks throughout Pierce County.

_____ _____

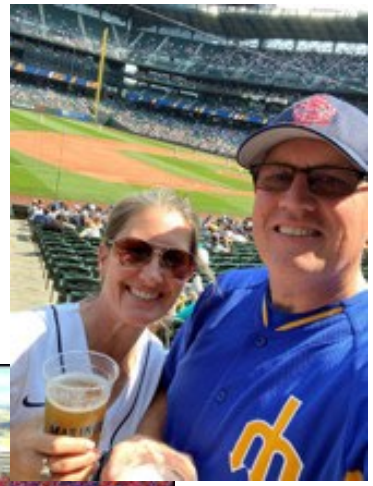
Tracie Markley, Mayor Date

FIRE EST. GIG HARBOR 1945 MEDIC ONE

COMMUNITY UPDATE 2022

EMERGENCY SERVICES AND FACILITIES

Dennis Doan
Gig Harbor Fire Chief



10222 Bujacich Road NW, Gig Harbor 98332
(253) 851-3111 | www.gigharborfire.org
GigHarborFire | gigharborfire
gig_harbor_fire_medic_one

NORTHWEST
NAZARENE UNIVERSITY

GIG HARBOR FIRE & MEDIC ONE HISTORY

- 1944 Fire destroyed several businesses
  - Meeting at Honest John's Café (Anthony's)
- GHFMO Started in 1945
  - John Finholm – Gig Harbor
  - Jack Sails – Purdy
  - E.K. Swinney – Horsehead Bay
- Old Number 1 – 1945 Ford $6,000
- First Fire Station in Hennington's home by Finholm Market
- 1949 Built first fire station (Gig Harbor Yacht Club)
- 1973 First paid firefighter

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Governed by a 5 member Board of Commissioners:

Alex Wilsie
Tom Sutich
Kevin Entze
Joe Urvina
Bryce Nelson

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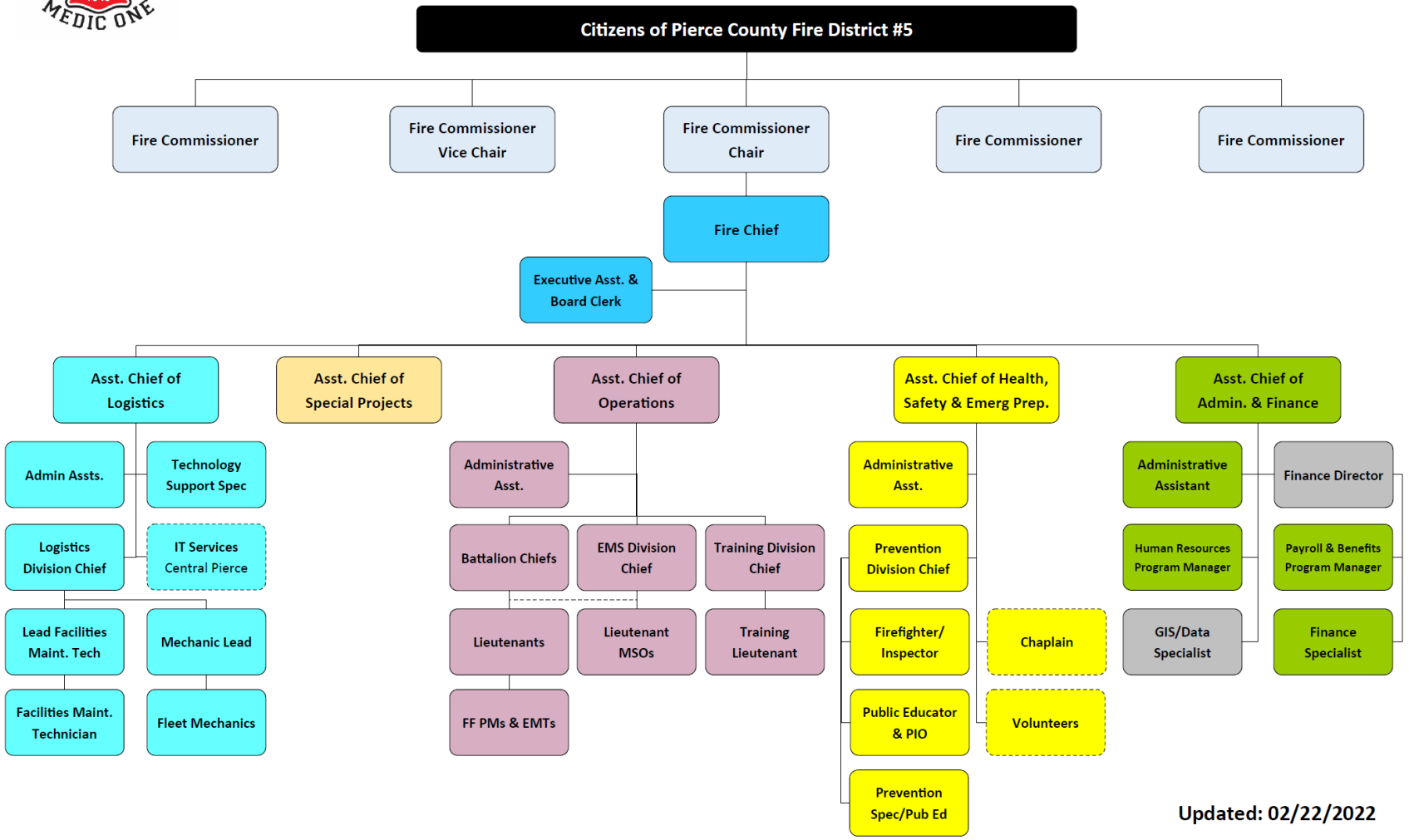
Pierce County Fire District No. 5 operates under a chain-of-command that has been established by the Board of Fire Commissioners, which are elected to represent the public they serve.

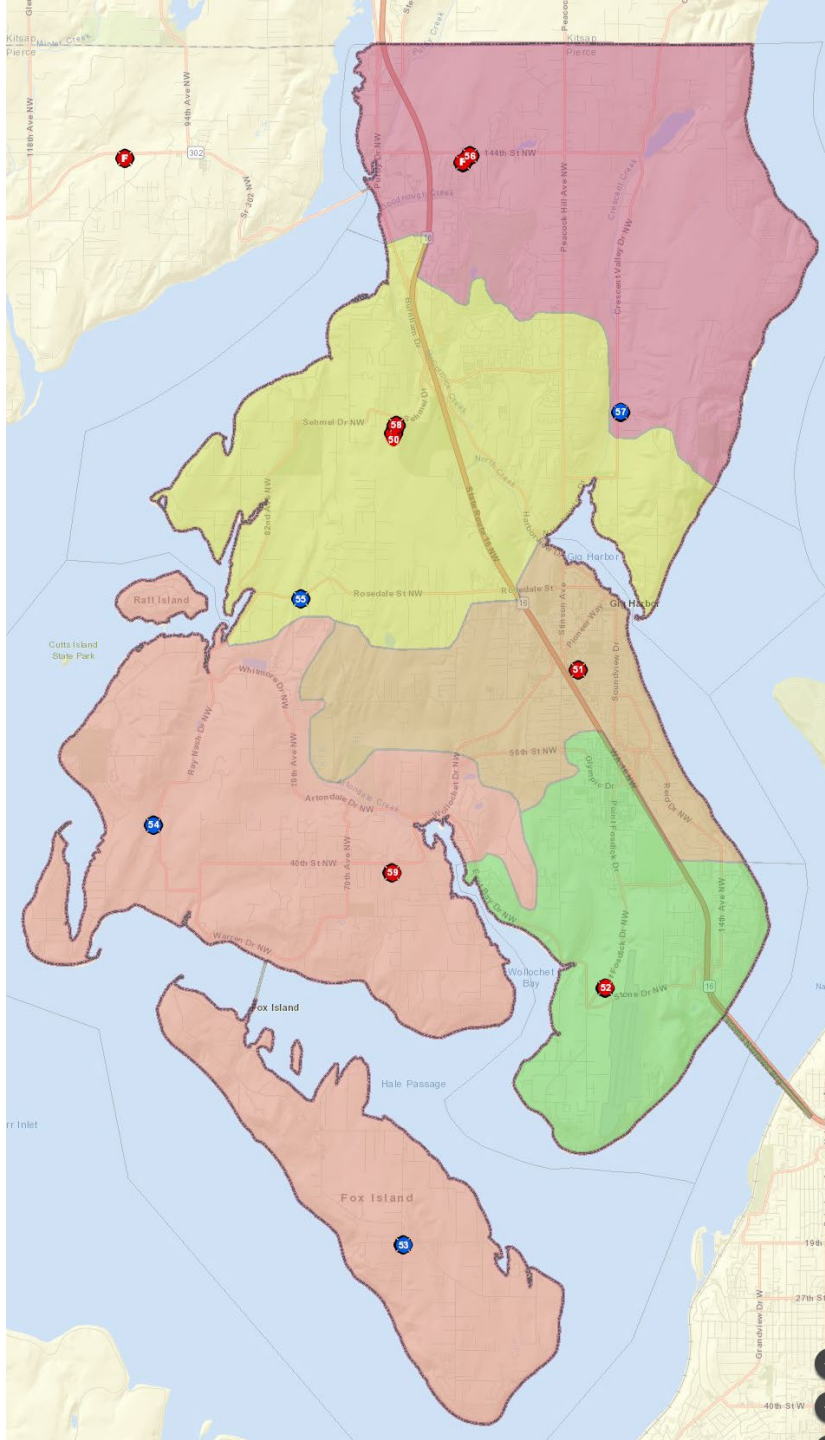


Updated: 02/22/2022

OUR SERVICE AREA

By the Numbers

- 54 square miles
  - Suburban
  - Rural
  - Waterfront
- 53,000 people
- 9 fire stations
  - 5 Staffed
- 130 Employees
  - 115 Firefighters
- $33 Million Budget



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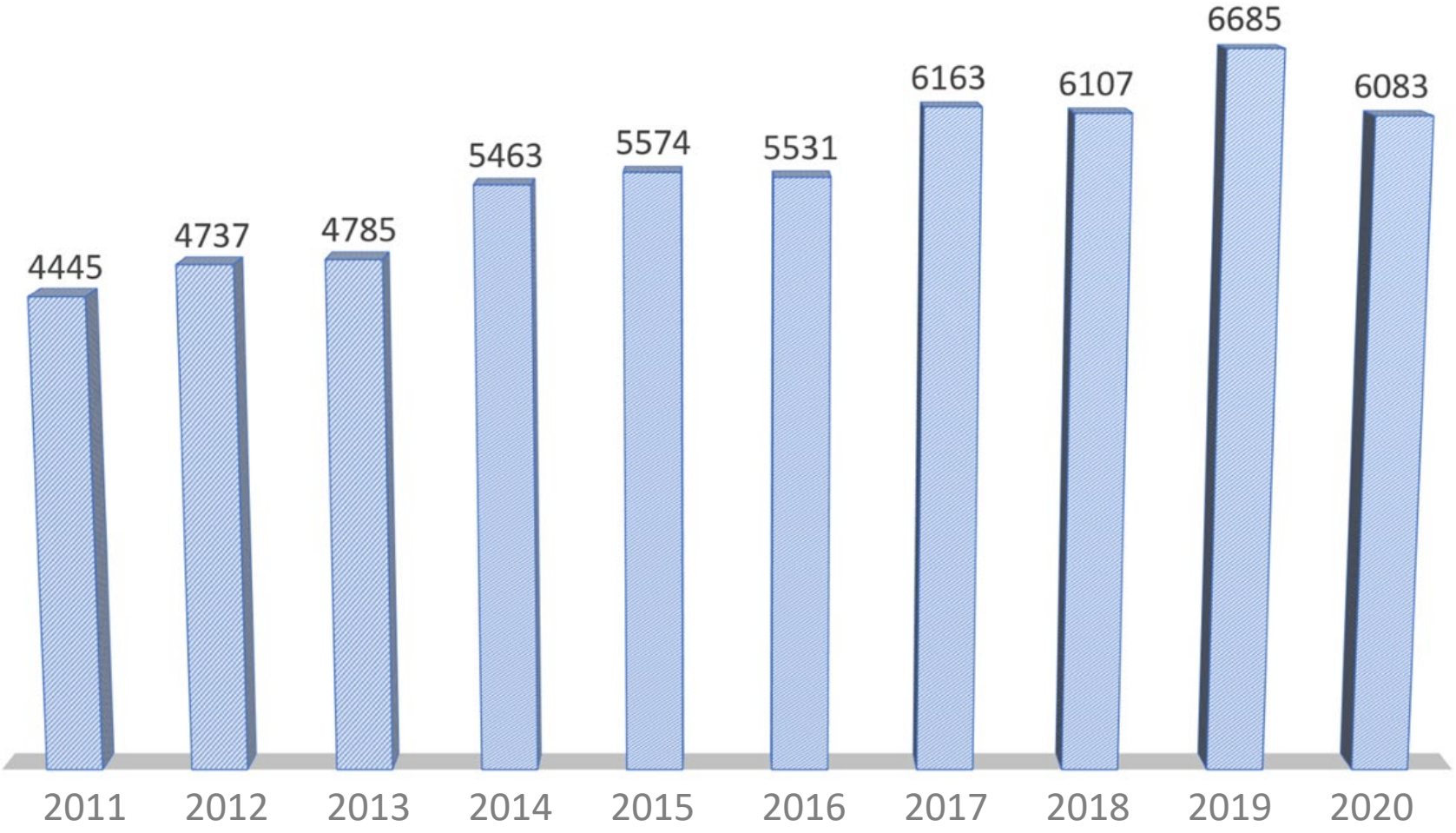
CALL VOLUMES 2011-2020

- Responded to a high of 6,685 calls in 2019
  - 50% increase compared to 10 years ago



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WHAT WE DO:

ALL HAZARDS FIRE DEPARTMENT

- Fire Suppression
  - Structure
  - Wildland
- Emergency Medical Service (EMS)
  - Basic and Advanced Life Support
  - Transport
- Technical Rescue
  - Trench
  - High/Low Angle Rope
  - Water
  - Confined Space
  - Vehicle Search/Rescue
  - Structural Collapse
- Public Education - Fire Prevention and Life Safety

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FIRE INSPECTION PROGRAM

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gig_harbor_fire_medic_one

City of Gig Harbor

2020 Inspections

- Initial: 1104
- Re-Inspection: 414
- Total: 1518

Zero referrals to City for enforcement

2021 Inspections

- Initial: 1102
- Re-Inspection: 258
- Total: 1360

Zero referrals to City for enforcement

HOW EMERGENCY SERVICES ARE FUNDED

- Daily operations are funded by:
  - Fire Levy – Year 5 of 6
    - $1.50/$1,000
    - ***Eroded to $1.37***
  - EMS Levy –Year 6 of 6
    - $0.50/$1,000
    - ***Eroded to $.44***
  - Not to exceed $2.00/$1,000 of assessed property value
    - ***Eroded to $1.81***
- Capital needs are often funded by voter-approved bonds
  - Stations and apparatus

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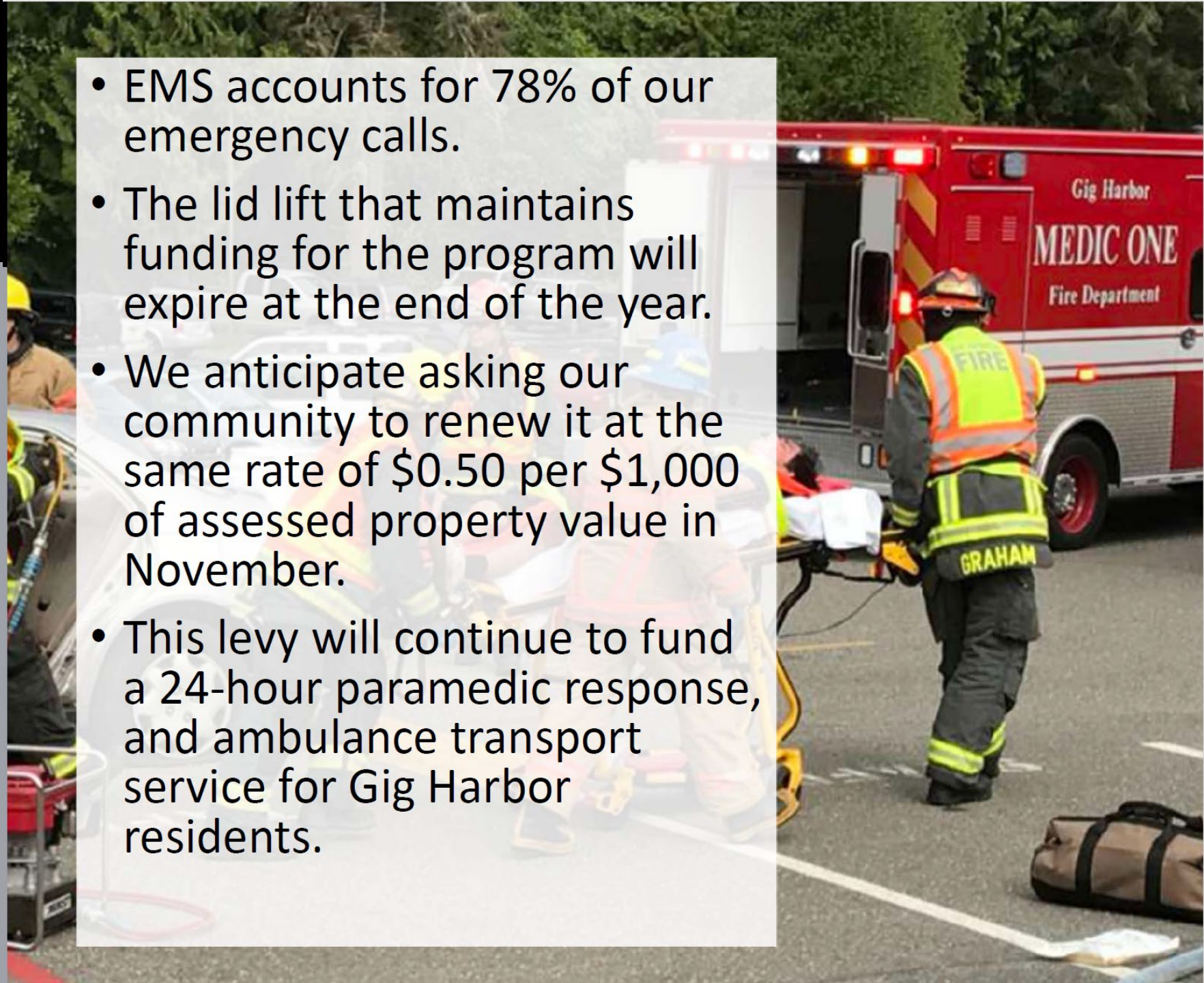
gig_harbor_fire_medic_one

EMS LEVY NOVEMBER 2022

- EMS accounts for 78% of our emergency calls.
- The lid lift that maintains funding for the program will expire at the end of the year.
- We anticipate asking our community to renew it at the same rate of $0.50 per $1,000 of assessed property value in November.
- This levy will continue to fund a 24-hour paramedic response, and ambulance transport service for Gig Harbor residents.



10222 Bujacich Road NW, Gig Harbor 98332
(253) 851-3111 | www.gigharborfire.org
GigHarborFire | gigharborfire
gig_harbor_fire_medic_one

CAPITAL FACILITIES PLAN

We recently completed a Capital Facilities Plan that identified issues with some fire stations. Improvements are necessary for the health and safety of our community and its firefighters

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CAPITAL FACILITIES PLAN

- Priority projects include:
  - Building a training facility
    - To meet industry standards for live fire training and modern rescue skills
  - Replacing Station 51 in Gig Harbor
  - Renovating Station 53, 57, 58, and 59
- Some facilities will receive upgrades to:
  - Do not meet ADA requirements
  - Do not meet current seismic standards
  - Lack living quarters to accommodate current and projected staffing levels and a more diverse work force
- Will require voter-approved bonds to complete

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FACILITY UPGRADES WILL IMPROVE FIREFIGHTER HEALTH AND SAFETY

- Cancer is known to be a leading cause of death among firefighters
- Our stations lack decontamination areas to remove soot, hydrocarbons, chemicals and smoke from firefighting gear
- There is also a need for space to decontaminate medical equipment after EMS calls
  - Bloodborne Pathogens that cause infectious diseases

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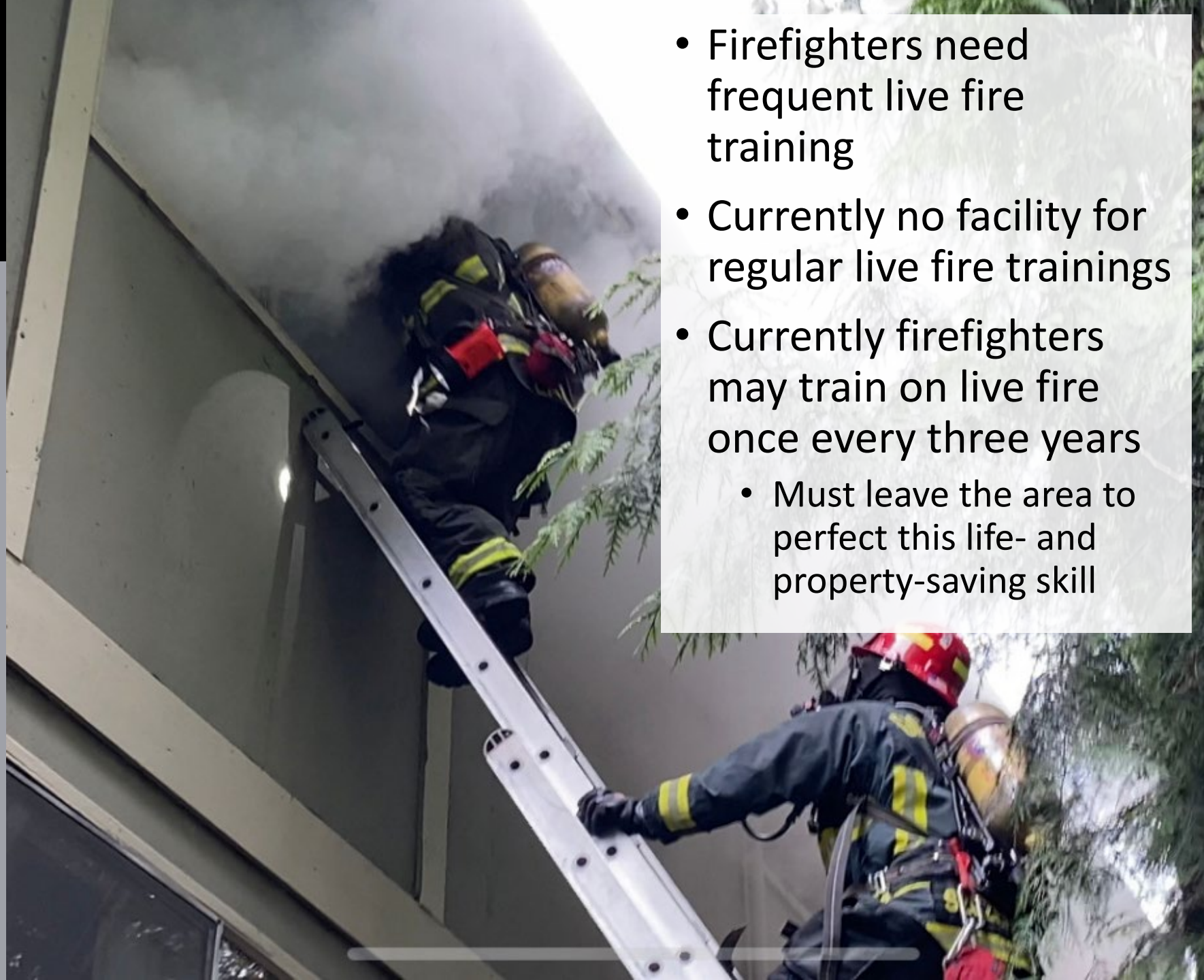
FACILITY UPGRADES WILL IMPROVE FIREFIGHTER HEALTH AND SAFETY



- Firefighters need frequent live fire training
- Currently no facility for regular live fire trainings
- Currently firefighters may train on live fire once every three years
  - Must leave the area to perfect this life- and property-saving skill

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ADEQUATE FACILITIES ARE IMPORTANT TO SAVING LIVES AND PROPERTY

- Adequate facilities are just as important to safety as firefighters and apparatus
- Gig Harbor community has grown more than 16% since 2010
  - Call volumes have increased 42% in same period

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ADEQUATE FACILITIES ARE IMPORTANT TO SAVING LIVES AND PROPERTY

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THE TIMING IS RIGHT FOR A FACILITIES BOND

- 20 – Year Bond
- $80 Million Dollars
- It is projected to be $0.24 per $1,000 of assessed property value
  - $9.90 per month
  - $118 per year for the owner of a home assessed at $500,000

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GigHarborFire | gigharborfire
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THANK YOU!

- Questions?
- Fire Chief Dennis Doan
  - (253) 851-3111
  - ddoan@gigharborfire.org
- More information at www.gigharborfire.org

10222 Bujacich Road NW, Gig Harbor 98332
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GigHarborFire | gigharborfire
gig_harbor_fire_medic_one

WOW CUSTOMER SERVICE

IF YOU THINK OF IT, AND IT HELPS SOMEONE…..THEN DO IT!

YOUR IMAGINATION IS THE ONLY THING HOLDING YOU BACK.

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(253) 851-3111 | www.gigharborfire.org
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gig_harbor_fire_medic_one

Pierce County

GIG HARBOR CITY COUNCIL | MARCH 28, 2022

Tacoma-Pierce County Solid and Hazardous Waste Management Plan (SHWMP): 2021-2040

Ryan Dicks, Sustainable Resources Administrator

Ryan.dicks@piercecountywa.gov | 253-798-8603

Agenda

- Vision
- Background
- Plan Development
- Plan Organization
- Plan Overview
- Appendices
- Next Steps

Pierce County

Plan Vision

A solid waste system that is **equitable**, protects **human and environmental health**, and is **resilient** to the known and unforeseen changes that are coming our way.

Background | State Requirements

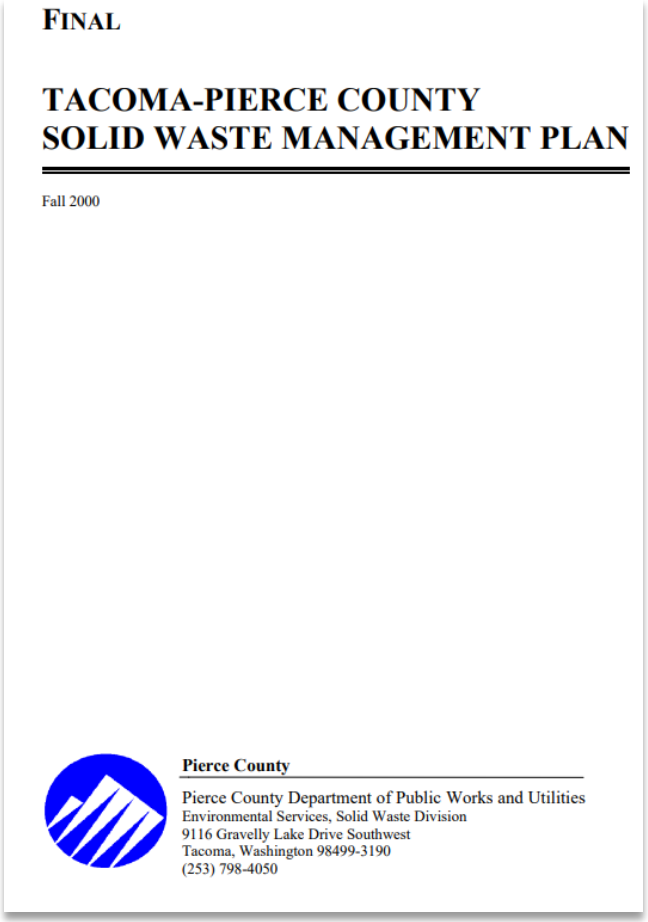
Pierce County

- Local governments are required to develop comprehensive solid waste management plans to guide improvements and estimate needs for the next 20-years in accordance with RCW 70A.205.040-075 and RCW 70A.205.110 & 115.
- A hazardous materials and wastes or moderate risk wastes plan is also required and must be developed in accordance with RCW 70A.300.350
- Pierce County combined these two requirements to develop the **Tacoma-Pierce County Solid and Hazardous Waste Management Plan: 2021-2040**

Background |Pierce County SHWMP Versions

Pierce County

2000 Plan → **2016 Supplement** → **2021-22 Update**



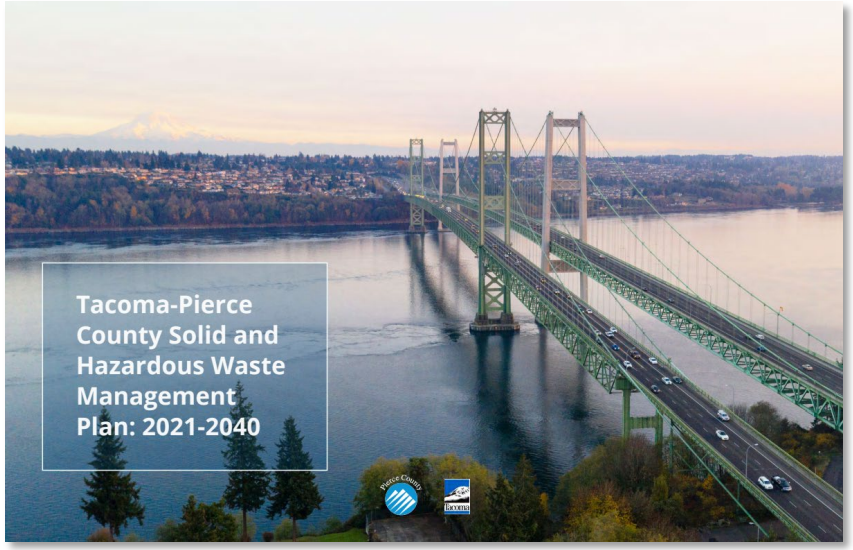
FINAL

TACOMA-PIERCE COUNTY
SOLID WASTE MANAGEMENT PLAN

Fall 2000

Pierce County

Pierce County Department of Public Works and Utilities
Environmental Services, Solid Waste Division
9116 Gravelly Lake Drive Southwest
Tacoma, Washington 98499-3190
(253) 798-4050



- Local Hazardous Waste Management Plan
- Contamination Reduction and Outreach Plan

Plan Development – Project Management Team (PMT)

Pierce County

- The PMT included representatives from:
  - Pierce County Planning and Public Works
  - City of Tacoma
  - Tacoma-Pierce County Health Department
  - Washington Department of Ecology
  - LRI
  - Service Providers:
    - D.M. Disposal
    - LeMay Enterprises
    - Murrey's Disposal
    - University Place Refuse

Pierce County

Tacoma

DEPARTMENT OF ECOLOGY State of Washington

Tacoma-Pierce County Health Department
Healthy People in Healthy Communities

UNIVERSITY PLACE

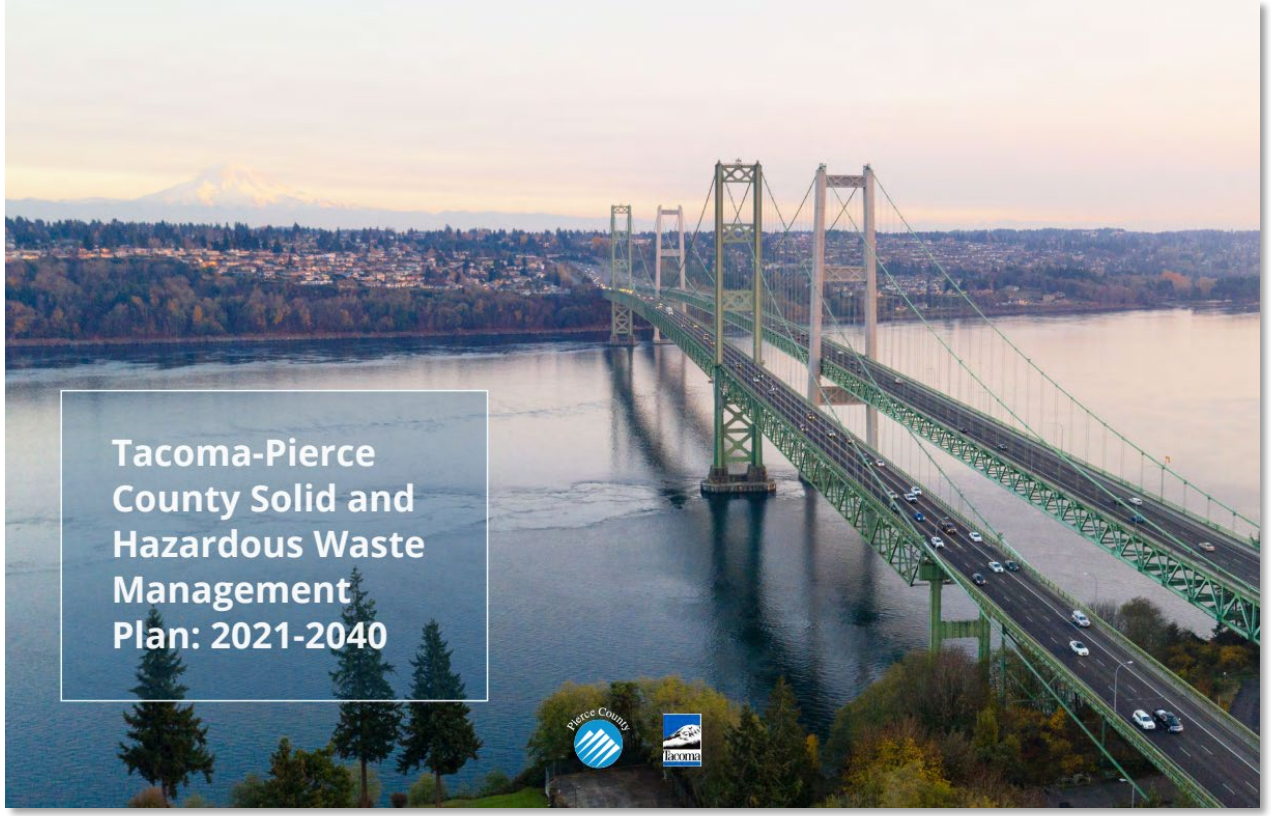
WASTE CONNECTIONS
Connect with the Future

Plan Development | Timeline

Pierce County

- **June 2020:** PMT begins meeting regularly
- **September 2020:** Solid Waste Advisory Council (SWAC) is involved in plan development
- **June 2021:** SWAC votes to recommend first draft
- **July 2021:** Informal feedback from Ecology received and implemented
- **September 2021:** Preliminary Draft submitted to Ecology, Planning Commission recommends adoption, and 30-day public comment
- **December 2021:** Ecology returns final comments to Pierce County

Plan Organization



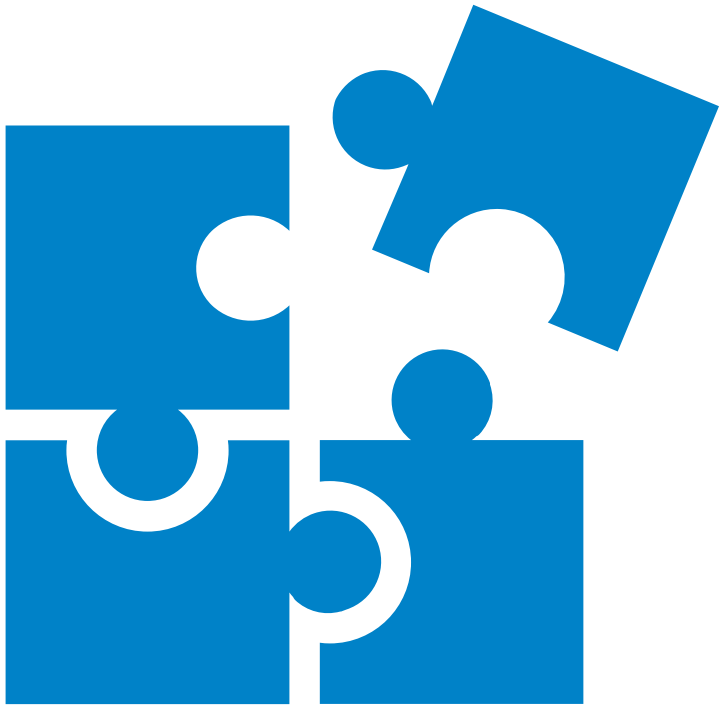
There are 23 appendices to support the information contained in this plan.

- Chapter 1: Administration
- Chapter 2: The Planning Area
- Chapter 3: Public Outreach
- Chapter 4: Waste Reduction
- Chapter 5: Recycling
- Chapter 6: Organics Management
- Chapter 7: Moderate Risk Waste
- Chapter 8: Miscellaneous Waste Streams
- Chapter 9: Solid Waste Collection
- Chapter 10: Transfer and Disposal

Plan Overview | Relationship to Other Plans

Pierce County

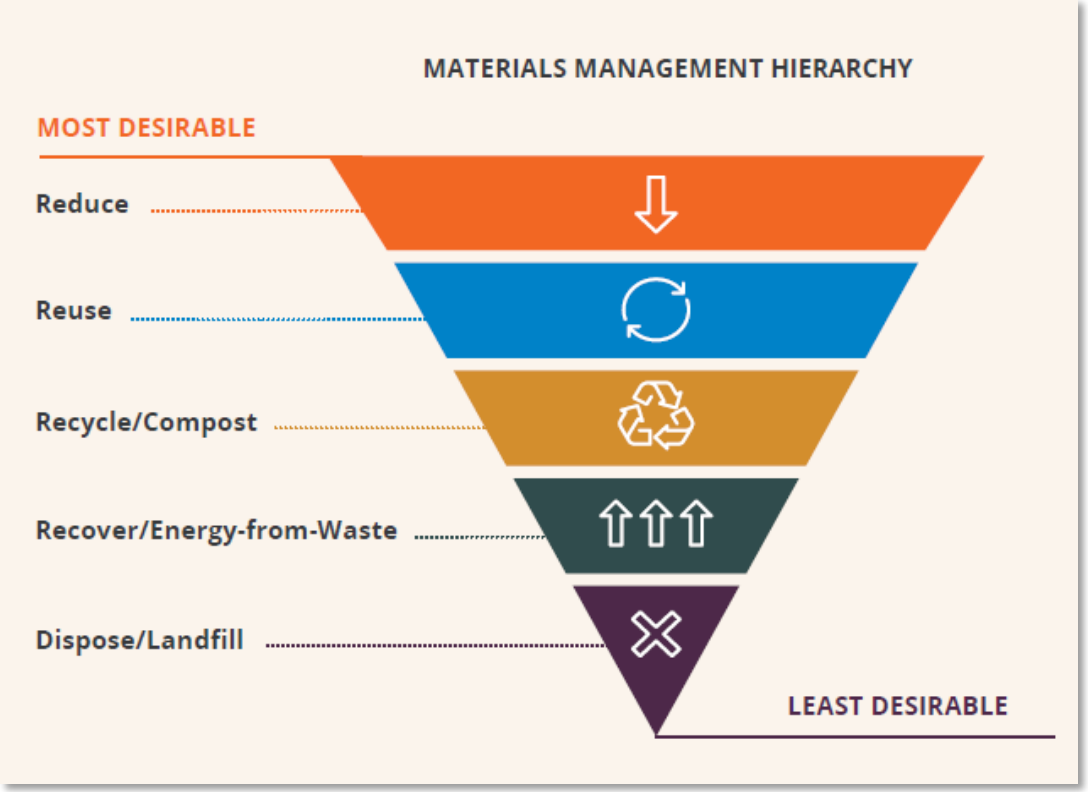
- Washington State Department of Ecology
  - Solid and Hazardous Waste Plan: Moving WA Beyond Waste and Toxics
    - Currently being updated
- Pierce County
  - Comprehensive Plan
  - Sustainability 2030: Pierce County's Greenhouse Gas Reduction Plan
- City of Tacoma
  - Tacoma Environmental Action Plan 2016
  - Tacoma's Sustainable Materials Management Plan
- Tacoma-Pierce County Health Department
  - Communities of Focus Strategy



Plan Overview | Emerging Issues

Pierce County

- Waste Reduction
- Extended Producer Responsibility
- Climate Change
- Food Waste
- Statewide Legislation: plastic bag ban
- Improving Equitable Outcomes



Plan Overview | Goals & Objectives

Pierce County

Sustainability Goal:	Resources Goal:	Communication and Education Goal:	Partnerships Goal:	System and Infrastructure Goal:
Implement economically feasible and sustainable waste management practices.	Identify fiscally responsible, self-sustaining funding and other resources for an integrated SHWM system.	Empower communities to help transform our solid and hazardous waste management system through inclusive collaboration, accessible communication and meaningful education.	Foster strong working relationships among the agencies and partners responsible for managing the solid and hazardous waste system.	Provide the infrastructure and other resources to meet our growing solid waste needs.
S1:	**R1:**	**CE1:**	**P1:**	**SI1:**
Reduce waste and improve recycling effectiveness.	Develop plans for securing adequate funding and resources to build, operate and maintain a solid and hazardous waste management system for the next 20 years.	Proactively engage and collaborate with impacted stakeholders (including businesses, residents, and agencies) to make informed decisions and improve our recycling and solid waste system.	Support collaboration and coordination across key partners, stakeholders and community members in Pierce County.	Regularly assess and identify future system expansion needs, improve services and address impacts.
S2:		**CE2:**		**SI2:**
Protect the environment and human health by reducing GHG emissions and delivering solid waste services.	**R2:**	Ensure any communications regarding the solid waste management system are clear and accessible to all people.		Collaborate with LRI to determine where new facilities are needed and how these facilities could be developed.
S3:	Develop systems and strategies for prioritizing what services should be provided, how they are to be funded and resourced, for recognizing and responding quickly to rising costs due to unforeseen conditions.	**CE3:**		
Make the solid and hazardous waste system more accessible and equitable for all Pierce County customers.		Establish meaningful topics of education that enable participants to better understand and engage in the solid and hazardous waste system.		

Plan Overview |Actions Implementation

Pierce County

There are 32 action items identified in the plan

Actions	Chapter	Timing	Objective	Agency Leads and Partners

The following table identifies recommended actions documented throughout the plan's chapters, including their anticipated implementation schedule and lead agency. Each action fits within our framework of goals, as indicated by the related plan objective. Each action is deemed an important step toward achieving successful implementation and advancing the principles embodied in the plan's vision: to improve outcomes for social and racial equity, prevent pollution, and promote resilience in the face of changing conditions. Recommended actions are contingent on funding.

Timing	Short-term	2021-2022
	Mid-term	2022-2025
	Long-term	2025+

Plan Overview | Actions Implementation

Pierce County

Actions	Chapter	Timing	Objective	Agency Leads and Partners
Assess funding, including current funding sources, grants, rates and fees, for different areas of the system on an annual basis to recommend potential improvements.	Administration	Short and ongoing	R1	Pierce County City of Tacoma
Explore potential EPR legislation to ensure it works for Pierce County.	Administration	Mid	R1	Pierce County City of Tacoma Contract partners
Convene a stakeholder roundtable to conduct periodic reporting, review and discussion of system waste stream trends; identify additional actions and improvements for services; address adjustments for system or market conditions; and perform resource planning.	Administration	Short and ongoing	R2	Pierce County City of Tacoma Contract partners
Employ Pierce County measurement tool to evaluate, compare and inform decisions on priority projects and programs; update to include GHG, equity, and other criteria.	Administration	Short and ongoing	R2	Pierce County
Actively recruit Solid Waste Advisory Committee (SWAC) members to ensure broader representation, particularly from Black, Indigenous and people of color (BIPOC), low-income, and other underrepresented communities.	Administration	Short and ongoing	P1	Pierce County
Develop, recommend, and promote a discounted garbage rate or a more equitable community cleanup program by 2022.	Administration	Short and ongoing	S3	Pierce County

Plan Overview | Actions Implementation

Pierce County

Actions	Chapter	Timing	Objective	Agency Leads and Partners
Regularly evaluate outreach programs for effectiveness using both quantitative (e.g., website visitors, number of mailed materials, surveys) and qualitative (e.g., interviews, storytelling) data.	Public Outreach	Short and ongoing	CE1	Pierce County City of Tacoma Tacoma-Pierce County Health Department
Expand technical assistance through education and resources to multi-family customers and large-volume-generating commercial customers.	Public Outreach	Short and ongoing	CE1	Pierce County City of Tacoma
Engage with and invest in underrepresented and underserved communities. Partner with other public, private, and non-profit entities as appropriate to reach multicultural communities.	Public Education	Short and ongoing	CE1	Pierce County City of Tacoma
Explore new techniques to reach targeted audiences and obtain public input.	Public Outreach	Short and ongoing	CE2	Pierce County City of Tacoma
Develop targeted campaigns to promote waste reduction, recycling materials with the highest GHG reduction impact and keeping recyclable materials out of the landfill.	Public Outreach	Short and ongoing	CE3	Pierce County City of Tacoma
Support legislation at the state-level (e.g., legislative agenda for council) that promotes packaging with the lowest lifecycle GHG emissions.	Waste Reduction	Mid	S2	Pierce County
Develop new metrics by 2025 that prioritize GHG emissions reduction rather than diversion tonnage (recycling diverted from the waste stream going to the landfill).	Recycling	Mid	S2	Pierce County
Support and promote industrial symbiosis (waste produced from one industry as raw materials can be used in another industry) efforts throughout Pierce County.	Recycling	Mid	SI1	Pierce County
Increase commercial recycling participation by improving the current business technical assistance program.	Recycling	Mid	SI1	Pierce County

Plan Overview | Actions Implementation

Pierce County

Actions	Chapter	Timing	Objective	Agency Leads and Partners
Determine options and recommendations, including GHG analysis, for residential and commercial food waste subsidies, fees, and disposal.	Organics	Mid	SI1	Pierce County City of Tacoma Contract partners
Review and adopt system and infrastructure best practices once the Washington State Food Waste Reduction Plan/Use Food Well Plan is released.	Organics	Short	SI1	Pierce County City of Tacoma
Maximize the amount of GHG captured at the LRI landfill.	Organics	Mid	S2	Pierce County Contract partners
Survey Moderate Risk Waste (MRW) customers and businesses on service and needs.	Moderate Risk Waste	Short, mid, and ongoing	S3	Tacoma-Pierce County Health Department
Actively promote EPR programs at MRW facilities.	Moderate Risk Waste	Short, mid, and ongoing	S3	Tacoma-Pierce County Health Department Pierce County City of Tacoma Contract partners
Ensure annual waste trends analysis identifies and classifies MRW making it to landfill.	Moderate Risk Waste	Short and ongoing	S3	Tacoma-Pierce County Health Department Pierce County
Review scope and scale of regional MRW programs and services.	Moderate Risk Waste	Mid, and ongoing	S3	Tacoma-Pierce County Health Department
Review regional MRW funding and funding sources.	Moderate Risk Waste	Mid	R1	Tacoma-Pierce County Health Department
Continue to implement education programs and develop new resources to educate residents and businesses on toxic reduction and MRWs, including a potential standalone website for Pierce County Hazardous Waste Program.	Moderate Risk Waste	Short, mid, and ongoing	CE3	Tacoma-Pierce County Health Department

Plan Overview | Actions Implementation

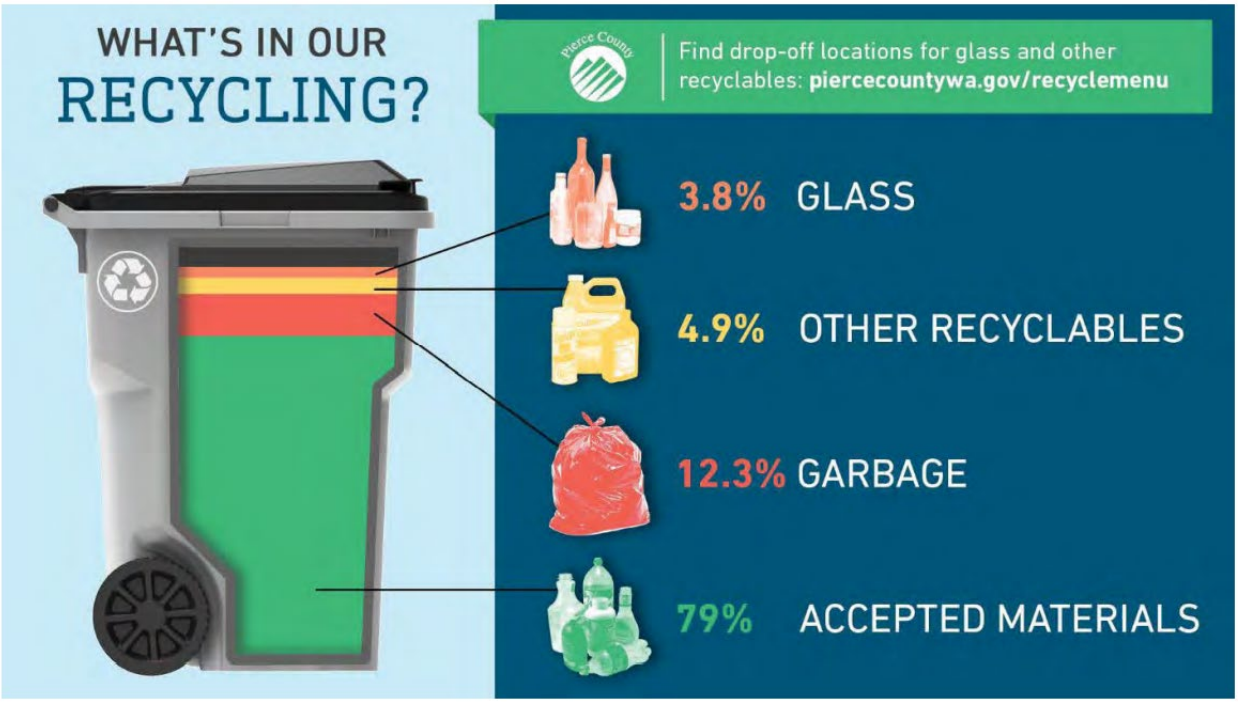
Pierce County

Actions	Chapter	Timing	Objective	Agency Leads and Partners
Continue to track and support federal, state and local legislation that reduces use of toxic materials and supports EPR initiatives.	Moderate Risk Waste	Short and ongoing	P1	Tacoma-Pierce County Health Department
Promote salvage, reuse, and recycling of construction and demolition debris (major contributor to GHG emissions in the solid waste management system).	Miscellaneous Waste Streams	Short and ongoing	S2	Pierce County
Develop a plan (including tasks and an implementation timeline) by 2025 for lowest GHG collection, disposal, and transport of Miscellaneous Solid Waste (MSW) in collaboration with contract partners.	Collection	Mid	S2	Pierce County City of Tacoma Contract partners
Work with Pierce County and municipal partners to integrate hauler review through design review processes and design standards to improve hauler access to solid waste facilities at commercial and multifamily properties.	Collection	Short and ongoing	SI1	Pierce County City of Tacoma
Research community needs, conduct policy analysis and report findings to inform a recommendation for level of service ordinance for multi-family residences by 2023.	Collection	Mid	S3	Pierce County
Meet at least twice annually to evaluate options and preferred strategies for planning and developing infrastructure for the transport and disposal of waste after the closure of the LRI County landfill at LRI landfill.	Transfer and Disposal	Mid	SI2	Pierce County City of Tacoma
Work together to divert waste by rail to maximize the landfill's life.	Transfer and Disposal	Mid and long	SI2	Pierce County Contract partners
Evaluate options to meet transfer station capacity across Pierce County.	Transfer and Disposal	Mid	SI1	Pierce County Contract partners

Appendices | Contamination Reduction and Outreach Plan (CROP)

Pierce County

- State Legislation:
  - RCW 70A.205.045(10) - Counties with a population of more than 25,000 must include a CROP in their local SWMP. Local governments can either adopt the State CROP or create their own. Pierce County has chosen to create its own.
- Purpose of the CROP:
  - Identify and plan for appropriate community outreach education, and engagement strategies to reduce contamination and help optimize Pierce County's recycling system.



Appendices | CROP

Pierce County

- CROP Requirements:
  - A list of actions to reduce contamination in existing recycling programs for single family and multifamily residences, commercial locations, and drop boxes.
  - A list of key contaminants identified by the jurisdiction or Ecology.
  - A discussion of problem contaminants and their impact on the collection system.
  - An analysis of the costs and other impacts on the recycling system from contamination.
  - An implementation schedule and details on conducting outreach. Contamination reduction outreach may include sharing community-wide messaging through newsletters, articles, mailers, social media, websites, community events, educating drop box customers about contamination, and improving signage.

Next Steps| County & State Process

Pierce County

- **March 2022**: SHWMP in front of Pierce County Council
- **April - May:** Pierce County Council adopts final SHWMP
- **May-June:** All cities and towns have 30 days to adopt final SHWMP
- **June-July:** Ecology will have 45 days to review the final version of the SHWMP.

Questions?

Ryan Dicks, Sustainable Resources Administrator

Planning & Public Works

Ryan.dicks@piercecountywa.gov | 253-798-8603

City of Gig Harbor
City Council Meeting Agenda Bill

Meeting Date: March 28, 2022

SUBJECT: Gig Harbor Sports Complex Phase 1B Design, Permitting, and Bid Support-Professional Services Contract

PURPOSE & RECOMMENDATION: The purpose of this agenda bill is to provide a Professional Services Contract with BCRA, for the Gig Harbor Sports Complex Phase 1B Design and Permitting project. Staff has reviewed the Scope and Fee and recommend approval of the contract.

SUGGESTED MOTION: Authorize the Mayor to execute a Professional Services Contract with BCRA in an amount not to exceed $ 599,451

SUBMITTED BY: Aaron Hulst, PE Senior Engineer
DEPARTMENT: Public Works/Engineering **PHONE:** 253-853-7620

BACKGROUND INFORMATION: The City has been proceeding with developing a sports complex in Gig Harbor North since the City acquired park land in this area in 2011. The City has developed a series of master plans for the sports complex and the scope of the complex increased until 2018 when the project developed into the phased development of what we have today.

The current project phase consists of multiple sub-phases that are interrelated but not equivalent. The YMCA will proceed with the Phase 1A project, which consists of two artificial turf fields with associated lighting and parking and is funded in part with the City's previously awarded legislative grant and an RCO grant. Phase 1B is the City's portion of the complex and includes pickleball, bocce ball, playgrounds, two pavilions/shelters, a restroom and concessions building, an event/performance stage, and a natural turf open space event lawn.

The design and permitting effort for Phase 1B is scheduled to be completed in 2022 with construction beginning early in 2023. The sports complex master plan also identifies a Phase 1C project that will add parking and an accessway to the west of the YMCA parcel.

DISCUSSION: The proposed scope and fee will provide the City with a fully designed and permitted set of bidding documents for construction of the Gig Harbor Sports Complex 1B project.

There are a number of tasks included in the scope that were not originally anticipated for the project. These additional scoped tasks include a complete tree survey and binding site plan for all nine of the sports complex parcels identified in the master plan. The proposed scope will also include design for a new looped watermain that will cross the site and connect from McCormick Creek Drive to Harbor Hill Drive.

FISCAL CONSIDERATION: The 2022 Budget allocated $1,000,000 for the Gig Harbor Sports Complex Phase 1B project. The project has been awarded a $500,000 Land and Water Conservation Fund (LWCF) grant for design and construction, however, the grant funding agreement is currently being delayed at the Federal level. We expect to receive these funds in the near future. The City also ranked well for a $500,000 Washington Wildlife and Recreation Program (WWRP) grant for design and construction but, due to lack of funding, this grant was not awarded to the City. However, the City may still be eligible for this grant if another project that was awarded the funding does not move forward. Local funds total $600,000 for this project, with $400,000 from the Hospital Benefit Zone (HBZ) and $200,000 park impact fees.

2022 Expense Summary:

Design and Permitting	$600,000
Construction (Contract/Testing/Change Order Authority)	$400,000
Total	$1,000,000

2022 Funding Summary:

RCO WWRP Grant (amount assigned to design/permitting)	$200,000
RCO LWCF Grant (amount assigned to design/permitting)	$200,000
Hospital Benefit Zone Funds	$400,000
Park Impact Fees	$200,000
Total	$1,000,000

Expenditure Required: $ 599,451	Amount Budgeted: $ 1,000,000	Appropriation Required: $ 0

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: N/A

ATTACHMENTS: Professional Services Contract including BCRA Scope and Fee

REVIEWED BY:

☒ Mayor
☒ City Administrator
☒ City Attorney
☒ Finance Director
☒ Department Head

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

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

RECITALS

WHEREAS, the City is presently engaged in Gig Harbor Sports Complex Phase 1B design, permitting, and bid support 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 Five Hundred Ninety-nine Thousand Four Hundred Fifty-one Dollars and Zero Cents ($599,451.00) 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 **March 1, 2023**; 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. <u>Insurance</u>.

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

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

11. Records.

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

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

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

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

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

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

14. Resolution of Disputes and Governing Law.

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

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

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

CONSULTANT:	City of Gig Harbor
ATTN: Ben Dort, P.E.	ATTN: Aaron Hulst, P.E.
BCRA, Inc.	City of Gig Harbor
2106 Pacific Ave, Ste 300	3510 Grandview Street
Tacoma, WA 98402	Gig Harbor, WA 98335
253-627-4367	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

DocuSigned by:
By: Ben Dort
400EC9ACCAEF40B...
Its: Principal

CITY OF GIG HARBOR

By:_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Daniel Kenny
DBAD3355F1F2425...
City Attorney

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Tacoma, WA 98402

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EXHIBIT A
SCOPE OF SERVICES

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PROJECT DESCRIPTION

BCRA and their team of subconsultants will provide site investigations and consulting services to design the Phase 1B improvements for the Gig Harbor Sports Complex. These improvements will include design of the following elements,

- Three bocce ball courts
- Six pickleball courts
- Playground suited for children ages 2-12
- Event lawn and covered stage
- Two picnic shelters
- Restroom/concessions building
- Utility services
- Watermain extension from Harbor Hill Drive to McCormick Creek Drive
- Associated parking and pedestrian paths, including connection to recently installed crossing of Harbor Hill Drive

The work will also include survey, including trees, on nine parcels, preparation of a binding site plan, and support related to the Development Agreement.

SCOPE OF SERVICES

Phase 01 – Project Management

Task C1 – Civil Engineering

The following activities will be performed:

1. Prepare Project Management Plan (PMP) discussing project goals, risks, communication, and changes.
2. Attend project kickoff meeting with City of Gig Harbor to review PMP.
3. Prepare subconsultant agreements and manage subconsultants.
4. Monitor and control scope, schedule, and budget.
5. Prepare monthly invoices and progress reports.

Meetings:

- *(1) PMP review meeting (virtual)*

Assumptions:

- *Project management will occur throughout each phase of the project*

Deliverables:

- *Executed contract (pdf)*
- *Project Management Plan (PMP) (pdf)*
- *Monthly invoices and progress reports (pdf)*

Phase 02 – Site Investigation

Task C1 – Civil Engineering

The following activities will be performed:

1. Coordinate with surveyor and geotechnical engineer to identify extent of investigations and review results.
2. Visit site to observe existing conditions within the portion of the site related to Phase 1B.

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Task XG1 – Geotechnical Engineering (Kleinfelder)

The following activities will be performed:

1. Site Reconnaissance and Utility Locating: Washington State Law requires that areas of subsurface exploration be marked in white paint prior to utility locates and that utility companies be given a minimum of two business days to mark utilities within the area. We will dispatch a Kleinfelder representative to mark the planned test pit locations and perform site reconnaissance at least one week before our field exploration. We will notify the One-Call utility locate service at least three business days prior to excavation. Test pit locations will be estimated by pacing and taping distances from site features, or by use of handheld GPS, and will be approximate. In addition to the public utility locating described above, we will contract a private utility locating company to perform conductible utility locating services at our proposed exploration locations.
2. Field Exploration: We propose to explore soil conditions across the site by means of up to eight (8) test pit explorations advanced up to depths of about 10 feet, or practical refusal, whichever is shallower. We will subcontract a local excavation contractor to mobilize to the site and excavate the test pits with a small track mounted excavator. Our explorations will be performed and logged under the full-time observation of Kleinfelder staff, who will collect samples from each soil type or unit encountered during the excavation for further examination and testing in our Redmond, Washington laboratory. In addition to submitting select samples to evaluate the soil's geotechnical properties, additional samples will be submitted to evaluate the soil's grain size distribution and estimate infiltration rates based on guidance provided in Volume III of The City of Gig Harbor's Stormwater Management and Site Development Manual. We will attempt to minimize disturbance to the site; however, because the site is heavily forested disturbance is unavoidable. Based on our discussions with the City, we understand disturbing trees and vegetation is acceptable, and that no permits are required. If the excavation equipment is unable to operate in heavily forested areas, we may adjust exploration locations and/or elect to advance explorations using hand auger equipment.
3. Laboratory Testing: Geotechnical laboratory testing will be performed in accordance with ASTM Standards on selected samples. Laboratory tests will be conducted to provide data on the physical characteristics of the subsurface soils for engineering studies and analysis. Laboratory tests are anticipated to include natural water content, grain size distribution, and fines content via hydrometer analysis.
4. Analyses and Geotechnical Report: Based on the results of our site reconnaissance, subsurface exploration, and laboratory testing, we will perform engineering analyses and prepare a geotechnical report that presents the following:
    a. A description of the proposed project;
    b. A site plan drawn to scale showing the approximate exploration locations;
    c. Logs of the explorations;
    d. Laboratory test results;
    e. The geologic setting of the site, impact of the site geologic conditions to the project and potential hazards to the proposed construction as well as means to mitigate such hazards;
    f. A summary of subsurface soil and groundwater conditions as observed during fieldwork;
    g. Earthwork recommendations including site and subgrade preparation, structural fill, and wet weather earthwork;
    h. Evaluation of on-site soils for reuse as structural fill;
    i. Design and construction recommendations for the structure foundations including frost depths, bearing capacity, and settlement;
    j. Slab-on-grade floor recommendations in including subgrade preparation and aggregate base;

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k. A summary of our infiltration evaluation, including grain size methods, and if performed, PITs;
l. Drainage recommendations for low impact development, potentially including permeable pavement, bioretention, or manufactured units
m. Seismic site classification in accordance with the 2018 IBC;
n. Recommended lateral earth pressure parameters for design of retaining walls, if applicable; and,
o. Pavement recommendations for flexible and rigid pavements for both standard and heavy-duty loading.

5. Meetings and Project Management: We anticipate providing a total of 8 hours of engineer and project manager time for emails, telephone calls, meetings and consultation with BCRA and the City, coordination and discussion with other consultants, and project management.

<u>Task XG2 – Infiltration Testing (Kleinfelder)</u>
The following activities will be performed:

1. Infiltration Testing: After completing Task XG1, we will consult with BCRA and the City to determine if infiltration testing should be performed. If the City elects to include infiltration testing, this scope will include performing two small-scale PITs within the location(s) of the proposed LID elements. We have budgeted for a single day to perform two concurrent tests with a maximum 10 hours of on-site testing time for one Kleinfelder staff member and our sub-contractor to be on-site for excavation, infiltration setup and testing, excavation below the bottom of the infiltration test pit, and backfilling the test pit. Infiltration testing will be performed in general accordance with procedures outlined in the 2014 Ecology Stormwater Management Manual for Western Washington, though soak times will be reduced since tests are anticipated to be performed in March or April following significant wet weather. We will attempt to minimize disturbance to the site; however, because the site is heavily forested disturbance is unavoidable. Based on our discussions with the City, we understand disturbing trees and vegetation is acceptable, and that no permits are required. If the excavation equipment is unable to operate in heavily forested areas, we may adjust exploration locations and/or elect to advance explorations using hand auger equipment.

<u>Task XV1 – Survey (Lanktree Surveying)</u>
The following activities will be performed:

1. Boundary Survey: Lanktree Land Surveying, Inc. will complete a Boundary Survey of the property based on a title report that you provide. The Boundary Survey will be based on NAD83 horizontal datum, as required by the primary reviewing jurisdiction. We will plot easements according to the title report. We will survey and map any observable perimeter occupational indicators.
2. Topographic Survey: Lanktree Land Surveying, Inc. will survey the topography and observable improvements on the on-site property outlined on the attached exhibit, plus the full right-of-way width of adjoining roads. We will also survey the locations of existing trees in accordance with primary reviewing jurisdiction requirements. Marking placed by subconsultants prior to the start of the survey will be located, e.g., wetland flags, soil test pits, and septic test pits. The Topographic Survey will be prepared using NAVD88 vertical datum as required by the primary reviewing jurisdiction, and will show all spot elevations, breaks-in-grade, and a 1-foot contour interval in sufficient detail for your engineer, planner, and subconsultants to determine slope gradients as may be required by the primary reviewing jurisdiction. Items buried or obscured by heavy vegetation may not be located due to their existence being hidden. All visible, above

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ground utilities will be shown, as well as any reference paint marks for underground utilities. Invert elevations will be provided where possible. The topographic survey will be prepared on AutoCAD format and a hard copy provided.

3. Utility Locates: Lanktree Land Surveying, Inc. will contact the private utility locate company and coordinate the locating of the underground utilities prior to commencement of the survey. The locate company will locate conductible utilities. Wet utilities not observable from the surface will require a more detailed locate using different technology and is not part of this proposal.

Meetings:

- *None anticipated*

Assumptions:

- *Information contained within CAD file from AHBL can be deemed reliable and used for the purpose of this survey for supplementation.*
- *The survey of existing trees will include their general species and diameter at breast height (DBH) but will exclude full analysis of or recommendations regarding their health.*
- *Consultant team will obtain title reports for the preparation of the Binding Site Plan (BSP). Expenses for the obtaining of the BSP are included as reimbursable expenses.*
- *Right of entry and unrestricted access to all locations for survey and explorations will be provided as necessary.*
- *Portions of the site are not fully accessible to a track-mounted excavator without disturbance and some tree damage; permits are not required.*
- *Explorations will be backfilled with excavated material. Excess material will be scattered and remain on site. Surface restoration is not included in our services.*
- *Infiltration testing, as described in Task XG2, will be limited to two small-scale PITs. Groundwater monitoring wells and modeling are not included.*

Deliverables:

- *Topographic and Boundary Survey (AutoCAD dwg and pdf)*
- *Draft and Final Geotechnical Engineering Report (pdf)*

Phase 03 – Development Agreement Support

<u>Task C1 – Civil Engineering</u>

The following activities will be performed:

1. Attend one meeting for review of the Development Agreement.
2. Prepare up to two exhibits to support the Development Agreement.

Meetings:

- *(1) Meeting to review Development Agreement (in-person)*

Assumptions:

- *The Development Agreement will be crafted and coordinated with the City of Gig Harbor by the client, support of this effort by the consultant will be limited to the items listed in the scope.*

Deliverables:

- *Development Agreement Exhibits (hard copy)*

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Phase 04 – Land-Use and Environmental Permitting

Task A1 – Architecture

1. Submit documents for City of Gig Harbor Design Review – attend one board meeting.
2. Resubmit documents as required to respond to Design Review comments.

Task C1 – Civil Engineering

The following activities will be performed:

1. Coordinate with property owners included in Binding Site Plan.
2. Prepare and submit Binding Site Plan application to City of Gig Harbor.
3. Prepare and submit Major Site Plan application to City of Gig Harbor.
4. Submit Alternative Landscape Plan, if needed.
5. Prepare and submit SEPA checklist to City of Gig Harbor.
6. Coordinate with City of Gig Harbor staff for SEPA determination.
7. Prepare a comment response letter to be included with the SEPA resubmission.

Task XV1 – Survey (Lanktree Surveying)

The following activities will be performed:

1. 1-Phase Binding Site Plan Plat: We will prepare the survey map and lot closure documents in accordance with the primary reviewing jurisdiction's drawing requirements and submit to client and/or project manager for their review and submittal to the reviewing jurisdiction.

Meetings:

- *(1) Design Review Board meeting (in-person)*

Assumptions:

- *Phase 1 ESA was completed in 2017 and concluded that the project does not result in any Recognized Environmental Conditions (RECs).*
- *Project has been found to be categorically exempt from NEPA process.*
- *City of Gig Harbor will be the SEPA lead agency.*
- *Public hearings related to the Binding Site Plan and/or the Major Site Plan are not included in this scope as they will only be required on appeal of the land use permit decision.*

Deliverables:

- *SEPA Checklist (pdf)*
- *Draft and Final Binding Site Plan Application package (pdf)*
- *Major Site Plan Application package (pdf)*
- *Design Review Application package (pdf)*
- *Comment response letter (pdf)*

Phase 10 – 30% Design

Task A1 – Architecture

1. Prepare 30% Design drawings including:
   a. Floor Plan (3 sheets)
   b. Elevations (3 sheets)
   c. Schematic wall section detail (3 sheets)
   d. Color and materials palette
   e. Sign plan
   f. Light fixtures

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2. Attend pre-application meeting with City of Gig Harbor staff.
3. Coordinate with cost estimator to update Opinion of Probable Cost (OPC).
4. Update 30% Design drawings based on quality control review comments.

Task C1 – Civil Engineering

The following activities will be performed:

1. Prepare 30% Design drawings including:
   a. Cover Sheet
   b. Existing Conditions Plan (3 sheets)
   c. Site and Surfacing Plan (2 sheets)
   d. Grading, Drainage, and Utility Plan (3 sheets)
   e. Construction Details (2 sheets)
2. Coordinate with Phase 1A design team regarding conceptual grading of 1A/1B interface.
3. Attend pre-application meeting with City of Gig Harbor staff.
4. Attend initial public meeting regarding playground design.
5. Prepare Preliminary Stormwater Site Plan.
   a. Develop stormwater models to verify the adequacy of the regional stormwater management facilities to handle the proposed improvements.
   b. Evaluate the feasibility of low impact development measures to provide additional, non-code required, stormwater management onsite.
6. Coordinate with cost estimator to prepare OPC.
7. Perform quality control review of 30% documents and revise documents to address comments.
8. Coordinate with utility purveyors for utility extensions, adjustments, and impacts.
9. Attend 30% design review meeting with City of Gig Harbor staff.

Task L1 – Landscape Architecture (BCRA)

The following activities will be performed:

1. Prepare 30% Design drawings including:
   a. Material and Layout Plan (2 sheets)
   b. Planting Plan (3 sheets)
2. Attend pre-application meeting with City of Gig Harbor staff.
3. Prepare Alternative Landscape Plan documentation, if required.
4. Lead initial public meeting regarding playground design.
5. Develop (2) options for playground conceptual layout, including concept grading.
6. Prepare materials for initial public meeting regarding playground design.
7. Coordinate with cost estimator to prepare OPC.
8. Update 30% Design drawings based on quality control review comments.
9. Attend 30% design review meeting with City of Gig Harbor staff.

Task S1 – Structural Engineering

The following activities will be performed:

1. Determine Structural Design Criteria.
2. Evaluate and Confirm Structural materials and systems, coordinate with Architectural 30% design drawings.

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Task XL1 – Landscape Architecture (Nakano)

The following activities will be performed:

1. Prepare select portions of the 30% Design drawings including:
    a. Irrigation Plan (2 sheets)
2. Provide design support in the development (2) options for playground conceptual layout.
3. Provide design and production support in the preparation of materials for initial public meeting.
4. Attend initial public meeting regarding playground design.
5. Provide design support for site layout and planting focusing on placemaking.

Task XO1 – Cost Estimating (Bill Acker)

The following activities will be performed:

1. Prepare OPC for the proposed improvements based on the 30% design drawings.

Task XT1 – Illumination Design, Traffic Analysis, & Dry Utility Service Coordination (PH Consulting)

The following activities will be performed:

1. Prepare 30% Design drawings including:
    a. Site Illumination Plan and Photometric Analysis (2 sheets)
    b. Coordinate with cost estimator to prepare OPC.
    c. Update 30% Design drawings based on comments received from City of Gig Harbor staff.
2. Prepare Draft Traffic Impact Analysis (TIA) Memorandum including:
    a. Evaluation of Existing TIA and Existing Site Conditions
    b. Proposed Site Trip Generation Analysis
3. Perform Dry Utility Service Coordination
    a. Coordination with Peninsula Light Company (PLC)
    b. Coordination with Phase 1A Team for Design Service Load Needs
    c. Preparation of 30% Site Dry Utility Service Plan (1 Sheet) including:
        i. Primary Electrical Service Feed from PLC to Transformer
        ii. Transformer Pad Location
        iii. Site Service/Meter Location
        iv. Secondary service layout for Restroom/Concessions
        v. Other Site Utilities, amenities, for reference/conflict analysis.
    d. Coordinate with cost estimator to prepare OPC.
    e. Update 30% Dry Utility Service Plan based on comments received from PLC, Phase 1A Team, and City of Gig Harbor staff.

Meetings:

- *(1) Initial public meeting to review playground design (in-person)*
- *(1) Pre-application meeting with City staff (in-person)*
- *(1) 30% design review meeting with City staff (in-person)*
- *(4) Biweekly progress call between City of Gig Harbor and BCRA project manager (virtual)*

Assumptions:

- *Scope of the public meeting will be limited to the design of the playground.*
- *Notification for the initial public meeting will be performed by Gig Harbor communications staff. No formal noticing of specific individual property owners is anticipated.*
- *Proposed Site Development is consistent with existing Traffic Analysis and will not trigger additional impacts analysis. If during evaluation of existing TIA, it is determined that the proposed site*

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development project exceed the trip impact threshold of the original TIA assumptions then a supplement to scope and fee will need to be approved prior to moving forward with additional analysis. Coordination of potential offsite improvements with cost estimator to develop OPC is not included in this scope.

- *Natural gas service coordination, telecom service coordination, and public wi-fi design services are not included in this task. If determined to be needed for site development, a task supplement will be required.*
- *30% plans will be on sheet size 22"x34" with a plan view scale of 1" =10'.*

Deliverables:

- *Initial public meeting materials (hard copy)*
- *30% plans (CAD and pdf)*
- *30% OPC (pdf)*
- *Draft TIA (pdf)*
- *Draft Photometric Analysis Memorandum (pdf)*
- *Meeting agendas and notes*
- *Copies of QC report will be available upon request*

Phase 20 – 60% Design

Task A1 – Architecture

The following activities will be performed:

1. Prepare 60% Design drawings including:
   a. Floor Plan (3 sheets)
   b. Roof Plans (3 sheets)
   c. Elevations (3 sheets)
   d. Construction Details (3 sheets)
   e. Schedules – finishes, door/frame assemblies
2. Coordinate with cost estimator to update OPC.
3. Update 60% Design drawings based on quality control review comments.
4. Coordinate with City of Gig Harbor to determine Bid Alternates or Bid Additives.
5. Update 60% Design drawings based on comments received from City of Gig Harbor staff.

Task C1 – Civil Engineering

The following activities will be performed:

1. Prepare 60% Design drawings including:
   a. Cover Sheet
   b. Existing Conditions Plan (3 sheets)
   c. Site Preparation Plan (3 sheets)
   d. Tree Retention Plan (3 sheets)
   e. Site and Surfacing Plan (2 sheets)
   f. Grading, Drainage, and Utility Plan (2 sheets)
   g. Water Main Plan and Profile (3 sheets)
   h. Construction Details (2 sheets)
2. Coordinate with Phase 1A design team regarding 1A/1B interface.
3. Attend final public meeting regarding playground design.
4. Prepare Preliminary Stormwater Site Plan.

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   a. Refine stormwater models to verify the adequacy of the regional stormwater management facilities to handle the proposed improvements.
5. Coordinate with cost estimator to update OPC.
6. Perform quality control review of 60% documents and revise documents to address comments.
7. Coordinate with City of Gig Harbor to determine Bid Alternates or Bid Additives.
8. Coordinate with utility purveyors for utility extensions, adjustments, and impacts.
9. Attend 60% design review meeting with City of Gig Harbor staff.
10. Update 60% Design drawings based on comments received from City of Gig Harbor staff.
11. Submit 60% plans to the Recreation and Conservation Office (RCO) for review.

<u>Task L1 – Landscape Architecture (BCRA)</u>
The following activities will be performed:
1. Prepare materials for final public meeting regarding playground design.
2. Prepare 60% Design drawings including:
   a. Material and Layout Plan (2 sheets)
   b. Planting Plan (3 sheets)
   c. Construction Details (3 sheets)
3. Lead final public meeting regarding playground design.
4. Coordinate with cost estimator to update OPC.
5. Update 60% Design drawings based on quality control review comments.
6. Provide colorized plan view rendering of project for use by Gig Harbor City Council.
7. Coordinate with City of Gig Harbor to determine Bid Alternates or Bid Additives.
8. Attend 60% design review meeting with City of Gig Harbor staff.
9. Update 60% Design drawings based on comments received from City of Gig Harbor staff.

<u>Task S1 – Structural Engineering</u>
The following activities will be performed:
1. Prepare 60% Design drawings including:
   a. General notes, Inspections and Design Criteria
   b. Foundation Plans (3 sheets)
      i. (2) Identical 16x20 Picnic Shelters, with steel columns and wood roof framing
      ii. (1) Performance Shelter: Mid-level design complexity with steel columns, steel connections and wood roof framing
      iii. Restroom/Concession Stand, CMU with Wood or Steel roof framing
   c. Roof Framing Plans (3 sheets)
      i. (2) Identical 16x20 Picnic Shelters, with steel columns and wood roof framing
      ii. (1) Performance Shelter: Mid-level design with steel columns, steel connections and wood roof framing
      iii. Restroom/Concession Stand, CMU with Wood or Steel roof framing
   d. Typical Details and project specific details
2. Coordinate with cost estimator to update OPC.
3. Perform quality control review of 60% documents and revise documents to address comments.
4. Coordinate with City of Gig Harbor to determine Bid Alternates or Bid Additives.
5. Update 60% Design drawings based on comments received from the City of Gig Harbor Staff.

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Task XL1 – Landscape Architecture (Nakano)
The following activities will be performed:

1. Provide design and production support in the preparation of materials for final public meeting.
2. Prepare select portions of the 60% Design drawings including:
   a. Irrigation Plan (2 sheets)
   b. Irrigation Details (1 sheet)
3. Provide design support for site layout and planting focusing on placemaking.

Task XM1 – MEP Engineering (BCE)
The following activities will be performed:

1. Prepare preliminary design drawings including;
   a. Mechanical Plans
   b. Plumbing Plans
   c. Electrical Plans
   d. Details, Diagrams, and Schedules
2. Prepare narrative for cost estimator.
3. Coordinate with cost estimator to update OPC.

Task XO1 – Cost Estimating (Bill Acker)
The following activities will be performed:

1. Prepare OPC for the proposed improvements based on the 60% design drawings.

Task XT1 – Illumination Design, Traffic Analysis, & Dry Utility Service Coordination (PH Consulting)
The following activities will be performed:

1. Prepare 60% Design drawings including:
   a. Site Illumination Plan and Photometric Analysis (2 sheets)
   b. Construction Details (2 sheets)
   c. Coordinate with cost estimator to update OPC.
   d. Update 60% Design drawings based on comments received from City of Gig Harbor staff.
2. Prepare Final Traffic Impact Analysis (TIA) Memorandum (by Supplement, if needed)
3. Perform Dry Utility Service Coordination
   a. Coordination with Peninsula Light Company (PLC)
      i. Prepare and submit Draft Electrical Service Application.
   b. Coordination with Phase 1A Team for Design Service Load Needs
   c. Preparation of 60% Site Dry Utility Service Plan (1 Sheet) including:
      i. Primary Electrical Service Feed from PLC to Transformer
      ii. Transformer Pad Location
      iii. Site Service/Meter Location
      iv. Secondary service layout for Restroom/Concessions
      v. Other Site Utilities, amenities, for reference/conflict analysis.
   d. Coordinate with cost estimator to update OPC.
   e. Update 60% Dry Utility Service Plan based on comments received from PLC, Phase 1A Team, and City of Gig Harbor staff.

Meetings:

- *(1) Final public meeting to review playground design (in-person)*

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- *(1) 60% design review meeting with City staff (in-person)*
- *(4) Biweekly progress call between City of Gig Harbor and BCRA project manager (virtual)*

Assumptions:

- *No significant changes to the design concept after the 30% design review will be required.*
- *Scope of the public meeting will be limited to the design of the playground.*
- *Notification for the final public meeting will be performed by Gig Harbor communications staff. No formal noticing of specific individual property owners is anticipated.*
- *Tree retention calculations will be based on the existing trees and the impact of the Phase 1A and Phase 1B projects and currently developed plans for future phases within the affected parcels. Advancing of design for any future phases is not included in this scope.*
- *60% plans will be on sheet size 22"x34" with a plan view scale of 1" =10'.*
    - *Tree retention plans will have a plan view scale of 1"=50'.*

Deliverables:

- *Final public meeting materials (hard copy)*
- *60% OPC (pdf)*
- *Final TIA (pdf)*
- *Final Photometric Analysis Memorandum (pdf)*
- *PLC Electrical Service Application (pdf)*
- *Meeting agendas and notes*
- *Copies of QC report will be available upon request*

Phase 30 – 90% Design

<u>Task A1 – Architecture</u>

The following activities will be performed:

1. Prepare 90% Design drawings including:
    a. Floor Plan (3 sheets)
    b. Reflected Ceiling plans (3 sheets)
    c. Roof Plans (3 sheets)
    d. Elevations (3 sheets)
    e. Interior Elevations (1 sheet)
    f. Construction Details (3 sheets)
    g. Schedules.
2. Coordinate with cost estimator to update OPC.
3. Update 90% Design drawings based on quality control review comments.
4. Update 90% Design drawings based on comments received from City of Gig Harbor staff.
5. Prepare permit applications for building permits, plumbing permits, and mechanical permits.

<u>Task C1 – Civil Engineering</u>

The following activities will be performed:

1. Prepare 90% Design drawings including:
    a. Cover Sheet
    b. Survey Control Plan (1)
    c. Existing Conditions Plan (3 sheets)
    d. Site Preparation Plan (3 sheets)
    e. Tree Retention Plan (3 sheets)

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   f. Site and Surfacing Plan (2 sheets)
   g. Grading, Drainage, and Utility Plan (2 sheets)
   h. Water Main Plan and Profile (3 sheets)
   i. Construction Details (3 sheets)
2. Finalize Stormwater Site Plan.
3. Prepare Stormwater Pollution Prevention Plan (SWPPP).
4. Prepare technical specifications.
5. Coordinate with cost estimator to update OPC.
6. Perform quality control review of 90% documents and revise documents to address comments
7. Coordinate with utility purveyors for utility extensions, adjustments, and impacts.
8. Attend 90% design review meeting with City of Gig Harbor staff.
9. Update 90% Design drawings based on comments received from City of Gig Harbor staff.
10. Prepare permit application and supporting documentation for Major Site Plan Review.
11. Submit 90% plans to the City of Gig Harbor for permit review.

<u>Task L1 – Landscape Architecture (BCRA)</u>
The following activities will be performed:

1. Prepare 90% Design drawings including:
   a. Material and Layout Plan (2 sheets)
   b. Planting Plan (3 sheets)
   c. Construction Details (6 sheets)
2. Coordinate with cost estimator to update OPC.
3. Prepare technical specifications.
4. Update 90% Design drawings based on quality control review comments.
5. Attend 90% design review meeting with City of Gig Harbor staff.
6. Update 90% Design drawings based on comments received from City of Gig Harbor staff.

<u>Task S1 – Structural Engineering</u>
The following activities will be performed:

1. Prepare 90% Design drawings including:
   a. General Notes, Inspections and Design Criteria
   b. Foundation Plans (3 sheets)
      i. (2) Identical 16x20 Picnic Shelters, with steel columns and wood roof framing
      ii. (1) Performance Shelter: Mid-level design complexity with steel columns, steel connections and wood roof framing
      iii. Restroom/Concession Stand, CMU with Wood or Steel roof framing
   c. Roof Framing Plans (3 sheets)
      i. (2) Identical 16x20 Picnic Shelters, with steel columns and wood roof framing
      ii. (1) Performance Shelter: Mid-level design with steel columns, steel connections and wood roof framing
      iii. Restroom/Concession Stand, CMU with Wood or Steel roof framing
2. Prepare Typical Details.
3. Coordinate with cost estimator to update OPC.
4. Update 90% Design drawings based on quality control review comments.
5. Update 90% Design drawings based on comments received from City of Gig Harbor staff.

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Task XL1 – Landscape Architecture (Nakano)

The following activities will be performed:

1. Prepare select portions of the 60% Design drawings including:
    a. Irrigation Plan (2 sheets)
    b. Irrigation Details (1 sheet)
2. Prepare select portions of the technical specifications related to the irrigation system.
3. Provide design support for site layout and planting focusing on placemaking.

Task XM1 – MEP Engineering (BCE)

The following activities will be performed:

1. Prepare 90% Design drawings for the restroom/concessions building including:
    a. Mechanical Plan (1 sheet)
        i. Heating, no cooling included
    b. Plumbing Plan (1 sheet)
        i. Domestic cold and hot water, waste, and venting to serve the plumbing fixtures interior to the building
        ii. Wall hydrants and hose bibs internal to the building
    c. Electrical Plan (1 sheet)
        i. Interior lighting, interior power, interior fire alarm
    d. Construction Details (1 sheet)
2. Coordinate with cost estimator to update OPC.
3. Update 90% Design drawings based on quality control review comments.
4. Update 90% Design drawings based on comments received from City of Gig Harbor staff.

Task XO1 – Cost Estimating (Bill Acker)

The following activities will be performed:

1. Prepare OPC for the proposed improvements based on the 90% design drawings.

Task XT1 – Illumination Design, Traffic Analysis, & Dry Utility Service Coordination (PH Consulting)

The following activities will be performed:

1. Prepare 90% Design drawings including:
    a. Site Illumination Plan and Photometric Analysis (2 sheets)
    b. Construction Details (2 sheets)
    c. Technical Specifications
    d. Coordinate with cost estimator to update OPC.
    e. Update 90% Design drawings based on comments received from City of Gig Harbor staff.
2. Perform Dry Utility Service Coordination
    a. Coordination with Peninsula Light Company (PLC)
        i. Prepare and submit Final Electrical Service Application
    b. Coordination with Phase 1A Team for Design Service Load Needs
    c. Preparation of 90% Site Dry Utility Service Plan (1 Sheet) including:
        i. Primary Electrical Service Feed from PLC to Transformer
        ii. Transformer Pad Location
        iii. Site Service/Meter Location
        iv. Secondary service layout for Restroom/Concessions
        v. Other Site Utilities, amenities, for reference/conflict analysis.

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d. Coordinate with cost estimator to update OPC.
e. Update 90% Dry Utility Service Plan based on comments received from PLC, Phase 1A Team, and City of Gig Harbor staff.

Meetings:

- *(1) 90% design review meeting with City staff (in-person)*
- *(4) Biweekly progress call between City of Gig Harbor and BCRA project manager (virtual)*

Assumptions:

- *City of Gig Harbor will provide front-end specifications.*
- *BCRA will provide technical specifications in CSI format.*
- *Final PLC Electrical Service Application (pdf)*
- *Comments received from the City of Gig Harbor will not significantly alter the design of the park beyond what was shown in the 60% design.*
- *90% plans will be on sheet size 22"x34" with a plan view scale of 1" =10'.*
    - *Tree retention plans will have a plan view scale of 1"=50'.*

Deliverables:

- *Permit documents including Applications, Drawings, and Reports (pdf)*
- *90% Technical Specifications (pdf)*
- *90% OPC (pdf)*
- *Meeting agendas and notes*
- *Copies of QC report will be available upon request*

Phase 40 – 100% PS&E

Task A1 – Architecture

The following activities will be performed:

1. Revise documents based on comments received from the City of Gig Harbor during building permit review.
2. Provide comment responses.
3. Finalize 100% plans, specifications, and estimate.

Task C1 – Civil Engineering

The following activities will be performed:

1. Coordinate with City staff for permit issuance.
2. Finalize 100% plans, specifications, and estimate.
3. Compile approved documents into "For Construction" set for bidding.

Task L1 – Landscape Architecture (BCRA)

The following activities will be performed:

1. Finalize 100% plans, specifications, and estimate.

Task S1 – Structural Engineering

The following activities will be performed:

1. Respond to building permit comments.
2. Update drawings and calculations based on permit comments.
3. Coordinate with other discipline responses.
4. Finalize 100% plans, specifications, and estimate.

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5. 12 hours have been included for Structural permitting tasks.

Task XL1 – Landscape Architecture (Nakano)
The following activities will be performed:
1. Finalize 100% irrigation plans, specifications, and estimate.

Task XM1 – MEP Engineering (BCE)
The following activities will be performed:
1. Revise documents based on comments received from the City of Gig Harbor during building permit review.
2. Provide comment responses.
3. Finalize 100% plans, specifications, and estimate.

Task XT1 – Illumination Design & Dry Utility Service Coordination (PH Consulting)
The following activities will be performed:
1. Perform Dry Utility Service Coordination.
   a. Coordination with Peninsula Light Company (PLC).
   b. Coordination with Phase 1A Team for Design Service Load Needs.
   c. Preparation of 100% Site Dry Utility Service Plan (1 Sheet) including:
      i. Primary Electrical Service Feed from PLC to Transformer
      ii. Transformer Pad Location
      iii. Site Service/Meter Location
      iv. Secondary service layout for Restroom/Concessions
      v. Other Site Utilities, amenities, for reference/conflict analysis
   d. Coordinate with cost estimator to update OPC.
2. Finalize 100% plans, specifications, and estimate.

Meetings:
- *None anticipated*

Assumptions:
- *One round of comments from the City of Gig Harbor will be received and responded to during the building permitting process.*
- *Permit comments for the civil construction and grading permits will be provided during the 30%, 60%, and 90% milestone reviews.*

Deliverables:
- *Comment response letter (pdf)*
- *Final Bid Plans, Specifications, and Estimate (pdf)*

Phase 45 – Bidding Support
Task A1 – Architecture
The following activities will be performed:
1. Attend pre-bid site walk.
2. Prepare responses to up to 4 bidder questions for inclusion in up to 2 bid addenda.

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Task C1 – Civil Engineering

The following activities will be performed:

1. Review and sign final compiled bid package from City of Gig Harbor prior to advertisement.
2. Attend pre-bid site walk.
3. Prepare and issue up to 2 bid addenda in response to up to 8 bidder questions.
4. Provide bid tabulation after bid opening.
5. Perform preliminary contractor checks after bid opening.

Task L1 – Landscape Architecture (BCRA)

The following activities will be performed:

1. Attend pre-bid site walk.
2. Prepare responses to up to 4 bidder questions for inclusion in up to 2 bid addenda.

Task XM1 – MEP Engineering (BCE)

The following activities will be performed:

1. Prepare responses to up to 2 bidder questions for inclusion in up to 1 bid addenda.

Task XT1 – Illumination & Dry Utilities (PH Consulting)

The following activities will be performed:

1. Attend pre-bid site walk.
2. Prepare responses to up to 4 bidder questions for inclusion in up to 2 bid addenda.

Meetings:

- *(1) Pre-bid site walk*

Assumptions:

- *City of Gig Harbor will run the bid process including advertisement and acting as the primary point of contact.*

Deliverables:

- *Bid questions responses, as required (pdf)*
- *Bid addenda documents, as required (pdf)*

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MANAGEMENT RESERVE

A total of $40,000 has been included in the fee estimate for this project to accommodate unforeseen project changes or additional design effort not included in this Scope of Services. At the time additional services are required, BCRA will provide a detailed scope of work and fee estimate. BCRA will not proceed with the work until the City of Gig Harbor has authorized the work and issued a notice to proceed.

PROJECT ASSUMPTIONS

- *Stormwater Site Plan will be in accordance with the 2001 Gig Harbor Stormwater Management and Site Development Manual as the site is vested by the Harbor Hills Regional Stormwater Facility.*
- *Stormwater management will be achieved through the existing Harbor Hill Regional Stormwater Facility.*
- *A grease interceptor is not anticipated and design for a grease interceptor is not included in this scope.*
- *Renewable energy design is not included in this scope.*
- *City of Gig Harbor will pay all required agency fees.*
- *Signage design will be standard designs in conformance to existing City of Gig Harbor signage standards.*
- *Signage will include text in English language only.*
- *Where applicable, by code, ADA raised text and numerals and type 2 Braille will be included on signage.*
- *The following items are not included in this Scope of Services, but may be provided as an additional service:*
    - *Preparation of engineering reports or studies beyond those specifically listed in the scope of services.*
    - *Preparation of any state or federal level permits beyond those specifically listed in the scope of services.*
    - *Attendance at public review meetings beyond those specifically listed in the scope of services.*
    - *Value Engineering or Owner/contractor requested document revisions beyond 60% Design approval.*
    - *Life cycle cost analysis.*
    - *Distribution of documents to bidders and subcontractors during bid and construction. BCRA to provide documents to client and general contractor only.*
    - *Responses to bid and construction RFI's for which the requested information is already provided in the construction documents or caused by contractor errors during construction. Service shall be provided on an hourly basis.*
    - *Traffic control plans.*
    - *Branding identity and branding guide, i.e., logo development, artwork, brand standards.*
    - *Interpretive signage.*
    - *Donor recognition signage.*
    - *Temporary signage.*
    - *Structural engineering required for signage. Structural engineering is the responsibility of the signage fabricator.*
    - *Preparation of any permit submittals required for signage. Such submittals are the responsibility of the signage fabricator.*
    - *Copywriting services.*

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SITE LAYOUT EXHIBIT

SURVEY AREAS

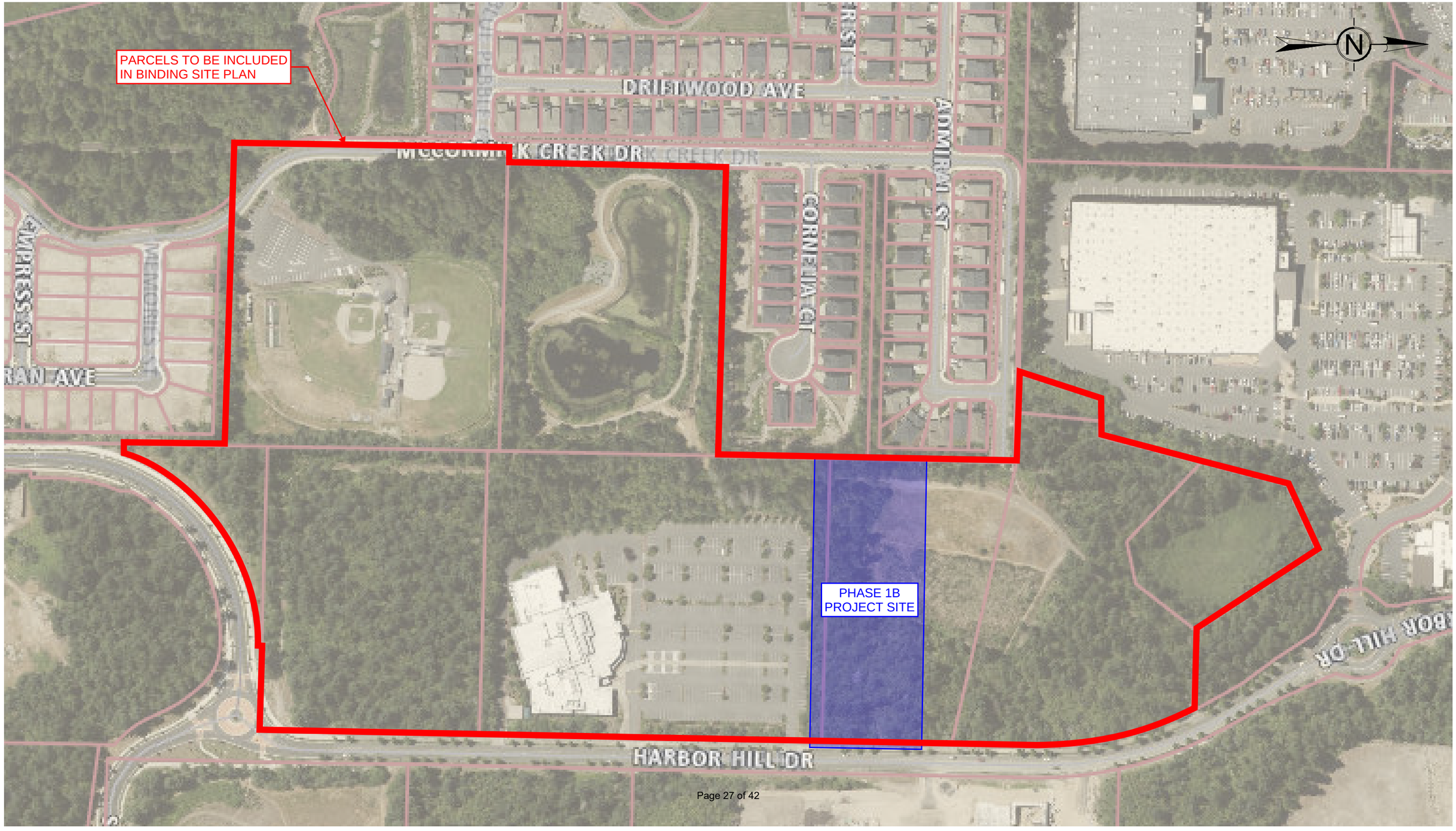

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EXHIBIT B
FEES

Phase	BCRA				Kleinfelder	Nakano	BCE	Bill Acker	PH Consulting	Lanktree	Total
	Civil Engineering	Architecture	Landscape	Structural Engineering	Geotech. Engineering	Landscape Architecture	MEP Engineering	Cost Estimating	Illum./Transpo. Design	Surveying	
01 Project Management	$ 11,210	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ 11,210**
02 Site Investigation (Phase 1B)	$ 2,900	$ -	$ -	$ -	$ 18,227	$ -	$ -	$ -	$ -	$ 110,068	**$ 131,195**
Infiltration Testing	$ -	$ -	$ -	$ -	$ 9,534	$ -	$ -	$ -	$ -	$ -	**$ 9,534**
03 Development Agreement Support	$ 3,110	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ 3,110**
04 Land Use and Environmental Permitting	$ 8,715	$ 8,920	$ 1,565	$ -	$ -	$ -	$ -	$ -	$ -	$ 20,643	**$ 39,843**
10 30% Design	$ 25,530	$ 17,630	$ 15,165	$ 2,800	$ -	$ 9,450	$ -	$ 7,098	$ 13,062	$ -	**$ 90,735**
20 60% Design	$ 37,390	$ 19,780	$ 16,250	$ 16,230	$ -	$ 4,557	$ 6,217	$ 7,098	$ 9,797	$ -	**$ 117,319**
30 90% Design	$ 36,935	$ 29,130	$ 14,700	$ 9,755	$ -	$ 4,032	$ 4,931	$ 7,098	$ 6,332	$ -	**$ 112,913**
40 100% PS&E	$ 3,745	$ 11,940	$ 1,565	$ 2,850	$ -	$ 3,287	$ 1,327	$ -	$ 5,030	$ -	**$ 29,744**
45 Bidding Support	$ 4,545	$ 1,600	$ 1,855	$ -	$ -	$ -	$ 414	$ -	$ 1,334	$ -	**$ 9,748**
Subtotal	**$ 134,080**	**$ 89,000**	**$ 51,100**	**$ 31,635**	**$ 27,761**	**$ 21,326**	**$ 12,889**	**$ 21,294**	**$ 35,555**	**$ 130,711**	**$ 555,351**
Reimbursible											**$ 4,100**
Management Reserve											**$ 40,000**
Total											**$ 599,451**

All fees above are hourly

Subconsultant fees are shown as cost plus 5.0%

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Prime Consultant Cost Computations

Project: Gig Harbor Sports Complex Phase 1B Date: 03/21/22
Project No.: 22003.00.00 Prepared By: ACC

BILLING RATES:

	Principal	Project Manager	Civil Engineer	Civil Eng. Designer	Civil Eng. Technician	Entitle. Specialist	Architect	Architect. Designer	Model Manager	Landscape Architect	Land. Arch. Designer	Structural Engineer	Structural Technician	QA/QC Specialist	Project Admin	Billing Specialist
Staff Initials	*BD*	*AC*	*SP*	*MB*	*RB*	*MH*	*KM*	*JC*	*MD*	*ES*	*MT*	*BJ*	*SG*	*DS*	*NSL*	*SC*
Billing Rate	**$225.00**	**$165.00**	**$145.00**	**$105.00**	**$125.00**	**$165.00**	**$185.00**	**$105.00**	**$95.00**	**$145.00**	**$105.00**	**$175.00**	**$125.00**	**$195.00**	**$115.00**	**$135.00**

LABOR:

	Phase/Task	Principal	Project Manager	Civil Engineer	Civil Eng. Designer	Civil Eng. Technician	Entitle. Specialist	Architect	Architect. Designer	Model Manager	Landscape Architect	Land. Arch. Designer	Structural Engineer	Structural Technician	QA/QC Specialist	Project Admin	Billing Specialist	Hours	Cost
	Staff Initials	*BD*	*AC*	*SP*	*MB*	*RB*	*MH*	*KM*	*JC*	*MD*	*ES*	*MT*	*BJ*	*SG*	*DS*	*NSL*	*SC*		
01	**PROJECT MANAGEMENT**																		
C1	Project Management	6	47	1	0	0	0	0	0	0	0	0	0	0	0	10	6	70	**$ 11,210.00**
																	PH 01 Total	**70**	**$ 11,210.00**
02	**SITE INVESTIGATION**																		
C1	Civil Engineering	0	8	8	4	0	0	0	0	0	0	0	0	0	0	0	0	20	**$ 2,900.00**
																	PH 02 Total	**20**	**$ 2,900.00**
03	**DEVELOPMENT AGREEMENT SUPPORT**																		
C1	Civil Engineering	0	5	6	4	4	3	0	0	0	0	0	0	0	0	0	0	22	**$ 3,110.00**
																	PH 03 Total	**22**	**$ 3,110.00**
04	**LAND-USE AND ENVIRONMENTAL PERMITTING**																		
A1	Architecture	0	0	0	0	0	0	10	14	22	0	0	0	0	18	0	0	64	**$ 8,920.00**
C1	Civil Engineering	0	2	24	9	0	24	0	0	0	0	0	0	0	0	0	0	59	**$ 8,715.00**
L1	Landscape Architecture	0	0	0	0	0	0	0	0	0	5	8	0	0	0	0	0	13	**$ 1,565.00**
																	PH 04 Total	**123**	**$ 19,200.00**
10	**30% DESIGN**																		
A1	Architecture	0	0	0	0	0	0	26	37	53	0	0	0	0	20	0	0	136	**$ 17,630.00**
C1	Civil Design	8	29	55	57	28	9	0	0	0	0	0	0	0	0	0	0	186	**$ 25,530.00**
L1	Landscape Architecture	0	0	0	0	0	0	0	0	0	51	74	0	0	0	0	0	125	**$ 15,165.00**
S1	Structural Engineering	0	0	0	0	0	0	0	0	0	0	0	16	0	0	0	0	16	**$ 2,800.00**
																	PH 10 Total	**463**	**$ 61,125.00**
20	**60% Design**																		
A1	Architecture	0	0	0	0	0	0	33	56	41	0	0	0	0	20	0	0	150	**$ 19,780.00**
C1	Civil Design	8	36	75	98	56	9	0	0	0	0	0	0	0	0	0	0	282	**$ 37,390.00**
L1	Landscape Architecture	0	0	0	0	0	0	0	0	0	44	94	0	0	0	0	0	138	**$ 16,250.00**
S1	Structural Engineering	0	0	0	0	0	0	0	0	0	0	0	64	34	4	0	0	102	**$ 16,230.00**
																	PH 20 Total	**672**	**$ 89,650.00**
30	**90% DESIGN**																		
A1	Architecture	0	0	0	0	0	0	30	87	111	0	0	0	0	20	0	0	248	**$ 29,130.00**
C1	Civil Design	8	32	80	106	57	0	0	0	0	0	0	0	0	0	0	0	283	**$ 36,935.00**
L1	Landscape Architecture	0	0	0	0	0	0	0	0	0	42	82	0	0	0	0	0	124	**$ 14,700.00**
S1	Structural Engineering	0	0	0	0	0	0	0	0	0	0	0	32	27	4	0	0	63	**$ 9,755.00**
																	PH 30 Total	**718**	**$ 90,520.00**

bcra
2106 Pacific Avenue, Suite 300
Tacoma, WA 98402

40	**100% DESIGN**																		
A1	Architecture	0	0	0	0	0	0	12	37	45	0	0	0	0	8	0	0	102	**$ 11,940.00**
C1	Civil Design	0	3	9	9	8	0	0	0	0	0	0	0	0	0	0	0	29	**$ 3,745.00**
L1	Landscape Architecture	0	0	0	0	0	0	0	0	0	5	8	0	0	0	0	0	13	**$ 1,565.00**
S1	Structural Engineering	0	0	0	0	0	0	0	0	0	0	0	12	6	0	0	0	18	**$ 2,850.00**
																	PH 40 Total	**162**	**$ 20,100.00**
45	**BIDDING**																		
A1	Architecture	0	0	0	0	0	0	5	1	6	0	0	0	0	0	0	0	12	**$ 1,600.00**
C1	Civil Design	0	8	13	6	2	0	0	0	0	0	0	0	0	0	4	0	33	**$ 4,545.00**
L1	Landscape Architecture	0	0	0	0	0	0	0	0	0	7	8	0	0	0	0	0	15	**$ 1,855.00**
																	PH 45 Total	**60**	**$ 8,000.00**
	Total Hours	**30**	**170**	**271**	**293**	**155**	**45**	**116**	**232**	**278**	**154**	**274**	**124**	**67**	**94**	**14**	**6**	**2323**	
	Total Cost	**$ 6,750.00**	**$ 28,050.00**	**$ 39,295.00**	**$ 30,765.00**	**$ 19,375.00**	**$ 7,425.00**	**$ 21,460.00**	**$ 24,360.00**	**$ 26,410.00**	**$ 22,330.00**	**$ 28,770.00**	**$ 21,700.00**	**$ 8,375.00**	**$ 18,330.00**	**$ 1,610.00**	**$ 810.00**		**$ 305,815.00**

SUBCONSULTANTS:

Firm	Cost
Kleinfelder	$ 27,761.00
Nakano	$ 21,326.00
BCE	$ 12,889.00
Bill Acker	$ 21,294.00
PH Consulting	$ 35,555.00
Lanktree	$ 130,711.00

TOTALS:

Total Prime Consultant	$ 305,815.00
Total Subconsultants	$ 249,536.00
Total Reimbursable Expenses	$ 4,100.00
Management Reserve	$ 40,000.00
TOTAL FEE ESTIMATE	**$ 599,451.00**

TABLE A

COST ESTIMATE

16-Mar-22

KLEINFELDER LABOR:

	PERSONNEL & LABOR RATES							
TASK DESCRIPTION	Senior PM $241.00	Principal Engineer $195.00	Project Engineer $169.00	Staff Engineer $137.00	CAD Designer $136.00	Project Admin. $113.00	TOTAL HOURS	TOTAL AMOUNT
Task 1: Site Reconnaissanced and Utility Locating	0.5			5		2	7.5	$1,032
Task 2: Field Exploration	1			15	4		20	$2,840
Task 3: Laboratory Testing	0.5			2			2.5	$395
Task 4: Optional - Infiltration (Testing and Analyses)	3		1	17	1	1.5	23.5	$3,527
Task 5: Analyses and Geotechnical Report	4	2	2	18		2	28	$4,384
Task 6: Meetings and Project Management	4			4			8	$1,512
							0	$0
							0	$0
TOTAL LABOR:	13	2	3	61	5	5.5	89.5	**$13,689**

LABORATORY TEST SUMMARY:

Test	Est. No. Tests	Unit Cost	Total Cost
Water Content	12	$15	$180
Grain Size Distribution	16	$165	$2,640
Percent Fines	6	$90	$540
Modified Proctor	1	$245	$245
California Bearing Ratio	1	$650	$650
Organic Content	2	$28	$56
Cation Exchange Capacity	8	$55	$440
LABORATORY TOTAL:			**$4,751**

ESTIMATED DIRECT EXPENSES:

Mileage (140 miles RT@ 3 trips, $0.59/mile)	$248
Field Sampling Equipment	$38
Location and Excavator Subs - Test Pits	$2,695
Excavator Sub - Infiltration Testing	$2,269
Water Truck and Equipment	$2,750
Laboratory Testing (detail to left)	$4,751
TOTAL DIRECT EXPENSES:	**$12,751**

PROJECT TOTALS AND SUMMARY:

Kleinfelder Labor	$13,689
Direct Expenses	$12,751
ESTIMATED PROJECT TOTAL:	**$26,439**

Conditions/Assumptions:

Refer to proposal dated March 16, 2022, for additional information.

KLEINFELDER 2021 FEE SCHEDULE

PROFESSIONAL STAFF RATES*

Professional	$	110/ hour
Staff Professional	$	137/ hour
Project Professional	$	169/ hour
Principal Professional	$	195/ hour
Senior Principal Professional	$	273/ hour
Project Manager	$	179/ hour
Senior Project Manager	$	241/ hour
Designer/Drafter	$	106/ hour
Senior Designer/Drafter	$	136/ hour
Project Controls Professional	$	123/ hour
Senior Project Controls Professional	$	195/ hour

TECHNICAL STAFF RATES

Technician	$	73/ hour
Senior Technician	$	108/ hour
Inspector	$	108/ hour
Senior Inspector	$	139/ hour
Construction Manager	$	185/ hour

ADMINISTRATIVE STAFF RATES

Administrator	$	76/ hour
Project Administrator	$	113/ hour

Minimum Charges for Office Time Per Day..... One Hour at Applicable Rate

Kleinfelder reserves the right to adjust the fee schedule on projects not completed within 180 days from the contract signature date.

Public works projects or projects receiving public funds may be subject to Prevailing Wage laws. The above rates do not apply to projects subject to prevailing wages. Hourly rates for those projects will be supplied separately.

* Applies to all professional rates including but not limited to civil, mechanical, chemical, electrical, geotechnical, and environmental engineers; industrial hygienists; geologists; hydrogeologists; hydrologists; and computer specialists.

Hourly rates assume that other direct costs will be billed and reimbursed by the client. Kleinfelder reserves the right to adjust the fee schedule on projects where other direct costs are not reimbursed.

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3/7/2022

NAKANO ASSOCIATES
DESIGN FOR HEALTHY COMMUNITIES™

City of Gig Harbor- Sports Complex

Detailed Scope of Work and Fee Proposal

Task	Nakano Associates Landscape Architects	Principal $150	Sr. Associate $120	Associate I $100	Subtotal
1.00	**30% DESIGN**				
1.01	Kick off meeting	2		2	
1.02	(1) Concept plan for play area incl conceptual grading	12		24	
1.03	Prepare materials for initial public meeting			12	
1.04	Participate in Public meeting	4			
1.05	Prepare play area design for 30 % Design	6		16	
		24	0	54	
		$3,600	$0	$5,400	$9,000
2.00	**60% DESIGN**				
2.01	Irrigation plan		6	16	
2.02	Irrigation details			10	
2.03	Specifications		6		
2.04	QA/QC	2			
		2	12	26	
		$300	$1,440	$2,600	$4,340
3.00	**90% DESIGN**				
3.01	Irrigation plan		6	18	
3.02	Irrigation details		2	6	
3.03	Specifications		1.5		
3.04	QA/QC	2			
		2	9.5	24	
		$300	$1,140	$2,400	$3,840
4.00	**100% DESIGN AND PERMITTING**				
4.01	Irrigation plan		3	16	
4.02	Irrigation details		2	6	
4.03	Specifications		1.5		
4.04	QA/QC	1			
		1	6.5	22	
		$150	$780	$2,200	$3,130

Sub Total Fees	$20,310
Reimbursables	$200
TOTAL	**$20,510**

Assumptions and Exceptions:

1. The landscape architect will provide design input, but not be responsible for preparing the grading and drainage plans.
2. Site base information, including site and tree survey to be provided by owner.
3. Major revisions & redesign due to Value Engineering (VE), and/or incorrect survey data, during the CD phase, shall be considered an
4. Meetings, other than those noted in the above tasks, shall be additional services.
5. Hours are estimated and may be redistributed between tasks and personnel.
6. Specifications include irrigation specifications only.

BACK-UP DATA TO (A-E PROPOSAL)(GOVERNMENT ESTIMATE)

DATE 16-Mar-22

PAGE ____ OF ____

JOB TITLE :
Gig Harbor Sports Complex Phase 1B

REMARKS :
BCE ENGINEERS - 60% DESIGN

SPECIFY
☐ CONCEPT ☐ FINAL
☐ PRELIMINARY ☐ REPORT

LIST OF DRAWINGS/ACTIVITIES (MANHOURS)(MAN DAYS)

NO.	DESCRIPTION	PRIN ELEC / PRIN MECH	ASSOC ELEC / ASSOC MECH	SEN ELEC / SEN MECH	ENG ELEC / ENG MECH	ENG FP / ASSOC FP	TYP / DRAFT	TECH
	SCOPING	1 1						
	MEETINGS / COORDINATION			3 3	2 2			
	CALCULATIONS		2	2	6 4			
	M1-LEGEND AND SCHEDULES		0.25		0.5		1	
	M2-PLUMBING PLANS		0.25		1		1.5	
	M3-HVAC PLANS		0.25		1		1.5	
	M4-DETAILS AND DIAGRAMS							
	E1-LEGEND AND SCHEDULES		0.25		0.5		1	
	E2-POWER PLAN		0.25		1		1.5	
	E3-LIGHTING PLAN		0.25		1		1.5	
	E4-DETAILS AND DIAGRAMS		0.25		1		1.5	
	E5-PANEL SCHEDULES							
	NARRATIVES	0.25 0.25		2 2				
	QUALITY CONTROL	1 1						
ESTIMATE BY : J SNYDER		2.25	1	7	9.5	0	0	0
DATE : 16-Mar-22		2.25	2.75	5	10.5	0	9.5	0

NPS Form 1180-2
May 90 (Rev) (Replaces NPS Form 10-6)

BACK-UP DATA TO (A-E PROPOSAL)(GOVERNMENT ESTIMATE)

DATE 16-Mar-22

PAGE ____ OF ____

JOB TITLE :
Gig Harbor Sports Complex Phase 1B

REMARKS :
BCE ENGINEERS - 100% PERMIT/ CD DESIGN

SPECIFY
☐ CONCEPT ☐ FINAL
☐ PRELIMINARY ☐ REPORT

LIST OF DRAWINGS/ACTIVITIES (MANHOURS)(MAN DAYS)

NO.	DESCRIPTION	PRIN ELEC / PRIN MECH	ASSOC ELEC / ASSOC MECH	SEN ELEC / SEN MECH	ENG ELEC / ENG MECH	ENG FP / ASSOC FP	TYP / DRAFT	TECH
	MEETINGS / COORDINATION			3 3	2 2			
	M1-LEGEND AND SCHEDULES		0.25		0.5		1	
	M2-PLUMBING PLANS		0.25		1		1.5	
	M3-HVAC PLANS		0.25		1		1.5	
	M4-DETAILS AND DIAGRAMS		0.5		2		3	
	E1-LEGEND AND SCHEDULES		0.25		0.5		1	
	E2-POWER PLAN		0.25		1		1.5	
	E3-LIGHTING PLAN		0.25		1		1.5	
	E4-DETAILS AND DIAGRAMS		0.25		1		1.5	
	E5-PANEL SCHEDULES		0.5		2		3	
	NARRATIVES	0.25 0.25		1 1				
	QUALITY CONTROL	1 1						
	PERMITTING ASSISITANCE			2 2				
	NREC FORMS		2	2	2			
ESTIMATE BY : J SNYDER		1.25	1.5	8	7.5	0	0	0
DATE : 16-Mar-22		1.25	3.25	6	8.5	0	15.5	0

NPS Form 1180-2
May 90 (Rev)

(Replaces NPS Form 1180-2)

222-045 Gig Harbor Sports Complex Phase 1B_MEP Fees_REV DESIGN 90

BACK-UP DATA TO (A-E PROPOSAL)(GOVERNMENT ESTIMATE)	DATE 16-Mar-22	PAGE ____ OF ____
JOB TITLE : **Gig Harbor Sports Complex Phase 1B**	SPECIFY ☐ CONCEPT ☐ FINAL	
REMARKS : BCE ENGINEERS - BID SUPPORT	☐ PRELIMINARY ☐ REPORT	

LIST OF DRAWINGS/ACTIVITIES (MANHOURS)(MAN DAYS)

NO.	DESCRIPTION	PRIN ELEC / PRIN MECH	ASSOC ELEC / ASSOC MECH	SEN ELEC / SEN MECH	ENG ELEC / ENG MECH	ENG FP / ASSOC FP	TYP / DRAFT	TECH
	BIDDING SUPPORT		1	1	1			
ESTIMATE BY : J SNYDER		0	0	1	0	0	0	0
DATE : 16-Mar-22		0	1	0	1	0	0	0

NPS Form 1180-2
May 90 (Rev) (Replaces NPS Form 1180-2)

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2022
FEE SCHEDULE
Standard Hourly Rates

Principal	**$210.00**
Associate Principal	**$190.00**
Senior Associate	**$175.00**
Associate	**$155.00**
Senior Engineer/Specialty Designer	**$140.00**
Engineer/Senior Designer	**$128.00**
Engineering Assistant/Designer	**$108.00**
Revit Modeler / Drafter / CAD Technician	**$ 93.00**
Spec Typist	**$ 80.00**

<u>Reimbursable Expenses</u>

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

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

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

February 22, 2022

BCRA
2106 Pacific Avenue, Suite 300
Tacoma, WA 98402

Dear Andrew Cirillo:

Thank you for considering the use of my estimating services on a south portion of a new Gig Harbor Sports Complex. The scope would cover roughly four acres of site development at the north side of an existing Gig Harbor YMCA parking lot area. Amenities would include among other things new extended parking, a lawned events area, roofed shelters, bocce and pickleball courts, a large play area with play equipment, and a new restroom building.

At first glance, I am expecting the MACC for the four acres of site improvements to be around a $5 million range. Specifically excluded from the estimate scope would be new sports fields and additional parking at the north sides of the sports fields by others.

My proposed fee budget to provide three estimates and reviews would be as follows:

30% design estimate & review, 52 hours x $130 per hour each = $6,760.
60% design estimate & review, 52 hours x $130 per hour each = $6,760.
90% design estimate & review, 52 hours x $130 per hour each = $6,760.

This adds up to $20,280 for all three estimates. If desired, these fee budgets may be considered as hourly, not-to-exceed, where the actual invoices could come in less depending on how smooth things go, but would not exceed their caps.

I thank you again for the consideration. Please do not hesitate to call if you have any questions, or additional information is desired.

Sincerely,

Bill Acker

Bill Acker Consulting Services

City of Gig Harbor

Fee Estimate Summary

Gig Harbor Sports Complex Phase 1B

22-009

PH Consulting Staff Category	Hours	Rate	Cost
Principal	38	$ 205.00	$ 7,790.00
Senior Traffic Engineer	68	$ 180.00	$ 12,240.00
Associate Engineer	46	$ 125.00	$ 5,750.00
CAD Designer II	68	$ 110.00	$ 7,480.00
Office Administrator	6	$ 100.00	$ 600.00
Total Hours	226		$ 33,860.00

Direct Salary Cost				**$ 33,860.00**
Direct Expenses	**Unit**	**Cost**	Total	
Traffic Counts	1	0	$ -	
Reproduction Costs				
Full Sized Copies (Bond)			$ -	
Full Sized (PVC)			$ -	
Reprographics			$ -	
Parking/Tolls			$ -	
2022 Mileage Rates	120	0.585	$ 67.20	
		0		
		0		
Sub-Total Direct Expenses				**$ 67.20**
PE Phase Fee (Tasks 1-4)				**$ 33,860.00**
Total Fee				**$ 33,927.20**

PH CONSULTING
Balanced Transportation Solutions

Fee Estimate
Task Hour Breakdown
Gig Harbor Sports Complex Phase 1B

22-009

Task No.	Task Description	Principal	Senior Traffic Engineer	Associate Engineer	CAD Designer II	Office Administrator	PH Total
	Hourly Rate	$ 205.00	$ 180.00	$ 125.00	$ 110.00	$ 100.00	
Phase 10	**30% Design**						
	Illumination Design	4	12	8	12		36
	Traffic Impact Analysis	4	12	8		2	26
	Dry Utility Services	6	4	2	6	1	19
	Task 1.0 Total Hours	14	28	18	18	3	81
	Subtotal Task 1.0	$ 2,870.00	$ 5,040.00	$ 2,250.00	$ 1,980.00	$ 300.00	$ 12,440.00
Phase 20	**60% Design**						
	Illumination Design	4	12	8	16		40
	Traffic Impact Analysis (By Supplement as needed)						0
	Dry Utility Services	6	4		14	1	25
	Task 2.0 Total Hours	10	16	8	30	1	65
	Subtotal Task 2.0	$ 2,050.00	$ 2,880.00	$ 1,000.00	$ 3,300.00	$ 100.00	$ 9,330.00
Phase 30	**90% Design**						
	Illumination Design	2	8	8	8	1	27
	Dry Utility Services	4	4		6		14
	Task 3.0 Total Hours	6	12	8	14	1	41
	Subtotal Task 3.0	$ 1,230.00	$ 2,160.00	$ 1,000.00	$ 1,540.00	$ 100.00	$ 6,030.00
Phase 40	**100% Design and Permitting**						
	Illumination Design	2	8	8	4	1	23
	Dry Utility Services	4	2		2		8
	Task 4.0 Total Hours	6	10	8	6	1	31
	Subtotal Task 4.0	$ 1,230.00	$ 1,800.00	$ 1,000.00	$ 660.00	$ 100.00	$ 4,790.00
Phase 45	**Bidding Support**						
	Services During Bidding	2	2	4			8
	Task 5.0 Total Hours	2	2	4	0	0	8
	Subtotal Task 5.0	$ 410.00	$ 360.00	$ 500.00	$ -	$ -	$ 1,270.00
Phase 50	**Construction Phase Engineering Services (Future Supplement)**						
	Construction Engineering						0
	Timing & Coordination Plan Implementation						0
	Task 6.0 Total Hours	0	0	0	0	0	0
	Subtotal Task 6.0	$ -	$ -	$ -	$ -	$ -	$ -
	PH TOTAL HOURS	**38**	**68**	**46**	**68**	**6**	**226**
	TOTAL ALL TASKS	**$ 7,790.00**	**$ 12,240.00**	**$ 5,750.00**	**$ 7,480.00**	**$ 600.00**	**$ 33,860.00**

2022 Rate Sheet

Gig Harbor Sports Complex Phase 1B

22-009

Effective January 1, 2022-December 31, 2022	
Job Classifications	Maximum Billing Rate
Quality Manager	$ 225.00
Principal	$ 215.00
Sr Project Manager	$ 205.00
Project Manager	$ 195.00
Senior Traffic Engineer	$ 185.00
Project Engineer	$ 175.00
Associate Engineer	$ 125.00
Assistant Transportation Engineer	$ 120.00
Senior Construction Manager	$ 145.00
Construction Manager	$ 125.00
Construction Inspector	$ 115.00
Engineering Intern II	$ 65.00
Engineering Intern I	$ 50.00
CAD Designer III	$ 145.00
CAD Designer II	$ 135.00
CAD Designer I	$ 115.00
CAD Technician II	$ 95.00
CAD Technician I	$ 85.00
Marketing Lead	$ 105.00
Office Administrator	$ 110.00
Office Assistant	$ 85.00

Direct non-salary costs will be billed at actual costs.
Subconsultants will be marked up 10%.
Direct Mileage will be billed at current approved IRS mileage rate.

Lanktree Land Surveying, Inc.
Fee Calculation

6374 BCRA Gig Harbor Sports Complex																Wednesday, March 2, 2022
Activity Type/ Task	Type	Base Cost Rate	Task Status	Priority	% Comp	% Comp Date	Est Start Date	Est Comp Date	Act Start Date	Act Comp Date	% Dist	Labor Hours	Resource Hours/ Units	Billing Rate	Contract	Resource Contract
BCRA Boundary and Topographic Survey with BSP (q.002/2022-03-01)												**1,103.0**			**124,487**	
Boundary and Topographic Survey												943.0	943.0		99,307	$99,306.60
Labor	Professional Land Surveyor	$65.00											20.0	$136.00		$2,720.00
Labor	Party Chief-Field	$45.00											410.0	$162.00		$66,420.00
Labor	Additional Crew Member	$30.00											410.0	$45.00		$18,450.00
Labor	Survey Technician	$53.00											100.0	$115.00		$11,500.00
Labor	Administration	$41.00											3.0	$72.00		$216.00
Expense	Mileage	$0.58											3,315.0	$0.60		$1,989.00
Utility Locate Services															5,520	$5,520.00
Expense	Utility Locate Services	$120.00											40.0	$138.00		$5,520.00
Binding Site Plan												160.0	160.0		19,660	$19,660.00
Labor	Professional Land Surveyor	$65.00											60.0	$136.00		$8,160.00
Labor	Survey Technician	$53.00											100.0	$115.00		$11,500.00

City of Gig Harbor
City Council Meeting Agenda Bill

Meeting Date: March 28, 2022

SUBJECT: Ordinance 1483 Renewing Interim Zoning Controls Related to Transitional Housing, Permanent Supportive Housing, Emergency Shelters and Emergency Housing

PURPOSE & RECOMMENDATION: The purpose of this agenda bill is to introduce Ordinance 1483 which proposes to renew Interim Zoning Controls relative to Ordinance 1466, describe the work conducted by staff and the Planning Commission to date relative to Ordinance 1466; provide information to City Council to assist in the decision-making process; and describe proposed next steps.

SUGGESTED MOTION: Move to approve Ordinance 1483 (adoption requires the affirmative vote of a majority plus one of the whole membership of the Council).

SUBMITTED BY: Carl de Simas, Principal Planner
DEPARTMENT: Community Development **PHONE:** 253-851-6170

BACKGROUND INFORMATION: On September 27, 2021, the City Council unanimously passed Ordinance 1466 which enacted interim zoning controls pertaining to transitional housing, permanent supportive housing, emergency shelters and emergency housing. These interim regulations were adopted in response to Engrossed Second Substitute House Bill (ESSHB) 1220, which was passed by the State Legislature on May 12, 2021. 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.

On October 11, 2022, the City Council conducted a public hearing on Ordinance 1466, adopted findings of fact therein, and directed the matter to the Planning Commission for study and a recommendation of permanent zoning controls. The Planning Commission has since conducted a study session on January 6, 2022, a public hearing on February 17, 2022, and was scheduled to deliberate and pass a recommendation on March 2, 2022. The WA State Department of Commerce provided a letter on March 2, 2022, which contained some additional considerations and recommendations, prompting staff to recommend an additional study session and, if necessary, an additional public hearing with the Planning Commission. The Planning Commission met to consider the letter on March 17, 2022 and, after much discussion, directed staff to bring back revised regulations for a second public hearing on April 7, 2022.

The current interim zoning controls are in effect until 10 days after the adoption date. Staff recommends the City Council direct the Planning Commission to continue studying the interim regulations, consider public testimony and provide a formal recommendation no later than the May 23, 2022 Council Meeting.

DISCUSSION: Ordinance 1466 amended the use tables within Chapter 17.14 GHMC to be consistent with ESSHB 1220. The interim regulations conditionally allowed permanent supportive housing and transitional housing in all zones except PI, ED, WR, WM and WC. The interim regulations conditionally allowed emergency shelters and emergency housing in the RB-2, DB, B2, C1 and PCD-C zones. Additionally, the interim regulations added Sections 17.55 and 17.57, placing conditions on siting transitional housing, permanent supportive housing, emergency shelters and emergency housing.

Ordinance 1483 provides findings of fact related to the renewal of these interim zoning controls and allows the Planning Commission the additional time necessary to study the matter and put forth a recommendation of reasonable permanent regulations that will be consistent with state law while upholding the values of the City.

Staff recommends the City Council conduct the public hearing, consider public input, adopt Ordinance 1483 and direct the Planning Commission to continue its study and work towards a recommendation of permanent zoning controls relative to the specific housing types.

FISCAL CONSIDERATION:

Expenditure Required:	Amount Budgeted:	Appropriation Required:
$0.00	$0.00	$0.00

BOARD/COMMISION/COMMITTEE RECOMMENDATION: No formal recommendations on any of the proposed amendments have been provided to date.

ATTACHMENTS:

1. Ordinance 1483
2. Ordinance 1466
3. March 2, 2022, Letter from WA State Department of Commerce

REVIEWED BY:

☒ Mayor
☒ City Administrator
☒ City Attorney
☒ Finance Director
☒ Department Head

ORDINANCE 1483

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RENEWING INTERIM ZONING REGULATIONS ADOPTED BY ORDINANCE 1466 RELATED TO TRANSITIONAL HOUSING, PERMANENT SUPPORTIVE HOUSING, EMERGENCY SHELTERS AND EMERGENCY HOUSING BY A PERIOD OF 6-MONTHS; 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, in 2021, 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 currently 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, on September 27, 2021, the City Council adopted Interim Zoning Controls, which established interim measures for permanent supportive housing and emergency shelters; and

WHEREAS, the City Council directed the Planning Commission to review the Interim Regulations, consider public testimony, and provide a recommendation; and

WHEREAS, the Planning Commission conducted three work sessions where the Interim Regulations were considered; and

WHEREAS, the Planning Commission conducted a public hearing on proposed regulations on February 27, 2022 and began deliberations; and

WHEREAS, on February 28, 2022, the City received a comment letter from the Washington State Department of Commerce regarding the Interim Zoning regulations which will require staff and Planning Commission review and analysis prior to recommending to City Council; and

WHEREAS, the Interim Regulations are set to expire on April 6, 2022 and additional time is required;

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

Section 1. The whereas statements above are hereby adopted as Findings of Fact.

Section 2. The City Council held a public hearing on March 28, 2022 as required for any renewal of interim regulations.

Section 3. The Interim Regulations adopted by Ordinance 1466 are hereby renewed for a period of 6-months.

Section 4. Transmittal to Department of Commerce. Pursuant to RCW 36.70A.106, this ordinance has been transmitted to the Washington State Department of Commerce, as required by law.

Section 5. 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 6. 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 7. 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 28th day of March, 2022.

_____
Tracie Markley
Mayor

Approved as to form:

_____
Daniel Kenny
City Attorney

Attest:

_____
Joshua Stecker, CMC
City Clerk

EFFECTIVE DATE: April 6, 2022

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:

Daniel Kenny
City Attorney

Attest:

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
Permanent Supportive Housing [32]	-	C	C	C	C	C	C	C	C	C	C	C	C	-	-	-	-	C	C	C
Transitional Housing [32]	-	C	C	C	C	C	C	C	C	C	C	C	C	-	-	-	-	C	C	C
Emergency Housing[33]	-	-	-	-	-	-	-	C	C	-	C	C	C	-	-	-	C	C	-	C
Emergency Shelter[33]	-	-	-	-	-	-	-	C	C	-	C	C	C	-	-	-	C	C	-	C
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.

RECEIVED
By MThomas City of Gig Harbor at 7:19 am, Mar 03, 2022

STATE OF WASHINGTON
DEPARTMENT OF COMMERCE
1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000
www.commerce.wa.gov

March 2, 2022

Planning Commission
City of Gig Harbor
c/o Mr. Carl de Simas
Principal Planner

Sent Via Electronic Mail: cdesimas@gigharborwa.gov

Re: Ordinance No. 1483

Dear Council and Commission members:

Thank you for the opportunity to comment on the proposed amendments to the Gig Harbor Municipal Code (GHMC) Title 17, relating to permanent supportive housing, emergency housing, emergency shelters, and transitional housing. The proposed amendments were received by Growth Management Services on February 17, 2022, and given material identification number 2022-S-3689.

In 2021, the legislature adopted ESSHB 1220, changing how Washington plans for housing. The bill, which supports emergency shelters and housing through local planning and development regulations, states in Section 3 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. This is codified in RCW 30.21A.430, and is copied in at the end of this letter.

On September 27, 2021, the Gig Harbor city council adopted interim zoning controls, which established interim measures for permanent supportive housing and emergency shelters. These proposed amendments appear to be the permanent implementation of those interim measures. We appreciate the City of Gig Harbor's efforts to implement this portion of ESSHB 1220. We offer the following comments on your draft amendments to the Gig Harbor Municipal Code:

- Proposed section 17.55.010(E) GHMC states that 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. Proposed section 17.57.010(D) GHMC also states that no emergency housing facility or emergency shelter shall be located within a half mile of permanent supportive housing or transitional housing units. First, we urge you to consider these types of facilities differently. The impacts of permanent supportive housing and transitional housing are mostly consistent with residential uses. Frequently these housing programs are designed to serve specialized populations and have support services which provide stability. This

is particularly true for transitional housing which is commonly used to provide housing for youth exiting foster care, veterans, and survivors of domestic violence. Unlike shelters, which can meet a broad spectrum of service needs and may have an unpredictable demand for services, permanent supportive housing and transitional housing limit residents to a set number of units and require applications for services. For more information on permanent supportive housing click here.

- As new housing element requirements become effective, Gig Harbor will be required to plan for and accommodate housing for all income brackets. Commerce will be providing projections of housing need by income band and for these special housing types, which each city must plan for and accommodate over the next 20 years[1]. Proposed section 17.57.010(B) GHMC states that 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. This language may limit your ability to plan for a shelter, and the housing that may be needed for people who need a place to stay in an emergency, such as those fleeing domestic violence, veterans in need of support services, or other emergencies, such as natural disasters.

- We suggest you consider reducing the restriction from half a mile to a smaller distance, such as a quarter mile. In our review of Gig Harbor's zoning map, the half-mile distance seems too large to allow adequate facilities to meet the special housing types needed to satisfy RCW 36.70A.070(2)(c).[2] RCW 35A.21.430 expressly states requirements on occupancy, spacing, and intensity of use may not prevent the siting of a sufficient number of permanent supportive housing, transitional housing, indoor emergency housing, or indoor emergency shelters necessary to accommodate each code city's projected need for such housing and shelter under RCW 36.70A.070(2)(a)(ii).

- We also suggest you consider adding a qualification: "No permanent supportive housing or transitional housing unit may be located within a certain distance of another property . . . unless sponsored by the same governmental, religious, or not for profit agency." Many times, communities find it beneficial to allow non-profit agencies to maintain a continuum of housing services on one campus rather than requiring them to be spread out across the jurisdiction. This capitalizes on investments in security measures, reduces off-site camping, and reduces pressures on transportation systems.

- Finally, we caution you against using a blanket conditional use procedure for these types of housing. A conditional use process can complicate permitting of facilities, such as transitional housing, that may have minimal impacts to the community. The ordinance does not create a clear path to permitting for these types of important facilities, and could be a source of risk. Your ordinance should include a clear intent or purpose section as 17.64.020(C) GHMC states that conditional use approval or denial is based on what is deemed necessary or desirable in furthering the intent of the ordinance pertaining to the proposed development.

An example of a different approach to allowing these types of housing is the City of SeaTac Ordinance 21-1031 found at this link, starting on page 191. It might be a useful approach as you consider this requirement. Thank you for the opportunity to comment. If you have any questions

[1] Updating GMA Housing Elements

[2] Housing including, but not limited to, government-assisted housing, housing for moderate, low, very low, and extremely low-income households, manufactured housing, multifamily housing, group homes, foster care facilities, emergency housing, emergency shelters, permanent supportive housing, and within an urban growth area boundary.

about this letter, please contact Mary.Reinbold@commerce.wa.gov or 509.638.5449. If you have questions about any other aspect of growth management, please contact Keri.Sallee@commerce.wa.gov or at 360.725.3064.

Sincerely,
Mary M. Reinbold, AICP
Senior Planner
Growth Management Services

cc:
David Andersen, AICP, Managing Director, Growth Management Services
Valerie Smith, AICP, Deputy Managing Director, Growth Management Services
Ben Serr, AICP, Eastern Washington Regional Manager, Growth Management Services
Anne Fritzel, AICP, Housing Programs Manager, Growth Management Services
Laura Hodgson, Senior Housing Planner, Growth Management Services

RCW 30.21A.430
A code city shall not prohibit transitional housing or permanent supportive housing in any zones in which residential dwelling units or hotels are allowed. Effective September 30, 2021, a code city shall not prohibit indoor emergency shelters and indoor emergency housing in any zones in which hotels are allowed, except in such cities that have adopted an ordinance authorizing indoor emergency shelters and indoor emergency housing in a majority of zones within a one-mile proximity to transit. Reasonable occupancy, spacing, and intensity of use requirements may be imposed by ordinance on permanent supportive housing, transitional housing, indoor emergency housing, and indoor emergency shelters to protect public health and safety. Any such requirements on occupancy, spacing, and intensity of use may not prevent the siting of a sufficient number of permanent supportive housing, transitional housing, indoor emergency housing, or indoor emergency shelters necessary to accommodate each code city's projected need for such housing and shelter under RCW 36.70A.070(2)(a)(ii).

City of Gig Harbor
City Council Meeting Agenda Bill

Meeting Date: March 28, 2022

SUBJECT: Ordinance 1484 Renewing the Moratorium on Acceptance of New Lodging, Level 1 Applications.

PURPOSE & RECOMMENDATION: The purpose of this agenda bill is to introduce Ordinance 1484, describe the work conducted by staff and the Planning Commission to date relative to Ordinance 1467; provide public input received prior to this public hearing; provide information to City Council to assist in the decision-making process; and describe proposed next steps.

SUGGESTED MOTION: Move to approve Ordinance 1484 (adoption requires the affirmative vote of a majority plus one of the whole membership of the Council).

SUBMITTED BY: Carl de Simas, Principal Planner
DEPARTMENT: Community Development **PHONE:** 253-851-6170

BACKGROUND INFORMATION: On September 13, 2021, the City Council passed a motion directing staff to draft an ordinance that would enact a moratorium on the acceptance of new 'Lodging, level 1' applications. The issue was brought forward by the Planning and Building Committee who discussed the issue at its regularly scheduled meeting on September 7, 2021.

The issue stems from the City Council'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.' However, this land-use category was likely not created for such a use as the definition alludes to a lodging type whereby the owner/operator would reside on the premises and does not specify the amount of time for which the premises must be rented:

> 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 exact number of unpermitted short term rentals operating within the City Limits, and the extent of the impacts from those upon the community is unknown, interim zoning controls limiting the exacerbation of this use is appropriate. The resulting moratorium on new short term rental applications, including all Lodging, level 1 uses has given the City and the Planning Commission time to study the matter.

The Planning Commission has considered the issue at study sessions on January 27, 2022 and March 2, 2022. The Commission is scheduled for another study session on a special meeting date of March 31, 2022. As directed by the Planning Commission, staff noticed an early public comment period from February 4, 2022 to February 18, 2022 whereby 36 comments were provided and added to the record with the 12 received at the Council's public hearing and 4 additional received outside of any formal comment period. During this time staff has conducted research in an attempt to understand how many short-term rentals currently exist within the city limits. The current estimate is that there are somewhere between 44 and 58 active listings.

DISCUSSION: Ordinance 1484 provides findings of fact related to the renewal of the moratorium on acceptance of Lodging, Level 1, and thereby short-term rental, applications and allows the Planning Commission the additional time necessary to study the matter and put forth a recommendation with regard to appropriately regulating the use.

Staff recommends the City Council conduct the public hearing, consider public input, adopt Ordinance 1484, and direct the Planning Commission to continue its study and work towards a recommendation for the regulation of Short-term Rentals. To this end, if Council adopts Ordinance 1484, Staff recommends the following work program schedule:

- Planning Commission: Study Session, March 31, 2022
- Planning Commission: Study Session, April 21, 2022
- Planning Commission: Public Hearing, May 19, 2022
- City Council: 1st Reading, June 13, 2022
- City Council: 2nd Reading, June 27, 2022

FISCAL CONSIDERATION:

Expenditure Required:	Amount Budgeted:	Appropriation Required:
$0.00	$0.00	$0.00

BOARD/COMMISION/COMMITTEE RECOMMENDATION: The Planning and Building Committee recommended 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.

ATTACHMENTS:

1. Ordinance 1484
2. Ordinance 1467

REVIEWED BY:

☒ Mayor
☒ City Administrator
☒ City Attorney
☒ Finance Director
☒ Department Head

ORDINANCE 1484

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RENEWING THE MORATORIUM ON ACCEPTANCE OF LODGING LEVEL 1 APPLICATIONS ESTABLISHED BY ORDINANCE 1467 BY 6-MONTHS; 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 added 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 the issue 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 chose 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 the action was deemed 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; and

WHEREAS, the City Council adopted Ordinance 1467 on September 27, 2021, which became effective immediately upon adoption; and

WHEREAS, pursuant to RCW 36.70A.390, concerning moratoria and interim zoning controls, the City Council conducted a public hearing on October 11, 2021 and adopted findings of fact; and

WHEREAS, the City Council received several comments from the public that were taken under consideration and added to the record for future consideration in the decision making process; and

WHEREAS, the Planning Commission took up the issue at a regularly scheduled meeting on January 27, 2022 voting to open a public comment period prior to studying the issue further; and

WHEREAS, a public comment period was noticed, soliciting public input from February 4, 2022 to February 18, 2022; and

WHEREAS, City Staff received thirty-six comments during the public comment period; and

WHEREAS, the Planning Commission studied all public comment received, including those from the City Council public hearing, at a regularly scheduled meeting on March 2, 2022; and

WHEREAS, the Planning Commission is scheduled to study the issue further at a special meeting on March 31, 2022 with additional meetings and a hearing proposed pursuant to the work program included in the agenda bill related to this ordinance dated March 28, 2022; and

WHEREAS, the moratorium is set to expire on April 6, 2022 and additional time is required;

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

Section 1. Findings of Fact. The whereas statements above are hereby adopted as Findings of Fact.

Section 2. Hearing. The City Council held a public hearing on March 28, 2022 as required for any renewal of a moratorium.

Section 3. Renewal. The Moratorium enacted by Ordinance 1467 is hereby renewed for a period of 6-months.

Section 4. 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 5. 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; otherwise it shall take effect and be in force from and after the earliest period allowed by law, and shall remain effective for six months unless terminated earlier or renewed by the City Council.

Section 6. 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 28th day of March, 2022.

_____
Tracie Markley
Mayor

Approved as to form:

_____
Daniel Kenny
City Attorney

Attest:

_____
Joshua Stecker, CMC
City Clerk

EFFECTIVE DATE: March 28, 2022

ORDINANCE NO. 1467

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, IMPOSING A SIX MONTH MORATORIUM UPON THE RECIEPT 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 curing 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:

Daniel Kenny
City Attorney

Attest:

Joshua Stecker
Interim City Clerk

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

Subject: Re: "Emergency Moratorium" for STRs
Date: Tuesday, March 22, 2022 9:27:14 AM

Dear Gig Harbor City Council,

Just as I disagreed with the over reaction of the initial "emergency" moratorium on unfounded evidence of the need to do the first "emergency" moratorium I disagree with this extension. No recorded police records, no recorded noise issues or formal complaints an "emergency" was warranted by thoughts that some neighbors had. There is no need to continue to overreach while you sort out the process in the background. Which is not that complicated over all.

No one is purchasing gobs of investment properties in the city limits at the price that Milleville can fetch and we aren't that desirable as a market for STRs in mass- we aren't Miami.

Please stop the dramatic abuse of power by putting emergency moratoriums on something that is only helping the city and had no evidence of needing an emergency order in the first place. I agree that you can come up with rules and regulations but do that on your own time in the background and stop the dramatic parade that whips people up. Plus the initial "emergency" hold didn't light a fire to sort this out so it just goes on forever- extending it until you can get time to do it?? Or it has become a non-emergent issue with the city and you don't need to escalate it, it can be tabled for another 6 months?

Prices have escalated 30% since the home on Ross was purchased and that home has had letters of support and managed in a very strict way as an STR- I have personally stayed there for a retreat as a local with some business colleagues from out of town, we all spend $100s of dollars at local establishments and those that came have returned to spend money in our sweet town. A bunch of 40 year old women weren't partying and threatening the neighborhood of Milleville.

Please do not extend the 6 month moratorium, it just reinforces government overreach and the slow pace of decisions that aren't that complicated.

Paige Schulte
Gig Harbor Resident

Subject: Public Comments-Ordinance -#1484-Extending Moratorium on Lodging Level 1 Applications Including Short Term Rentals
Date: Thursday, March 24, 2022 8:17:52 AM

Dear Mayor Markley & Members of the City Council:

My wife Elizabeth and I own a home and reside at 3509 Ross Avenue in the Millville Neighborhood of Downtown Gig Harbor. We previously provided public comments to the City Council last fall supporting the establishment of Ordinance #1467 that imposed a six-month moratorium on the city's acceptance of Lodging Level 1 applications, including short term vacation rentals. We remain very concerned regarding the proliferation of short-term vacation rentals within Gig Harbor's established single-family neighborhoods and particularly within the historic Millville Neighborhood in downtown Gig Harbor. Current zoning regulations are inadequate to address the short-term vacation rental industry and its impact on our neighborhood, but we are pleased with the progress that staff and the city's Planning Commission have made since the establishment of the moratorium. We recognize that additional time is necessary to complete the process. We also look forward to participating in the development of zoning regulations that address the short-term vacation rental issue and implement the policies of the city's Comprehensive Plan that promote the preservation of the established character of neighborhoods such as ours.

We strongly urge that you extend the existing moratorium by adopting Ordinance #1484. Thank you very much.

Peter & Elizabeth Katich
3509 Ross Avenue
Gig Harbor, WA 98332

From:
To:
Subject: Fwd: Renewing the STR Moratorium
Date: Thursday, March 24, 2022 10:45:40 AM

Thank you for the opportunity for Public Input prior to your March 28 meeting regarding the possible decision to extend your 6 month Moratorium on STR Applications.

I am aware of the letter written by Paige Schulte to your attention regarding this matter, and quite honestly, If I wrote my own version, it would be identical to her input.

In summary:
There was no true emergency to initiate this action in the beginning, and there is no emergency now. In fact, I think your knee-jerk reaction to one or two individuals with personal agendas was unfounded, unfortunate, and probably has legal ramifications pertaining to the personal property rights of all of Gig Harbor's Citizens, and most particularly to those who operate, or desire to operate STR's within their homes / properties.

I would ask you to dedicate your valuable time to working with individuals and with members of The Gig Harbor Short Term Rental Alliance (GHSTRA), who have spent a tremendous amount of their own valuable time to assist in educating you and the general public on the matter, and who have offered very supportive and sensible ideas for regulation.

The truth be known, your original unfounded action was meaningless since there is no process in place. Please spend your time and taxpayers money (we don't need to pay anyone for studies that are time consuming and irrelevant) wisely. Work together in a professional manner to get fair and equitable regulations in place.

Thank you.

Regards,

Bonnie O'Malley, Co-Owner
8101 Bayridge Ave.
Gig Harbor, WA. 98332
203-481-0792
www.exhibitease.net

WBENC Certified

March 24, 2022

To: Gig Harbor City Council
From: Carolyn Allen
Re: Level I Housing Moratorium Extension

Thank you for allowing public input into the process of your voting at your March 28, 2022, City Council meeting, on whether or not to extend the 6 month moratorium on Level I Housing in the city. I ask that you vote "No" to an extension of the Level I Housing Moratorium.

I'd like to base my request on the following facts:

- We know there never has been an "Emergency" to establish a moratorium on Level I Housing.

- We know that two former council members convened at their September 7, 2021 Building and Planning Committee Meeting and got the ball rolling-- likely based on fear and control but with no solid facts to base their urgency. It is also assumed that the September 27, 2021 Council meeting needed to take place before one former council member faced his vote, and the mayor and the other council person completed their terms.

- We know that former Mayor Kit Kuhn enthusiastically agreed to this untruth, and broadcast on King 5 News that there were "complaints" from the citizens. We know there have been zero complaints filed with the City, and zero police reports made.

- We know that the moratorium was unanimously passed by the **former** Gig Harbor City Council.

- We know that the Level I Housing Moratorium was initiated on September 27, 2021.

- We know that on October 11, 2021, Gig Harbor City Council heard public input on the issue.

- We know that on January 27, 2022, the Gig Harbor Planning Commission had their first Study Session on Level I Housing within the city.

- We know there is a wide discrepancy between City official's total number of STRs within the city limits, and the study the Gig Harbor Short-Term Rental Alliance has performed, but no formal study at the City level has been conducted.

It is March 24, 2022, 6 months later. How much progress has been made?

Please vote "No" for an extension of the present Level I Housing Moratorium but instead choose to work with Gig Harbor Short-Term Rental Alliance, who has done extensive work and collaboration to come up with reasonable regulations.

It's a waste of time for important groups of individuals—you the Council, the Planning Commission, and City Planning officials, to spend another 6 months deliberating. Citizens of the city, who have property and wish to use it to a higher potential, while enriching our downtown businesses and making

our city a Welcoming City, would be forced to wait a minimum of 6 more months to have Level I Housing regulations.

And at the end of 6 more months, would we have clear, reasonable, and fair regulations for Short-Term Rentals?

Thank you for your consideration on this matter,

Carolyn Allen

City of Gig Harbor
City Council Meeting Agenda Bill

Meeting Date: March 28, 2022

SUBJECT: First Reading of Ordinance 1485 Adopting a Biennial Budget Process

PURPOSE & RECOMMENDATION: The purpose of this agenda bill is to adopt a biennial budget process, which will be effective for the 2023 – 2024 budget period. Staff recommends first reading and subsequent approval at second reading.

SUGGESTED MOTION: None. Ordinance 1485 will be considered at second reading on April 11.

SUBMITTED BY: Dave Rodenbach, Finance Director
DEPARTMENT: Finance **PHONE:** 253-853-7610

BACKGROUND INFORMATION: March 24, 2014, the city council passed ordinance 1287 adopting a biennial budget process. The city operated under biennial budgeting for the 2015-2016 and 2017-2018 budget periods. From a fiscal management perspective, biennial budgeting worked well.

June 25, 2018, the City Council passed Ordinance 1390, repealing Ordinance 1287 thus reverting the City back to an annual budgeting process. The City prepared annual budgets for the 2019 through 2022 budget periods.

The ordinance to use a biennial budget must be adopted at least six months prior to the start of the biennium, and the biennium must start on an odd-numbered year.

DISCUSSION: Budgeting for a two-year biennium has been permitted for Washington cities since 1985 and for counties since 1995. Some commonly noted advantages and disadvantages are listed below:

Advantages of a Biennial Budget

- Time savings, both for staff and councilmembers. The additional time it may take to prepare a 24-month budget pales in comparison to having to prepare a new budget each year. This leaves time for staff and Council to work on other issues in the off year.
- Encourages strategic thinking and planning over multiple years as opposed to balancing for one year.
- Removes the budget from political influence in that under state law, biennial budgets may only be adopted in even-numbered (non-election) years.

Disadvantages of a Biennial Budget

- Perceived loss of control by the legislative body, since they are approving the budget for two years at a time,

- More difficulty and uncertainty forecasting revenues/expenditures further into the future, and
- Some jurisdictions spend too much time on budget amendments or mid-biennium review, thus eliminating any time savings in year two.

The City's experience with estimating in the biennial environment as compared with annual is shown in the table below.

Budget Cycle	Budgeted Revenues	Actual Revenues	Variance
2014 Budget	$ 10,712,575	$ 11,674,190	9%
2015-16 Budget	23,509,221	26,595,498	13%
2017-18 Budget	28,866,480	29,926,074	4%
2021 Budget	$ 14,366,149	$ 17,896,828	25%

	Budgeted Expenditures	Actual Expenditures	Variance
2014 Budget	$ 11,728,190	$ 11,202,027	-4%
2015-16 Budget	23,860,248	22,915,330	-4%
2017-18 Budget	30,332,088	30,902,959	2%
2021 Budget	$ 18,555,838	$ 15,483,215	-17%

The numbers in table do not include budget amendments.

The biennial budget process is like that of the annual, therefore, we should be able to move to a biennial process seamlessly.

The major process difference for biennial budgeting is the mid-biennial review. The mid-biennial review must occur between September 1 and December 31 of the first (odd-numbered). This will occur in Fall of the odd-numbered year (1st year of budget).

FISCAL CONSIDERATION: No additional expenditures are required.

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: N/A

ATTACHMENTS: Ordinance 1485

REVIEWED BY:

☒ Mayor
☒ City Administrator
☒ City Attorney
☒ Finance Director
☐ Department Head

ORDINANCE 1485

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, REPEALING ORDINANCE 1390 WHICH REESTABLISHED AN ANNUAL BUDGET; AND ADOPTING A BIENNIAL BUDGET AND BIENNIAL BUDGET PROCESS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 35A.34 RCW, the City of Gig Harbor, Washington is authorized to adopt a biennial fiscal budget; and

WHEREAS, Chapter 35A.34.040, RCW provides that such ordinance must be enacted at least six months prior to the start of the fiscal biennium; and

WHEREAS, the City Council previously repealed adoption of the biennial process through Ordinance 1390; and

WHEREAS, the City Council has determined that it would be in the best interest of the city to re-establish a biennial budget process to be effective January 1, 2023;

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

Section 1. Ordinance 1390 Repealed. Ordinance No. 1390, which repealed the biennial budget and established an annual budget is hereby repealed in its entirety, effective January 1, 2023.

Section 2. Establishment of a Biennial Budget. The City of Gig Harbor hereby adopts a fiscal biennial budget process as authorized pursuant to Chapter 35A.34 RCW, as now or hereafter amended.

Section 3. Mid-Biennial Review and Modification. Mid-biennial reviews and modifications of the biennial budget are hereby provided. The review of the mid-biennial budget shall commence no sooner than eight months after the start nor later than 12 months after the start of the biennium. The mayor shall prepare the proposed budget modification and shall provide for publication of notice of hearings consistent with publication of notices for adoption of other city ordinances. The mayor shall distribute the proposed modification to members of the city council, with copies available to the public at City Hall. Public hearings on the proposed budget modification shall be conducted prior to the adoption of the ordinance modifying the biennial budget.

Section 4. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 5. 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 6. Effective Date. This ordinance shall take effect January 1, 2023.

ADOPTED by the Council of the City of Gig Harbor at a regular meeting thereof, held this 11th day of April, 2022.

_____
Tracie Markley
Mayor

Approved as to form:

_____
Daniel Kenny
City Attorney

Attest:

_____
Joshua Stecker, CMC
City Clerk

City of Gig Harbor
City Council Meeting Agenda Bill

Meeting Date: March 28, 2022

SUBJECT: Resolution 1237 Adopting the 2022-23 Strategic Plan

PURPOSE & RECOMMENDATION: The purpose of this agenda bill and resolution is to adopt the 2022-23 Strategic Plan and Vision Statement.

SUGGESTED MOTION: Move to approve Resolution 1237.

SUBMITTED BY: Josh Stecker, City Clerk
DEPARTMENT: Administration **PHONE:** 853-7613

BACKGROUND INFORMATION: During its retreat on January 29, the City Council held a facilitated discussion to go over its priority goals and craft a vision statement. The results of that discussion were combined with the objectives found in the 2022 Budget to form the 2022-23 Strategic Plan.

The Strategic Plan is designed to provide Council and the City's residents with a high-level view of the priorities and goals of the City Council.

DISCUSSION: Council discussed and revised the Strategic Plan at its March 17 study session. The Strategic Plan presented as Exhibit A reflects Council's directions from that meeting. It can be adopted as presented or modified as Council sees fit.

FISCAL CONSIDERATION: None.

BOARD/COMMISION/COMMITTEE RECOMMENDATION: None.

ATTACHMENTS: Resolution 1237

REVIEWED BY:
☒ Mayor
☒ City Administrator
☐ City Attorney
☐ Finance Director
☐ Department Head

RESOLUTION 1237

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ADOPTING THE CITY OF GIG HARBOR TWO-YEAR STRATEGIC PLAN 2022-23

WHEREAS, the City Council has identified the need for an overall strategic plan to address major mandatory projects as well as other long and short-term desired objectives; and

WHEREAS, the City Council recognizes this is not a complete list and acknowledges that the Strategic Plan is a priority list constrained by staff and council time; and

WHEREAS, an overall strategic plan will assist the Council to regularly review and benchmark priorities and timelines against the established vision and mission of the City; and

WHEREAS, a facilitated strategic planning retreat for Council was held on January 29, 2022 during which the City Council discussed its priority goals and drafted a Vision Statement for the City; and

WHEREAS, Council refined its priorities and goals during a study session on March 17, 2022;

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

Section 1. The City Council hereby adopts the City of Gig Harbor Two-Year Strategic Plan 2022-23 (attached as Exhibit A).

Section 2. The City Council hereby adopts the following as its Vision Statement: "*The City of Gig Harbor leads the way in livability, environmental stewardship, economic vitality, and municipal services.*"

ADOPTED by the City Council of the City of Gig Harbor at a regular meeting thereof, held this 28th day of March 2022.

_____
Tracie Markley
Mayor

Attest:

_____
Joshua Stecker, CMC
City Clerk

EXHIBIT A: City of Gig Harbor Two-Year Strategic Plan 2022-2023

Vision Statement: ***The City of Gig Harbor leads the way in livability, environmental stewardship, economic vitality, and municipal services.***

Priorities	Goals	Actions – Routine/Annual	Actions - Project
Foster a healthy City organization	▪ Be an exceptional employer ▪ Retain existing workforce ▪ Attract qualified applicants ▪ Ensure safe work environment ▪ Encourage staff training ▪ Encourage and obtain employee feedback	☐ Fill all vacancies in a timely manner ☐ Maintain effective procedures to respond to ADA, FMLA, etc. issues and situations ☐ Maintain collaborative relationships with union representatives ☐ Re-qualify for AWC Well City designation	☐ Develop a staff retention and attraction program* ☐ Review and update the City's DEI program* ☐ Develop an employee recognition and appreciation program ☐ Update Personnel Policies Manual ☐ Update Safety Manual and Accident Prevention Program ☐ Conduct employee satisfaction survey ☐ Revise employee evaluation process ☐ Develop management training for all new supervisors*
Ensure sustainable future for public services and facilities	▪ Provide more efficient and effective municipal services ▪ Improve public outreach on capital projects ▪ Increase communications between the City and residents ▪ Better understand community needs and service expectations ▪ Make city meetings more accessible to residents online ▪ Source funding and implement plans for City Parks & Rec, streets/transportation options, utilities ▪ Ensure adequate infrastructure to support community needs	☐ Update utility rates as needed ☐ Support free vessel pump-out service ☐ Continue implementing permit and land use approval process improvements ☐ Continue and when possible, increase resources dedicated to capital improvement projects ☐ Review/amend TIP to improve motorized and non-motorized transportation	☐ Develop an online citizen comment/reporting form ☐ Conduct a citizen satisfaction survey* ☐ Create a City-wide Communications Plan* ☐ Update Public Works Standards ☐ Conduct HOA fair ☐ Implement hybrid Court system/electronic case management ☐ Implement hybrid city meetings platform ☐ Develop neighborhood traffic calming policy
Maintain small town character and historic preservation while growing responsibly	▪ Promote responsible growth in keeping with small town character ▪ Address infrastructure issues to relieve traffic issues ▪ Ensure adequate affordable housing ▪ Focus on character retention and historic preservation ▪ Foster safe, livable and attractive community ▪ Decrease distance to get to a park or open space ▪ Enhance walkability and pedestrian/cyclist safety	☐ Annually docket specific priorities in the Comprehensive Plan ☐ Provide funding support for Harbor History Museum ☐ Monitor State legislative activity ☐ Provide funding support for Senior Center programming ☐ Maintain/expand support for the Arts Commission and the arts in the city ☐ Implement and support Sister City program* ☐ Continue to fund Creative Endeavor Grants ☐ Implement pedestrian and bicycle projects consistent with adopted Transportation Element	☐ Revise Municipal Code for short term rentals ☐ Prepare 2024 Comprehensive Plan Periodic Update ☐ Provide funding for Harbor History Museum Maritime Gallery project ☐ Provide funding for Senior Center permanent home ☐ Complete annexation study ☐ Review Design Manual ☐ Develop Housing Needs and Action Plan ☐ Create Historic Preservation Committee ☐ Review parking requirements for businesses and off-street parking ☐ Support funding for youth and teen activities*
Promote environmental sustainability and preserve Gig Harbor's natural beauty	▪ Address climate change ▪ Preserve tree canopy ▪ Preserve and enhance natural character ▪ Add undeveloped land to parks inventory	☐ Support free vessel pump-out service ☐ Annually review Climate & Sustainability Action Plan (once developed)*	☐ Adopt Climate & Sustainability Action Plan* ☐ Incorporate climate change into the City's Comprehensive Plan ☐ Form Climate Action Committee* ☐ Adopt Urban Forest Management Plan and update tree retention policies* ☐ Develop recycling program in City parks ☐ Install Civic Center electric vehicle charging station ☐ Pursue opportunities to buy conservation parcels* ☐ Annex parcels in City's park system ☐ Update Stormwater Management and Site Development Manual ☐ Assess gaps in public charging stations in the ROW for electric vehicles
Promote and enhance a dynamic and robust economy	▪ Develop a plan to increase promotion of our local business community ▪ Increase vitality of the city's small businesses ▪ Attract larger business to industrial zone ▪ Maintain and enhance commercial fishing	☐ Support Downtown Waterfront Alliance and Chamber of Commerce ☐ Promote tourism-related activities through lodging tax grants ☐ Promote downtown businesses and events to bring in visitors ☐ Continue collaboration with Pierce Transit for downtown trolley service ☐ Produce annual Visitor's Guide ☐ Annually evaluate effectiveness of tourism promotion and lodging tax ☐ Continue supporting visitor-oriented media relations	☐ Design and construct Fishermen's Home Port ☐ Create a Business Retention and Attraction Plan* ☐ Evaluate and amend (if necessary) development regulations and fees ☐ Develop and implement a small business fair*

Adopted by Resolution 1237 on March 28, 2022

**Action not funded in 2022 Budget*

UPCOMING CITY MEETINGS

ALL AGENDA ITEMS TENTATIVE – SUBJECT TO CHANGE

Day	Date	Time	Group	Agenda Items
M	**Mar. 28**	**5:30pm**	**City Council**	*See Agenda*
M	Mar. 28	3:00pm	Civil Service Commission Special Meeting	
TH	Mar. 31	2:00pm	City Council Study Session	Annual Pavement Maintenance Program Council Guidelines Update Fireworks Discussion
TH	Mar. 31	5:00 pm	Planning Commission	Short Term Rentals
W	Apr. 6	5:30pm	Parks Commission	Parks Appreciation Day Planning Discussion of the 2022 Work Program
TH	Apr. 7	5:00pm	Planning Commission	Hearing - Transitional Housing, Permanent Supportive Housing, Emergency Shelters, and Emergency Housing
M	**Apr. 11**	**5:30pm**	**City Council**	**Consent:** • Approval of Contract with Kitsap Animal Control • On-Call Arborist - Professional Services Contract **Presentation:** Volunteer Appreciation Week Proclamation **Old Business:** • Second Reading and Adoption of Ordinance 1485 Approving a Biennial Budget Process **New Business :** • Prentice Ave/Fennimore St Half-Width Roadway Improvements Final Design - Professional Services Contract • First Reading of Ordinance XXXX Repealing GHMC 2.51 Standing Committees
TH	Apr. 14	11:00am	Lodging Tax Advisory Committee	
TH	Apr. 14	2:00pm	City Council Study Session	UGA Analysis Stormwater Source Control Program 2022 Active CIP Schedule Update
TH	Apr. 14	3:00pm	Civil Service Commission	
TH	Apr. 14	5:00pm	Design Review Board	
TH	Apr. 21	5:00pm	Planning Commission	
M	**Apr. 25**	**5:30pm**	**City Council**	**Consent Agenda:** • North Creek Culvert Replacement Feasibility Study - Professional Services Contract • Resolution XXXX RCO Grant application North Creek Culvert Replacement Feasibility Study

				• Resolution XXXX RCO Grant application for Parks projects **Old Business:** • Second Reading and Adoption of Ordinance XXXX Repealing GHMC 2.51 Standing Committees **New Business:** • Resolution XXXX Revising Council Guidelines & Procedures • First Reading of Ordinance XXXX Water System Plan Revision • Public Works Operations Center Building Construction - Public Works Contract Award • Austin Honoring Art Foundation - Public Works Contract Award **Staff Report:** Quarterly Budget Update
TH	Apr. 28	2:00pm	City Council Study Session	2:00 Urban Forestry Presentation - DNR 3:00 Legislative Session Wrap Up Sister City Discussion
TH	Apr. 28	5:00pm	Design Review Board	
TBD	TBD	TBD	Salary Commission	Must meet before April 30
M	**May 9**	**5:30pm**	**City Council**	**Old Business:** • Second Reading of Ordinance XXXX Water System Plan Revision
TH	May 12	2:00pm	City Council Study Session	Review of 2023-28 Transportation Improvement Program 2022 Active CIP Schedule Update
M	**May 23**	**5:30pm**	**City Council**	
TH	May 26	2:00pm	City Council Study Session	
M	**June 13**	**5:30pm**	**City Council**	Public Hearing Resolution XXXX Adopting 2022 TIP
TH	June 16	2:00pm	City Council Study Session	Holiday Display Policy 2022 Active CIP Schedule Update
M	**June 27**	**5:30pm**	**City Council**	
TH	June 30	2:00pm	City Council Study Session	