

AGENDA
GIG HARBOR CITY COUNCIL MEETING
Monday, May 23, 2022 – 5:30 p.m.
Virtual Meeting

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

CALL TO ORDER/ROLL CALL

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGMENT

Before we begin this Council Meeting we would like to recognize that we are gathered on not only the ancestral and traditional lands of the sx̣wəbabč band of the Puyallup Tribe of Indians, but also on the site of one of the largest and longest standing historic villages of the people, the original inhabitants of the Gig Harbor area.

CHANGES TO THE AGENDA

CONSENT AGENDA

1. City Council Minutes

Documents:

[City Council Minutes - May 9, 2022.pdf](#)
[City Council Study Session Minutes - May 12, 2022.pdf](#)
[City Council Special Meeting Minutes - May 17, 2022.pdf](#)

2. Approval of Vouchers

Check numbers 97867 through 98023 and ACH payments in the amount of \$1,346,427.81.

3. Interlocal Cooperative Purchasing Agreement with Washington Learning Source

Documents:

[AGENDA BILL Washington Learning Source ILA.pdf](#)

4. Interlocal Agreement with Kitsap County for the West Sound Stormwater Outreach Group

Documents:

[AGENDA BILL Kitsap County ILA.pdf](#)

5. Resolution 1244 Authorizing an RCO Grant Application for the North Creek Culvert Replacement Feasibility Study

Documents:

[AGENDA BILL Resolution 1244.pdf](#)

6. Interlocal Agreement with Gig Harbor Fire for CPR/First Aid Instructor Training

Documents:

[AGENDA BILL Gig Harbor Fire ILA.pdf](#)

7. Resolution 1245 Authorizing the Submittal of a Safe Routes to School Grant Application for the Prentice Avenue/Fennimore Street Half-Width Roadway Improvement Project

Documents:

[AGENDA BILL Resolution 1245.pdf](#)

8. Professional Services Contract with 3J Consulting, Inc., for On-Call Private Development Review Assistance

Documents:

[AGENDA BILL On-Call Private Development Review Assistance PSC.pdf](#)

PRESENTATIONS

1. Public Works Week Proclamation

Documents:

[Public Works Week 2022.pdf](#)

2. Peninsula Cultural Arts District Proposal - Harbor History Museum Director Stephanie Lile

Documents:

[Peninsula Cultural Arts District Presentation.pdf](#)
[Peninsula Cultural Arts District Summary Sheet.pdf](#)

MAYOR'S REPORT

CITY ADMINISTRATOR'S REPORT

PUBLIC COMMENT ON NON-AGENDA ITEMS

Documents:

[Public Comment.pdf](#)

NEW BUSINESS

1. Resolution 1246 Declaring the Month of June as LGBTQ+ Pride Month in the City of Gig Harbor

Suggested Motion: Move to approve Resolution 1246

- a) Report: City Clerk Josh Stecker
- b) Clarifying questions from Council
- c) Public comment
- d) Council deliberation and action

Documents:

[AGENDA BILL Resolution 1246.pdf](#)

COUNCIL REPORTS / COMMENTS

ANNOUNCEMENT OF UPCOMING MEETINGS

Documents:

[Agenda Planning Schedule.pdf](#)

[City of Gig Harbor Two-Year Strategic Plan 2022-2023.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.

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

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

Instead of making oral comment, written comments may be submitted to the City Clerk at cityclerk@gigharborwa.gov at least 4 hours in advance of the meeting start time. Written comments must include the words "FOR PUBLIC COMMENT" in the subject line of the email and must be able to be read within the 3-minute time limit. Persons submitting written comments must include their name and address

with their comments. All written comments submitted in this manner will be included in the online packet for the meeting and will be forwarded to the Mayor and councilmembers for their review. Written comments will be read aloud during the meeting upon the request of the commenter.

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.

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 MEETING
Monday, May 9, 2022 – 5:30 p.m.
Council Chambers

CALL TO ORDER / ROLL CALL: Mayor Markley called the meeting to order at 5:32 p.m. Councilmembers Barber, Denson, Henderson, Lykins, Rodenberg, Storset and Woock were present.

CONSENT AGENDA:

1. Approval of City Council Minutes - City Council Minutes - April 25, 2022; City Council Study Session Minutes - April 28, 2022
2. Appointment of Sonja Johnson and Colette Smith and reappointment of Robin Avni and Charlee Glock-Jackson to the Arts Commission.
3. Appointment of Amy Wheeler and Brianne Blackburn to the Design Review Board.
4. Appointment of Les McCallum and Stace Gordon and the reappointment of Ben Coronado to the Parks Commission.
5. Approval of Masonic Lodge Lease Agreement Amendment #3
6. Approval of Payroll - Checks #8353 through #8356 and direct deposit transactions in the total amount of \$521,543.01.
7. Approval of Vouchers - Check numbers 97778 through 97866 and ACH payments in the amount of \$1,671,594.28.

MOTION: Move to approve the Consent Agenda (Rodenberg/Lykins).

VOTE: Unanimously approved.

PRESENTATION: Dr. Elly Claus-McGahan gave a presentation on Wildfire Resiliency Policy. Gig Harbor Fire Chief Dennis Doan reported on the potential for urban wildfire in Gig Harbor.

MAYOR'S REPORT: Mayor Markley announced that the City has closed on the purchase of the 11.5-acre North Creek Salmon Heritage Conservation Project Phase 1 property. Public Works Director Jeff Langhelm gave an update on the Harborview/Stinson Intersection Improvement Project.

PUBLIC COMMENT ON NON-AGENDA ITEMS: Michael Shipman commented on traffic issues on Prentice Avenue. Marilyn Colyer submitted written comment on the Gig Harbor Sports Complex.

NEW BUSINESS:

1. **Resolution 1243 Declaring an Emergency for Borgen Blvd. Pavement Repair** – Public Works Director Jeff Langhelm introduced the Ordinance and updated Council on the status of the repair project.

MOTION: Move to approve Resolution 1243 (Rodenberg/Woock).

VOTE: Unanimously approved.

- 2. First Reading and Adoption of Ordinance 1487 Amending the City's Personnel Salary Schedule** – City Clerk Josh Stecker introduced the Ordinance which amends the salary schedule for the Code Enforcement Officer position and provides a corrected salary schedule for Supervisory Unit employees.

MOTION: Move to approve Ordinance 1487 (Barber/Henderson).

VOTE: Unanimously approved.

COUNCIL REPORTS / COMMENTS: Councilmember Lykins requested a resolution declaring the month of June as Pride Month. Her request was supported by a majority Council. Staff will prepare a resolution for adoption at the May 23 Council meeting.

ADJOURN: The meeting adjourned at 6:35 p.m.



Joshua Stecker, CMC
City Clerk

MINUTES FOR GIG HARBOR CITY COUNCIL STUDY SESSION
Thursday, May 12, 2022 – 2:00 p.m.
Virtual Meeting

CALL TO ORDER / ROLL CALL: Mayor Markley called the meeting to order at 2:03 p.m. Councilmembers Barber, Denson, Henderson, Lykins, Storset, and Woock were present. Councilmember Rodenberg was excused.

EXECUTIVE SESSION: Council went into Executive Session for 15 minutes at 2:04 p.m. to discuss the acquisition of real estate per RCW42.30.110(b). Mayor Markley announced that no action will be taken following the Executive Session. At 2:20 p.m. the Executive Session was extended an additional 5 minutes until 2:25 p.m. At 2:25 p.m. the Executive Session was extended an additional 10 minutes until 2:35 p.m. Council returned to regular session at 2:37 p.m.

DISCUSSION ITEMS:

1. **South Sound 911 Presentation** – Deborah Grady, South Sound 911 Executive Director, and Julie Door, Chair of the Board, provided Council with a presentation on who the agency is and what they do, and addressed questions from the Council.
2. **2023-2028 Six-Year Transportation Improvement Program** – Interim City Engineer, Aaron Hulst, provided a presentation on the Six-Year Transportation Improvement Program and answered Council questions. Council requested he distribute the pedestrian map included in his presentation.
3. **Burnham Drive Half-Width Roadway Improvements Phase 1A Mitigation Plan** – Marcos McGraw, Associate Engineer, provided Council with a presentation on the mitigation plan for Phase 1A of the Burnham Drive half-width roadway improvements and answered Council questions.
4. **Prentice Avenue/Fennimore Street Half-Width Roadway Improvements Grant Application** – Stephanie Seibel, Associate Engineer, provided Council with a presentation on the grant application, process, and timeline for Prentice Avenue/Fennimore Street half-width roadway improvements and addressed Council questions.
5. **2022 Active CIP Schedule Update** – Jeff Langhelm, Public Works Director, provided Council with an update on the schedule for 2022 active capital improvement projects.

ADJOURN: The meeting adjourned at 5:09 p.m.

Tiffany Aliment
Assistant City Clerk

MINUTES
GIG HARBOR CITY COUNCIL SPECIAL MEETING
Tuesday, May 17, 2022 – 4:00 p.m.
Virtual Meeting

CALL TO ORDER / ROLL CALL: Mayor Markley called the meeting to order at 4:04 p.m. Councilmembers Barber, Denson Henderson, Lykins, Storset and Woock were present. Councilmember Rodenberg was excused.

EXECUTIVE SESSION: The Mayor announced that Council would go into Executive Session to discuss the acquisition of real estate per RCW 42.30.110(b) for 20 minutes at 4:09 p.m. with no action to be taken following the Executive Session.

Council returned to regular session at 4:30 p.m.

ADJOURN: The meeting adjourned at 4:30 p.m.



Joshua Stecker, CMC
City Clerk



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

Meeting Date: May 23, 2022

SUBJECT: Interlocal Cooperative Purchasing Agreement with Washington Learning Source

SUBMITTED BY: Jeff Langhelm, PE, Public Works Director

DEPARTMENT: Public Works

PHONE: 253-853-7630

SUGGESTED MOTION: Move to authorize the Mayor to execute an Intergovernmental Cooperative Purchase Agreement with Washington Learning Source.

BACKGROUND INFORMATION: The City is in the process of purchasing new equipment for the Civic Center Building Access and Control System. Security Solutions Northwest has been determined to best fit the needs of our facilities, to include the new Public Works Operations Center building, through a review with ITS and Public Works staff. Security Solutions Northwest has a current contract with Washington Learning Source through which the City would be able to purchase equipment through their Vendor Agreement. Staff recommends that the City join the Washington Learning Source membership to utilize Interlocal contract pricing.

Pursuant to chapter 39.34 RCW, bidding is not required when purchases of materials, supplies, or equipment are made under State standard contracts or similar contracts executed by and through other local governments which have complied with state bidding requirements. Resolution 1066, Section 3.5 allows for the City to purchase through Interlocal Cooperative Purchasing Agreements.

FISCAL CONSIDERATION:

Expenditure Required: \$0	Amount Budgeted: \$0	Appropriation Required: \$0
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BOARD/COMMISSION/COMMITTEE RECOMMENDATION: None

ATTACHMENTS: Interlocal Cooperative Purchasing Agreement

STRATEGIC PLAN PRIORITY: Ensure sustainable future for public services and facilities

INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

Pursuant to Chapter 28A.RCW and Chapter 39.34 RCW and other provisions of the law that authorize intergovernmental agreements for cooperative purchasing, Puget Sound Educational Service District (PSESD), a political subdivision of the State of Washington and City of Gig Harbor (**Purchasing Agency**), hereby agree to enter into this agreement for the cooperative purchasing of various technology goods and services subject to the following terms and conditions:

1. PSESD operates the Washington Learning Source (WLS) purchasing program under which competitive bids and proposals are solicited on behalf of school districts and other educational organizations for the purchase of technology goods and services. PSESD agrees to extend the terms and conditions of said contract(s) to the Purchasing Agency, to the extent permitted by law, and agreed upon by all parties.
2. PSESD represents and warrants it has complied with its statutory requirements under Washington State law regarding notice for bids or proposals for goods or services subject to this Agreement. PSESD further represents and warrants that it posted the solicitations on the Washington's Electronic Business Solutions website.
3. The Purchasing Agency agrees to accept responsibility for compliance with any additional or varying laws and regulations governing purchase they make. PSESD makes no representation or warranty that this Agreement complies with the requirements of the statutes, regulations, policies, or rules applicable to each participating Purchasing Agency.
4. To purchase various technology goods and services under the vendor contract(s), Purchasing Agency shall send a purchase order or contract directly to the vendor(s) or vendor's subcontractors that are furnishing specified technology goods and services using a specified WLS contract number.
5. PSESD accepts no responsibility for any vendor or vendor's subcontractors' performance of any purchasing contract and accepts no responsibility for the payment of the purchase price by the Purchasing Agency.
6. It is not the intent of the parties to this Agreement, nor shall this Agreement be interpreted, to create a new or separate legal entity for the performance of this Agreement. Instead, the boards or other governing body of both parties shall jointly administer this Agreement in accordance with the terms contained herein.
7. The Purchasing Agency shall be solely responsible for acquiring the products or property, and all such products or property shall be held in Purchasing Agency's name. The Purchasing Agency shall also have primary responsibility for disposing of such property for the duration of the Agreement and upon termination of the Agreement.
8. The manner of financing the purchased technology goods and services under this Agreement shall be through budgeted funds or other available funds of the Purchasing Agency. Said Purchasing Agency shall be responsible for all budget and accounting procedures related to its purchases.

9. The terms of this Agreement shall be governed by the laws of the State of Washington.
10. This Agreement has been approved by the governing bodies of the Purchasing Agency and PSESD by resolution, motion, or other means specifically authorized by law.
11. This Agreement shall become effective once it is fully executed and, pursuant to RCW 39.34.040, filed with the County Auditor or listed by subject on the public agency's web site or other electronically retrievable public source. The Purchasing Agency shall file or list the Agreement on their website prior to purchasing items from the WLS contract(s).
12. This Agreement shall remain in force until terminated by either party according to the terms herein. Either party may terminate this Agreement upon sixty (60) days written notice to the other party.

Purchasing Agency:

Signature

Title

Date

Washington Learning Source

Signature

Title

Date

Puget Sound ESD

Signature

Title

Date

Interlocal for Washington Learning Source

Puget Sound ESD 800 Oakesdale AVE SW Renton, WA 98057



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

Meeting Date: May 23, 2022

SUBJECT: Interlocal Agreement with Kitsap County for the West Sound Stormwater Outreach Group

SUBMITTED BY: Brienn Ellis, Stormwater Engineering Technician

DEPARTMENT: Public Works

PHONE: 358-5635

SUGGESTED MOTION: Move to authorize the City Administrator to execute and sign an interlocal agreement with Kitsap County.

BACKGROUND INFORMATION: Kitsap County and the Cities of Poulsbo, Bremerton, Port Orchard, and Gig Harbor have been working to jointly develop, implement, and fund NPDES Municipal Stormwater Permit-required outreach via interlocal agreements since 2008. With the additions of Bainbridge Island and Port Angeles in 2012, the group assumed the name of West Sound Stormwater Outreach Group (WSSOG), to represent the regional scope and to align with other similar groups across Puget Sound under the Stormwater Outreach for Regional Municipalities (STORM) umbrella.

FISCAL CONSIDERATION: This is a three-year agreement for \$5,708 per year (\$17,124 for all three years). The City uses Department of Ecology Stormwater Capacity Grant to fund the WSSOG program to reimburse the City for this expense.

Expenditure Required: \$17,124 (2023-25)	Amount Budgeted: \$20,000 (2022)	Appropriation Required: \$
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BOARD/COMMISSION/COMMITTEE RECOMMENDATION: None

ATTACHMENTS: Interlocal Agreement between Kitsap County and City of Gig Harbor for the West Sound Stormwater Outreach Group

STRATEGIC PLAN PRIORITY: Promote environmental sustainability and preserve Gig Harbor's natural beauty

KC-291-22

**INTERLOCAL AGREEMENT
BETWEEN KITSAP COUNTY AND
THE CITY OF GIG HARBOR
FOR THE WEST SOUND STORMWATER OUTREACH GROUP**

I. PREAMBLE

This Interlocal Agreement (hereafter "AGREEMENT") is by and between Kitsap County (hereafter "COUNTY") whose principal offices are located at 614 Division Street, Port Orchard, Washington 98366 and the City of Gig Harbor (hereafter "CITY") whose principal offices are located at 3510 Grandview St, Gig Harbor, Washington 98335.

II. RECITALS

Whereas, the Washington State Department of Ecology requires owners or operators of a municipal separate storm sewer system to obtain coverage under Western Washington NPDES Phase II Municipal Stormwater Permit; and

Whereas, mutual benefits will accrue to the parties hereto and the people which each serves in the cooperative implementation of the West Sound Stormwater Outreach Group. The Interlocal Cooperation Act, chapter 39.34 RCW, further authorizes the parties hereto to enter into this AGREEMENT; and

Whereas, Permittees are required by Permit Section S5.C.2 to provide stormwater education and outreach programs designed to achieve measurable reductions in behaviors that cause or contribute to adverse stormwater impacts; and

Whereas, coordination among Permittees with adjoining or shared geographic areas is encouraged by the Washington State Department of Ecology and enhances access to federal, state, and other financial and technical support, and

Whereas, West Sound residents share media sources and would benefit from consistent messaging across city and county boundaries; and

Whereas, municipal resource efficiency is increased and cost savings are realized through sharing expertise, expenses, and staff time to gain economies of scale and avoid duplication; and

Whereas, Kitsap County and the cities of Poulsbo, Bremerton, Port Orchard, Gig Harbor, Bainbridge Island, and Port Angeles desire to continue to work together as the West Sound Stormwater Outreach Group to coordinate joint development and implementation of stormwater education and outreach programs.

NOW THEREFORE, the parties mutually agree as follows:

III. AGREEMENT

- A. The Recitals set forth above are expressly incorporated into the AGREEMENT by this reference.
- B. This AGREEMENT consists of the following documents:
 - 1. Interlocal Agreement
 - 2. EXHIBIT A: West Sound Stormwater Outreach Group Scope of Work and Budget
- C. **Purpose:** The purpose of the AGREEMENT is to provide a mechanism through which COUNTY and CITY voluntarily collaborate in the development, implementation, and funding of stormwater education and outreach messages, materials, activities, and program assessment tools for the general public, businesses, and other target audiences as required by the NPDES Phase II Permit.
- D. **Payment and Funding:** CITY will provide COUNTY funds in an amount not to exceed a total of \$5,708 per year, totaling of \$17,124 for the years 2023 through 2025 in accordance with Section I below. COUNTY agrees to send invoices to CITY representative for reimbursement of allowable expenses incurred as defined in EXHIBIT A.
- E. **Scope of Work:** COUNTY and CITY shall perform duties and services as are listed in EXHIBIT A, attached hereto and incorporated herein by this reference. Said services shall be performed in accordance with the approved Scope of Work and budget specified in EXHIBIT A, and as provided for in Section I of this AGREEMENT.
- F. **COUNTY and CITY Administrators:**

The “West Sound Stormwater Outreach Group” is a collective of local jurisdictions and is not a separate legal entity. Accordingly, Kimberly Pleger, Stormwater Education & Outreach Coordinator, 614 Division Street, MS-26A, Port Orchard, Washington 98366 shall represent COUNTY in all matters pertaining to the services rendered under this AGREEMENT. All requirements of the CITY pertaining to the services and materials to be rendered under this AGREEMENT shall be coordinated through the COUNTY representative.

Brienn Ellis, Stormwater Engineering Technician, 3510 Grandview St, Gig Harbor, Washington 98335, shall represent the CITY in all matters pertaining to the services and materials to be rendered under this AGREEMENT. All requirements of the COUNTY pertaining to the services or materials to be rendered under this AGREEMENT shall be coordinated through the CITY representative.

Following a change of representative, COUNTY and CITY will inform the other party in writing within ten (10) working days.

- G. **Reporting:** By January 31st of each year this AGREEMENT is in effect, COUNTY and CITY will jointly report the results of work conducted under this AGREEMENT in a manner that is mutually useful in the fulfillment of NPDES Permit reporting requirements for public education activities, as specified in Permit Section S9.E.2.

- H. **Responsibilities of the Parties:** It is mutually understood that CITY will provide COUNTY with the following:

Up to \$17,124 over the duration of this AGREEMENT for development of educational materials, professional service fees, partial reimbursement of COUNTY administrative costs, and other expenses related to tasks as described in EXHIBIT A. CITY will also contribute staff time to attend meetings, provide input, conduct pertinent research, and participate in program development.

It is mutually understood that COUNTY will provide CITY with the following:

COUNTY will provide administrative services and act as financial manager for this AGREEMENT and associated professional service contracts. COUNTY will also contribute staff time to facilitate meetings, provide input, conduct pertinent research, and participate in program development.

- I. **Reimbursement:** CITY shall reimburse COUNTY for actual incurred costs upon presentation of a properly executed invoice. Costs shall be charged and funding reimbursed based upon appropriate program elements as defined in EXHIBIT A. COUNTY may exceed line item amounts within individual program element budgets, but shall not exceed the total budget for each individual program element without written approval of CITY. Reimbursement requests shall not be made to CITY more frequently than once a month. CITY shall reimburse COUNTY within thirty (30) days of receipt of a properly executed COUNTY invoice.
- J. **Property:** Title to property purchased by COUNTY, the cost of which COUNTY has been reimbursed as a direct item of cost under this AGREEMENT, shall pass to and vest to COUNTY. Property purchased with funds delivered pursuant to this AGREEMENT may be used only for the performance of this AGREEMENT and shall be purchased in accordance with applicable state law and COUNTY purchasing policies.
- K. **Assignment:** COUNTY may assign or subcontract any portion of the services provided within the terms of the AGREEMENT. All terms and conditions of the AGREEMENT shall apply to any approved subcontract or assignment related to this AGREEMENT.
- L. **Indemnity:** Both COUNTY and CITY shall accept responsibility for any and all liability arising from acts of its own officers, employees, agents, and contractors to the extent provided by law. Additionally, each party agrees to indemnify, defend, and hold harmless the other party, and its officers, agents, and employees for all claims (including demands, suits, penalties, losses, damages, or costs of any kind whatsoever) including costs, expenses, and reasonable attorney's fees, to the

extent such a claim arises or is caused by the indemnifying party's own negligence or that of its officers, agents, or employees in performance of this AGREEMENT.

Nothing contained in this section of this AGREEMENT shall be construed to create a liability or a right of indemnification in any third party.

This section shall survive the expiration of this AGREEMENT.

- M. **Amendments:** The parties hereby further agree that this AGREEMENT cannot be amended or modified without the written concurrence of both parties.
- N. **Termination:** Either party to this AGREEMENT may elect to terminate this AGREEMENT for any reason by delivering a sixty (60) day written notice of intent to terminate to the other party. In the event of such termination, COUNTY shall be compensated for the actual costs incurred prior to the time of written notification of contract termination.
- O. **Duration:** This AGREEMENT shall commence on January 1, 2023, and shall remain in effect through December 31, 2025.
- P. **Recording:** Pursuant to RCW 39.34.040, this AGREEMENT shall be filed with the Kitsap County Auditor.
- Q. **Waiver:** A failure by either party to exercise its rights under this agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this AGREEMENT unless stated to be such in a writing signed by an authorized representative of the party and attached to the original AGREEMENT.
- R. **Governing Law:** This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Washington.
- S. **Venue:** The venue for any action to enforce or interpret this AGREEMENT shall lie in the Superior Court of Washington for Kitsap County, Washington.
- T. **Multiple Originals:** This AGREEMENT may be executed in multiple copies, each of which shall be deemed an original.
- U. **Severability:** If any provision of this AGREEMENT or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of the AGREEMENT which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this AGREEMENT are declared to be severable.

IN WITNESS WHEREOF, this AGREEMENT was executed by the parties on the dates hereinafter indicated.

DATED this ____ day of _____, 2022

CITY OF GIG HARBOR

DATED this ____ day of _____, 2022

**BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON**

Katrina Knutson, Interim City Administrator

Edward E. Wolfe, Chair

Charlotte Garrido, Commissioner

Robert Gelder, Commissioner

ATTEST:

Dana Daniels, Clerk of the Board

EXHIBIT A:

WEST SOUND STORMWATER OUTREACH GROUP

Scope of Work & Budget for 2023-2025

Kitsap County and the Cities of Poulsbo, Bremerton, Port Orchard, and Gig Harbor have been working to jointly develop, implement, and fund NPDES Municipal Stormwater Permit-required outreach via interlocal agreements since 2008. With the additions of Bainbridge Island and Port Angeles in 2012, the group assumed the name of West Sound Stormwater Outreach Group (WSSOG), to represent the regional scope and to align with other similar groups across Puget Sound under the Stormwater Outreach for Regional Municipalities (STORM) umbrella.

A. GOALS, OBJECTIVES, AND TASKS

Goals:

1. Work cooperatively to help meet the requirements for compliance with NPDES Phase II Municipal Stormwater Permit Section S5.C.2, Public Education and Outreach, through the implementation of “education and outreach program[s] designed to:
 - Build general awareness about methods to address and reduce impacts from stormwater runoff;
 - Effect behavior change to reduce or eliminate behaviors and practices that cause or contribute to adverse stormwater impacts;and, when possible,
 - Create stewardship opportunities that encourage community engagement in addressing the impacts from stormwater runoff.”¹
2. Realize cost savings and increase municipal resource efficiency by sharing expertise, expenses, and staff time to gain economies of scale and avoid duplication.
3. Jointly work to help fulfill education and outreach requirements of local Total Maximum Daily Loads (TMDLs), also known as Water Pollution Cleanup Plans.
4. Benefit citizens of the West Sound region by providing consistent outreach and messaging.
5. Gain enhanced access to federal, state, and other financial and technical support through coordination among Permittees with adjoining or shared geographic areas.
6. Identify opportunities for future collaboration on any new education and outreach requirements in the future NPDES Phase II Municipal Stormwater Permit (expected to be issued in 2024).

Objectives & Tasks:

Objective 1 Develop and adhere to an annual work plan for each year of this interlocal agreement.

¹ Washington State Department of Ecology, *Western Washington Phase II Municipal Stormwater Permit* (2019) p.14.

Task 1.1 Jointly develop a work plan for each year by January 31 of 2023, 2024 and 2025.

Objective 2 Build on existing successful efforts of the ongoing Pet Waste in Public Places campaign (aka Mutt Mitt program) behavior change program (required under S5.C.1.a.ii and S5.C.1.c of the 2013 Permit). Maintain elevated awareness levels and environmentally positive behavior trends for the one target audience and behavior selected (pet owners/proper disposal of pet waste in public areas).

Task 2.1 Review available evaluation data from other local programs as available to determine impact of existing outreach efforts.

Task 2.2 Continue to achieve sustained awareness and practice of proper pet waste management. Continue to implement the Mutt Mitt program, including a strategy for continued awareness and behavior adoption for the current Permit term using adaptive management as necessary, promoting maintenance of the Mutt Mitt Program and supporting growth where indicated.

Objective 3 Using social marketing practices and methods, implement the Natural Yard Care campaign with built in evaluation protocols for one target audience and behavior (DIY homeowners with kids or pets/using safer yard care products).

Task 3.1 Continue to implement the campaign strategy across the WSSOG boundaries based on previously performed or locally available and applicable research that includes an evaluation plan with specific, measurable, and achievable outcomes. Revise as necessary based on emerging issues, opportunities, and evaluation results.

Task 3.2 Assess the effectiveness of the campaign at proper intervals, documenting progress, and changing the campaign strategy as necessary to achieve desired outcomes.

Task 3.3 No later than March 31, 2024, evaluate and report on:

- The changes in understanding and adoption of targeted behaviors resulting from the implementation of the strategy; and
- Any planned or recommended changes to the campaign in order to be more effective; describe the strategies and process to achieve the results
- Use the results of the evaluation to continue to direct effective methods and implementation of the ongoing behavior change program.

Task 3.4 Continue the program at an appropriate level once measurements indicate increased adoption of the behavior in the target audience.

Objective 4 Collaborate on joint outreach and/or educational materials for the new business inspection ordinance and program (S5.C.6) to help cost saving and increase efficiency.

Task 4.1 Seek opportunities to collaborate on joint outreach components such as print materials or other outreach tools.

- Objective 5 Use adaptive management to refine programs and direct education and outreach resources most effectively.
- Task 5.1 Take advantage of mutually beneficial outreach opportunities that fall within the NPDES Permit-required scope of audiences and behaviors, regardless of prioritization ranking.
 - Task 5.2 Seek opportunities to share among member jurisdictions the existing outreach efforts to audiences not prioritized within the WSSOG activities, such that these efforts are beneficial to all members.
 - Task 5.3 Pursue grants and other funding opportunities as available and appropriate.
- Objective 6 Represent the WSSOG on larger regional stormwater outreach efforts through participation as a contributing member of STORM and the Puget Sound Starts Here (PSSH) campaign development team.
- Task 6.1 Help implement the STORM Strategic Plan and annual Work Plan to achieve results of use and benefit to the WSSOG.
 - Task 6.2 Promote capacity building among STORM and WSSOG members to raise the caliber of collective outreach in the region.
 - Task 6.3 Support development and implementation of the PSSH awareness campaign in conjunction with on the ground local behavior change programs.
 - Task 6.4 Participate in regional work groups on targeted behaviors (e.g.: Pet Waste, Natural Yard Care, Mobile Businesses, etc.)
- Objective 7 Track and maintain records of education and outreach activities. Publish an annual summary of activities that is suitable for use in NPDES reporting.

B. BUDGET

Table 1 and 2 shows the annual budget for years 2023 through 2025. The annual Staff Time budget of \$56,198 is for 0.5 FTE of a Kitsap County Education & Outreach Coordinator's time to administer the Interlocal Agreement and manage outreach programs identified in the annual work plan on behalf of the WSSOG. This funding also includes coordination with STORM, the Puget Sound Starts Here campaign development team, ECO Nets, and all associated travel expenses; as well as administrative duties such as financial tracking and management. The annual staff time budget will be shared by all WSSOG jurisdictions in proportion to their relative population size, as shown in Table 1 and 2.

The annual Outreach Base Programs budget of \$88,438 will be used to implement joint programs prioritized by the group and agreed upon for inclusion in the WSSOG annual work plan. This may include activities such as implementation of the Mutt Mitt Program, natural yard care outreach, reporting hotline promotion, advertising, local implementation of the Puget Sound Starts Here campaign, outreach collateral development and production, other priority behavior change programs, evaluation/surveys/focus groups/studies, and/or professional services to achieve any of these activities

or tasks. The WSSOG will make every effort to minimize actual costs by selecting competitive bids for professional services, and by pursuing grants and other funding sources as available and appropriate.

The annual Supplemental Programs Budget was added to accommodate several jurisdictions that expressed a desire for additional outreach support. This allows flexibility for jurisdictions to customize a suite of outreach options to meet the needs of their communities. Rates for elementary classroom lessons were based on County staff time for lesson preparation, teaching time, and travel. Cinema ad rates were based on real charges incurred for similar advertising in 2021. To meet the needs of jurisdictions who utilize biennial budget cycles, year 2023 and years 2024-2025 were calculated on separate charts.

Table 1. Annual budget for all program elements - 2023.

Jurisdiction	Population Est. 2021 (OFM)	Relative Population	Staff Time Budget	Base Programs Budget			Suppl. Programs Budget	Annual Cost per Jurisdiction
				Programs	PSSH & Mutt Mitt	BPB Total		
Unincorp. KC	180,840	58.33%	\$32,781	\$44,413		\$44,413	\$0	\$77,194
Bremerton	43,970	14.18%	\$7,971	\$10,799	\$2,500	\$13,299	\$0	\$21,269
Bainbridge Island	24,930	8.04%	\$4,519	\$6,123	\$2,500	\$8,623	\$0	\$13,142
Port Angeles	20,120	6.49%	\$3,647	\$4,941	\$1,750	\$6,691	\$2,200 ¹	\$12,538
Port Orchard	15,960	5.15%	\$2,893	\$3,920	\$2,550	\$6,470	\$860 ²	\$10,223
Poulsbo	12,000	3.87%	\$2,175	\$2,947	\$2,500	\$5,447	\$2,750 ³	\$10,372
Gig Harbor	12,200	3.94%	\$2,212	\$2,996	\$500	\$3,496	\$0	\$5,708
TOTAL	310,020	100.00%	\$56,198	\$76,138	\$12,300	\$88,438	\$5,810	\$150,446

PSSH & Mutt Mitt column represents a budget guideline for these two items per jurisdiction.

¹ Includes funding for 3 months of cinema ads in Port Angeles.

² Includes funding for 4 elementary school classroom lessons at \$215 each in Port Orchard.

³ Includes funding for 6 elementary school classroom lessons at \$275 each, and cinema ads in Poulsbo.

Table 2. Annual budget for all program elements – 2024 & 2025.

Jurisdiction	Population Est. 2021 (OFM)	Relative Population	Staff Time Budget	Base Programs Budget			Suppl. Programs Budget	Annual Cost per Jurisdiction
				Programs	PSSH & Mutt Mitt	BPB Total		
Unincorp. KC	180,840	58.33%	\$32,781	\$44,413		\$44,413	\$0	\$77,194
Bremerton	43,970	14.18%	\$7,971	\$10,799	\$2,500	\$13,299	\$0	\$21,269
Bainbridge Island	24,930	8.04%	\$4,519	\$6,123	\$2,500	\$8,623	\$0	\$13,142
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TOTAL	310,020	100.00%	\$56,198	\$76,138	\$12,300	\$88,438	\$5,810	\$150,446

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¹ Includes funding for 3 months of cinema ads in Port Angeles.

² Includes funding for 4 elementary school classroom lessons at \$215 each in Port Orchard.

³ Includes funding for 6 elementary school classroom lessons at \$275 each, and cinema ads in Poulsbo.



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

Meeting Date: May 23, 2022

SUBJECT: Resolution 1244 RCO Grant application – North Creek Culvert Feasibility Study

SUBMITTED BY: Jeff Langhelm, PE, Public Works Director

DEPARTMENT: Public Works

PHONE: 253-853-7630

SUGGESTED MOTION: Move to approve Resolution 1244.

BACKGROUND INFORMATION: City Council resolutions are required in order to make application for certain grant applications. RCO is one agency that requires each jurisdiction applying for grants to provide a formal resolution or authorization supporting the proposed application and establishing the authorized agent for the City.

The City's North Creek Culvert Replacement Project proposes to remove a partial fish barrier in North Creek under Harborview Drive. The City anticipates completing a feasibility study for the Project in 2022 in anticipation of beginning the formal design and permitting of the Project in 2023. For the upcoming grant cycle, Staff recommends applying through RCOs Salmon Recovery Funding Board (SRFB) program to support up to \$75,000 in funding for the feasibility study of the City's North Creek Culvert Replacement Project.

FISCAL CONSIDERATION: This section details the financial issues involved in the issue before Council, if applicable. It can include only the information contained in the table below or it can include additional financial information.

Expenditure Required: \$0	Amount Budgeted: \$0	Appropriation Required: \$0
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BOARD/COMMISSION/COMMITTEE RECOMMENDATION: None.

ATTACHMENTS: Resolution 1244

STRATEGIC PLAN PRIORITY: Ensure sustainable future for public services and facilities

RESOLUTION 1244

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR GRANT FUNDING ASSISTANCE FOR A SALMON RECOVERY FUNDING BOARD GRANT PROGRAM TO THE RECREATION AND CONSERVATION OFFICE (RCO) FOR NORTH CREEK CULVERT REPLACEMENT FEASIBILITY STUDY.

WHEREAS, the City's North Creek Culvert Replacement Project proposes to remove a partial fish barrier in North Creek under Harborview Drive; and

WHEREAS, the Washington State Recreation and Conservation Office (RCO) requires each jurisdiction applying for grants to provide a formal resolution or authorization supporting the proposed application and establishing the authorized agent for the City; and

WHEREAS, the City anticipates completing a feasibility study for the Project in 2022 in anticipation of beginning the formal design and permitting of the Project in 2023; and

WHEREAS, for the upcoming grant cycle, Staff recommends applying through RCOs Salmon Recovery Funding Board (SRFB) program to support up to \$75,000 in funding for feasibility study of the North Creek Culvert Replacement Project; and

WHEREAS, a City Council resolution is required in order to make application for the SRFB grant application;

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

Section 1. The Mayor is hereby authorized to execute the RCO Applicant Resolution/Authorization form as shown in Exhibit A.

ADOPTED by the City Council of the City of Gig Harbor at a regular meeting thereof, held this 23rd day of May, 2022.

Tracie Markley
Mayor

Attest:

Joshua Stecker, CMC
City Clerk

Exhibit A



Applicant Resolution/Authorization

Organization Name (sponsor) _____

Resolution No. or Document Name _____

Project(s) Number(s), and Name(s) _____

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	
Project contact (day-to-day administering of the grant and communicating with the RCO)	
RCO Grant Agreement (Agreement)	
Agreement amendments	
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. [for Acquisition Projects Only] Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property

acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. [for Development, Renovation, Enhancement, and Restoration Projects Only–If our organization owns the project property] Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
13. [for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property] Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
14. [Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed _____

Title _____ Date _____

On File at: _____

This Applicant Resolution/Authorization was adopted by our organization during the meeting held:
(Local Governments and Nonprofit Organizations Only):

Location: _____ Date: _____

Washington State Attorney General's Office

Approved as to form Brian Toller 2/13/2020
Assistant Attorney General Date

You may reproduce the above language in your own format; however, text may not change.



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

Meeting Date: May 9, 2022

SUBJECT: Interlocal Agreement with Gig Harbor Fire for CPR/First Aid Instructor Training

SUBMITTED BY: Kelly Busey

DEPARTMENT: Police

PHONE: (253) 853-2422

SUGGESTED MOTION: Move to authorize Chief of Police to execute interlocal agreement with Gig Harbor Fire and Medic One to provide cooperative training.

BACKGROUND INFORMATION: The City of Gig Harbor does not currently have an in-house CPR/First Aid instructor. Current certification in CPR/First Aid is required every two years for police personnel and is recommended for all city employees. This interlocal agreement allows Gig Harbor Fire to certify one police officer as an instructor in this area for use within the police department and city.

FISCAL CONSIDERATION: None.

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: None.

ATTACHMENTS: Interlocal Agreement with Gig Harbor Fire for CPR/First Aid Instructor Training

STRATEGIC PLAN PRIORITY: Foster a healthy City organization

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

Gig Harbor Fire & Medic One

And

The City of Gig Harbor

THIS AGREEMENT is made and entered into by and between Gig Harbor Fire & Medic One (GHFMO) and the City of Gig Harbor (CofGH) pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. PURPOSE: GHFMO will provide training and on-going continuing education to one Gig Harbor Police Department (GHPD) officer. The training will allow the GHPD officer to become a certified CPR/ First Aid instructor under the authority of GHFMO's American Safety & Health Institute (ASHI) accreditation.
2. RESPONSIBILITIES: The GHPD officer will follow all ASHI training curriculum when delivering CPR / First Aid instruction and issuing certificates. GHPD will be responsible for all costs associated with instructional material and issuance of certificates.
3. If GHPD deviates from Section 2, the GHPD officers' CPR instructor certification will be revoked.
4. GHFMO may assist with CofGH CPR/ First Aid training courses and the GHPD officer may assist with GHFMO CPR/ First Aid courses.
5. TERM OF AGREEMENT: The Agreement shall start on May 1, 2022, and continue until terminated.
6. There is no financial consideration for this agreement.
7. ADMINISTRATION: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

7.1 GHFMO representative shall be the Division Chief of Emergency Medical Services (EMS).

7.2 GHPD representative shall be the Police Chief or Designee.

8. INDEMNIFICATION: Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability.

9. **TERMINATION:** Any party hereto may terminate this Agreement upon fifteen (15) days' notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
10. **CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS:** The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.
11. **SEVERABILITY:** In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.
12. **ENTIRE AGREEMENT:** This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

City of Gig Harbor:

Kelly Busey, Police Chief

(Date_____)

City of Gig Harbor
3010 Grandview St
Gig Harbor, WA 98335

Gig Harbor Fire & Medic One

Dennis Doan, Fire Chief

(Date_____)

Gig Harbor Fire & Medic One
10222 Bujacich Rd NW
Gig Harbor, WA 98332



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

Meeting Date: May 23, 2022

SUBJECT: Resolution 1245 Authorizing the Submittal of a Safe Routes to School Grant Application for the Prentice Avenue/Fennimore Street Half-Width Roadway Improvement Project

SUBMITTED BY: Stephanie Seibel, PE Associate Engineer

DEPARTMENT: Public Works/Engineering

PHONE: 253-853-7626

SUGGESTED MOTION: Move to approve Resolution 1245.

BACKGROUND INFORMATION: The Safe Routes to School (SRTS) program's purpose is to:

- 1) Enable and encourage children, including those with disabilities, to walk, roll, and bicycle to school.
- 2) Make bicycling and walking to school a safer and more appealing form of transportation, encouraging a healthy and active lifestyle from an early age.
- 3) Facilitate the planning, development, and implementation of projects and activities that will improve safety and reduce traffic, fuel consumption, and air pollution in the vicinity of schools.

SRTS is a federally funded program that is running a competitive design and construction grant funding application cycle open to all eligible cities, towns, and counties within Washington State. Eligible projects for competitive scoring include projects that are pedestrian/bicyclist safety infrastructure improvements within two miles of a school.

Applications are due to the SRTS no later than June 6, 2022.

Match is not required, and it will not be considered in the review criteria for requests of \$800,000 or less. Review criteria for applications requesting greater than \$800,000 will include a consideration of match, cash or in-kind. City funds used for the design portion of the project will be considered as matching funds for the application.

However, funds will be available for the 2023-2025 biennium beginning as early as July 2023. This is not a "cash-up-front" program. Costs incurred prior to WSDOT project approval are not eligible for reimbursement. This will affect the bidding time frame for the project and when construction may begin. Currently, the project is scheduled to go to bid in January 2023. But if the City applies for and is awarded funding the project cannot bid the construction project until after July 2023 to be eligible for the funding. This call for projects is in preparation for the 2023-25 state legislative session to appropriate funding for the program and is intended to develop a list of projects for the 2023-2025 biennium. Projects selected for funding are expected to begin work in the first year of the biennium and will be held to the schedules provided in the applications.

The Prentice Avenue/Fennimore Street Half-Width Roadway Improvements grant application will, if successful, provide funding for construction of a sidewalk from Harbor Ridge Middle School along Prentice Ave to Fennimore St, and then along Fenimore St to Peacock Hill where a crossing would be added with RRFB Flashing Beacons.

At the May 12 Study Session Council council voted to move forward on a parallel path of applying for a grant and also budgeting for it in the next biennium City budget.

FISCAL CONSIDERATION: It is anticipated that design and permitting will be complete by spring of 2023 and construction will take place summer/fall of 2023 (City funded) or 2024 (grant funded). The preliminary estimate for the total cost of the project construction is \$1,711,903.

Construction funding will need to be allocated for the project during 2023 budget deliberations. There currently is no funding budgeted for the construction phase of the project.

Expenditure Required: \$ 1,711,903	Amount Budgeted: \$ 0	Appropriation Required: \$
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BOARD/COMMISSION/COMMITTEE RECOMMENDATION: N/A

ATTACHMENTS: Resolution 1245

STRATEGIC PLAN PRIORITY: Ensure sustainable future for public services and facilities

RESOLUTION 1245

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR GRANT FUNDING ASSISTANCE TO THE SAFE ROUTES TO SCHOOL PROGRAM FOR THE PRENTICE AVENUE/FENNIMORE STREET HALF-WIDTH ROADWAY IMPROVEMENT PROJECT.

WHEREAS, the City of Gig Harbor intends to implement half-width roadway improvements for pedestrian flow and public safety on Prentice Avenue and Fennimore Street; and

WHEREAS, under the provisions of the Safe Routes to School (SRTS) Program, grant assistance may be available to aid in financing the cost of sidewalk improvements from Harbor Ridge Middle School along Prentice Avenue to Fennimore Street, and then along Fennimore Street to Peacock Hill Avenue;

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

Section 1. The Mayor is hereby authorized to make formal application(s) to the Safe Routes to School Program for grant assistance for the Prentice Avenue/Fennimore Street Half-Width Roadway Improvements Project.

ADOPTED by the City Council of the City of Gig Harbor at a regular meeting thereof, held this 23rd day of May, 2022.

Tracie Markley
Mayor

Attest:

Joshua Stecker, CMC
City Clerk



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

Meeting Date: May 23, 2022

SUBJECT: Professional Services Contract with 3J Consulting, Inc., for On-Call Private Development Review Assistance

SUBMITTED BY: Trent A. Ward, PE, City Engineer

DEPARTMENT: Public Works

PHONE: 253-853-7637

SUGGESTED MOTION: Approve and authorize the Mayor to execute a Professional Services Contract with 3J Consulting, Inc. for on-call private development review assistance to support Public Works Engineering Division private development review processes, in an amount not to exceed \$63,484.00

BACKGROUND INFORMATION: The Public Works Engineering division is considered a General Fund division of Public Works that is also supported by other Public Works funds. One of the responsibilities of the Engineering Division is the review of private developer funded development projects, including various permit reviews of all development that affects public infrastructure, in coordination with the Community Development Department land use permitting and Building Permitting processes.

Due to the resignation of the City Engineer, and the yet-to-be filled Associate Engineer position, remaining Engineering division staff and pending workloads do not allow for the Engineering division to perform said private development review responsibilities to meet the timelines obligated under state RCW for land use reviews, nor to a satisfactory level of service for the development community customers without additional staff support. In order to fill-the-gap until such time as the City Engineer and Associate Engineer positions are filled, the Engineering division seeks professional engineering plan review support from a consulting firm familiar with and well versed in the City's codes and permitting process.

In 2021 3J Consulting successfully provided the City with similar support for private development review. The proposed Professional Services Contract with 3J Consulting, Inc. provides the desired qualifications and necessary permitting consultant services to accomplish this assistance.

FISCAL CONSIDERATION: These services are not funded in the City's 2022 Budget. However, the expenses associated with private development project review are in-part reimbursed by developers on a cost-recovery basis through plan review and permit fees. Additionally, there will be salary and benefits savings as a result of the vacant staff positions that will be realized until such time as the two vacant positions are filled.

Since this is a contract that will pay based on only the time and materials expended but not to exceed the identified expenditure, the City will only pay for the services provided. For reference, the 2021 contract with 3J Consulting was budgeted for \$60,060 but the City only expended \$29,470 from the 2021 contract.

Expenditure Required: \$63,484.00	Amount Budgeted: \$0	Appropriation Required: \$0
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BOARD/COMMISSION/COMMITTEE RECOMMENDATION: N/A

ATTACHMENTS: Professional Services Contract with Scope and Fee

STRATEGIC PLAN PRIORITY: Ensure sustainable future for public services and facilities

**PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
3J CONSULTING, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and 3J Consulting, Inc., a State of Oregon corporation (the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in providing Private Development project review 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 Sixty-Three Thousand Four Hundred Eighty-Four Dollars and No Cents (\$63,484.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit B**, unless the parties agree to a modification of this Contract, pursuant to Section 17 herein.

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

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

3. Duration of Work. The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by December 31, 2022; provided however, that additional time shall be granted by the City for excusable days or extra work. Further, the parties may extend the duration of this Agreement consistent with the terms of Section 17 below.

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

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

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

7. Indemnification.

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

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

8. Insurance.

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

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

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

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

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

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less

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

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

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

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

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

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

10. City's Right of Inspection. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be

subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

11. Records.

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

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

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

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

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

14. Resolution of Disputes and Governing Law.

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

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

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

CONSULTANT:
ATTN: Brian Feeney, PE
3J Consulting, Inc.
9600 SW Nimbus Way, Ste 100
Beaverton, OR 97008

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

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

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

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

CONSULTANT

By: 
Its: _____
DocuSigned by:
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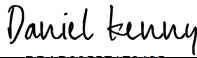
CITY OF GIG HARBOR

By: _____
Tracie Markley, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



City Attorney
DocuSigned by:
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EXHIBIT A

Contract Statement of Work Delivery Schedule and Summary of Estimate for Services

PROFESSIONAL SERVICES – PROJECT REVIEW ASSISTANCE

City of Gig Harbor

City Engineer: Trent Ward, PE
3510 Grandview Street
Gig Harbor, Washington
253-853-7637

3J Consulting, Inc.

Project Manager: Brian K. Feeney, PE
9600 SW Nimbus Ave, Ste 100
Beaverton, Oregon 97008
503-946-9365, Ext 205

tward@gigharborwa.gov

brian.feeney@3j-consulting.com

PROJECT UNDERSTANDING AND WORK SCOPE FOR COMPLETE PROJECT

Background

The City is in need of additional engineering services to assist in the reviews of pre-applications, land use submittals, public works variances, engineering plans, storm drainage reports, traffic studies, water & sewer hydraulic reports and other plan review administrative tasks related to the successful operation of the Public Works Department.

The City is requesting Engineering Services from a consultant well versed in the City's code and permitting process. 3J has assigned Josh Gilchrist, PE to the project to aid the City in their requested review tasks. Josh is a past City employee and is well versed in the City's processes.

SPECIFIC SCOPE OF SERVICES

The following services are for the professional services requested by the City of Gig Harbor, which will be provided by 3J staff. The deliverables are listed for each task.

The Professional Services Work Scope outlined below is anticipated to begin in May 2022 and end December 31, 2022.

Task 1.0	Management and Administration
Task 2.0	Professional Services – Plan Review and Coordination

TASK 1.0 Management and Administration

Project Management

The following tasks are included:

- Provide management, coordination, and direction to the project team for completing the professional services as described within this scope of services.
- Track project costs and budgets on a monthly basis.
- Prepare monthly invoices for project and monthly summary reports. Eight (8) invoices and summary reports are included.

Task 1.0 Deliverables:

The following deliverables are part of this task:

- Monthly Summary Reports and Invoices.

TASK 2.0 Professional Services – Plan Review**Plan Review**

- Consultant shall provide technical construction plan review for development engineering projects for the Public Works Division. 3J will provide a qualified professional to conduct preliminary and final engineering review of development applications for compliance with the City of Gig Harbor Design Standards and the Conditions of Approval, if any. All reviews and review comments will be provided via Bluebeam review sessions. It is assumed the City will provide the session link to 3J to perform reviews.
- Consultant shall review pre-application submittals, land use submittals, public works variances, storm drainage reports, traffic studies, water & Sewer hydraulic reports, and any other reports requested by the City.
- Consultant shall assist with review of applications, research, technical analysis and findings, design review of engineered construction plans, field site visits to verify accurate representation of field conditions, and other related tasks as assigned. Reviews and review comments will be provided via Bluebeam review sessions. It is assumed the City will provide the session link to 3J to perform reviews.
- Consultant shall attend weekly engineering meetings and bi-weekly development team meeting, as needed or requested.
- Consultant shall attend development related meetings, including but not limited to, pre-application meetings, developer meetings, or other meeting as needed or requested by the City.
- Consultant shall meet review times established by the City review processes - Land Use review timelines established by the Community Development Department, and Engineering review timelines established by the Public Works Department.

Task 2.0 Deliverables:

- Plan reviews & comments via Bluebeam Session as desired by City.
- Attendance and participation at meetings as required by City.

REIMBURSABLE EXPENSES

Customary reimbursable expenses are the actual expense incurred in direct connection with the project. The following schedule applies for Reimbursable Expenses:

Vehicle mileage is reimbursed at the current IRS rate per mile for project related travel.

The following project related expenses are reimbursed at cost:

- Copy and Reproduction Services
- Bridge Tolls and other Travel Expenses, other than private vehicle mileage
- Postage, Messenger Services, Etc.

Professional Services - Plan Review
Professional Services Hourly Breakdown
3J Consulting

EXHIBIT B

3J Consulting, Inc.								3J Consulting, Inc. Totals					
		Sr. Project Manager		Civil Engineer I		Admin. Staff							
		BKF		JKG		ALJ							
Task		Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Expenses			
No.	Task Description										Scope +	Contingency	Total Budget
			\$198.00		\$138.00		\$96.00				Reimb.		
1.0	Management and Administration												
	Project Management	12.00	\$2,376.00	0.00	\$0.00	8.00	\$768.00	20.00	\$3,144.00	\$0.00	\$3,144.00		\$3,144.00
	Sub-Total Management and Administration	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	20.00	\$3,144.00	\$0.00	\$3,144.00	\$0.00	\$3,144.00
2.0	Professional Services - Plan Review												
	Plan Review	0.00	\$0.00	430.00	\$59,340.00	0.00	\$0.00	430.00	\$59,340.00	\$1,000.00	\$60,340.00		\$60,340.00
	Sub-Total Professional Services - Plan Review	0.00	\$0.00	430.00	\$59,340.00	0.00	\$0.00	430.00	\$59,340.00	\$1,000.00	\$60,340.00	\$0.00	\$60,340.00
Original Contract Total		12.00	\$2,376.00	430.00	\$59,340.00	8.00	\$768.00	450.00	\$62,484.00	\$1,000.00	\$63,484.00	\$0.00	\$63,484.00
Contract Grand Totals													
								\$63,484.00					

Total Scope Fee\$62,484.00
Total T&M Budget\$0.00
Total Reimbursables\$1,000.00
Total Project Fee\$63,484.00

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, public works professionals focus on infrastructure, facilities, emergency management, and services that are of vital importance to sustainable and resilient communities and the public health, high quality of life, and well-being of the people of Gig Harbor; and,

WHEREAS, these infrastructures, facilities, and services could not be provided without the dedicated efforts of public works professionals, and the engineers, managers, and employees of the city of Gig Harbor who are responsible for rebuilding, improving, and protecting our city's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our residents; and,

WHEREAS, the year 2022 marks the 62nd annual National Public Works Week;

NOW, THEREFORE, I, Tracie Markley, Mayor of the City of Gig Harbor, do hereby proclaim the week of May 15 through May 21, 2022 as

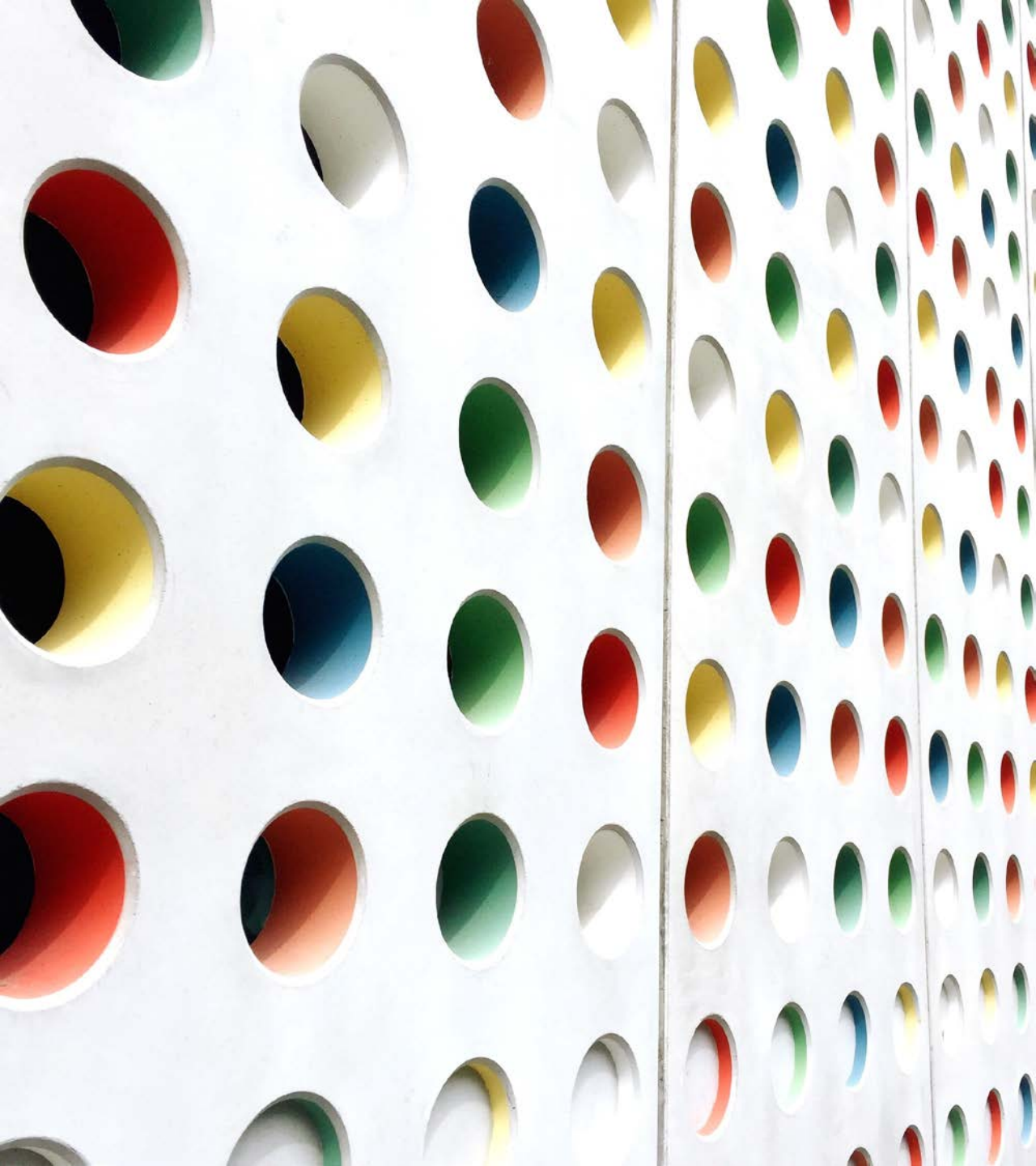
Public Works Week

in the City of Gig Harbor and I encourage all residents to join me in paying tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our health, safety, and quality of life.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 23rd day of May, 2022.

Tracie Markley, Mayor

Date



Peninsula Cultural Arts District:

Creating a Sustainable Funding Model

STEPHANIE LILE, M.ED, MFA

The Initiative ~ In Short

RCW 67.38 Formation of Cultural Arts, Stadium & Convention District

- Proposed \$0.10 per \$1000 assessed property tax

Boundary = Peninsula School District

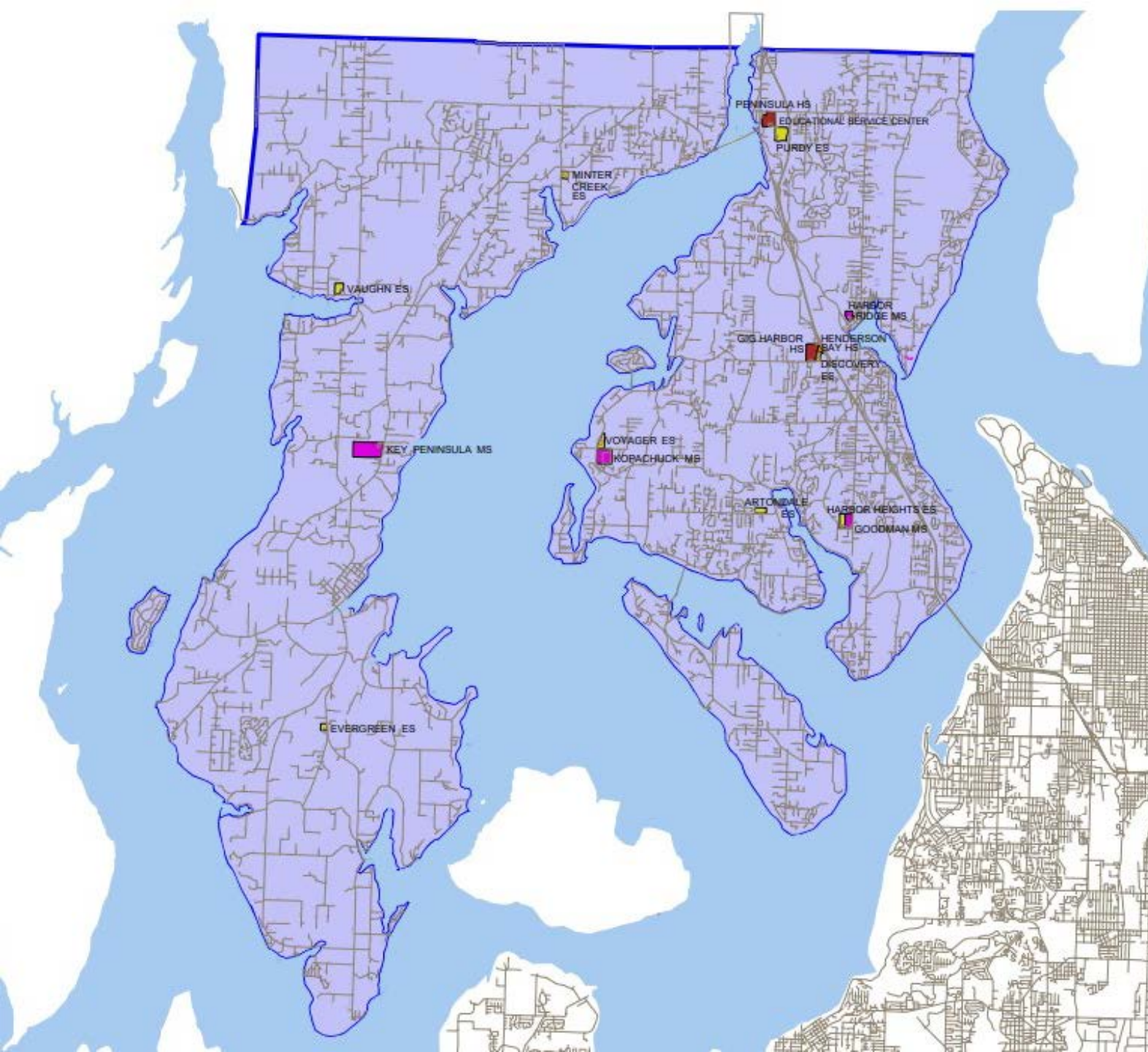
- Defined in the RCW

Timeline: February 2023 Ballot > Funding available in 2025

- Funds allowed for operations of and capital improvements to cultural tourism serving organizations and facilities

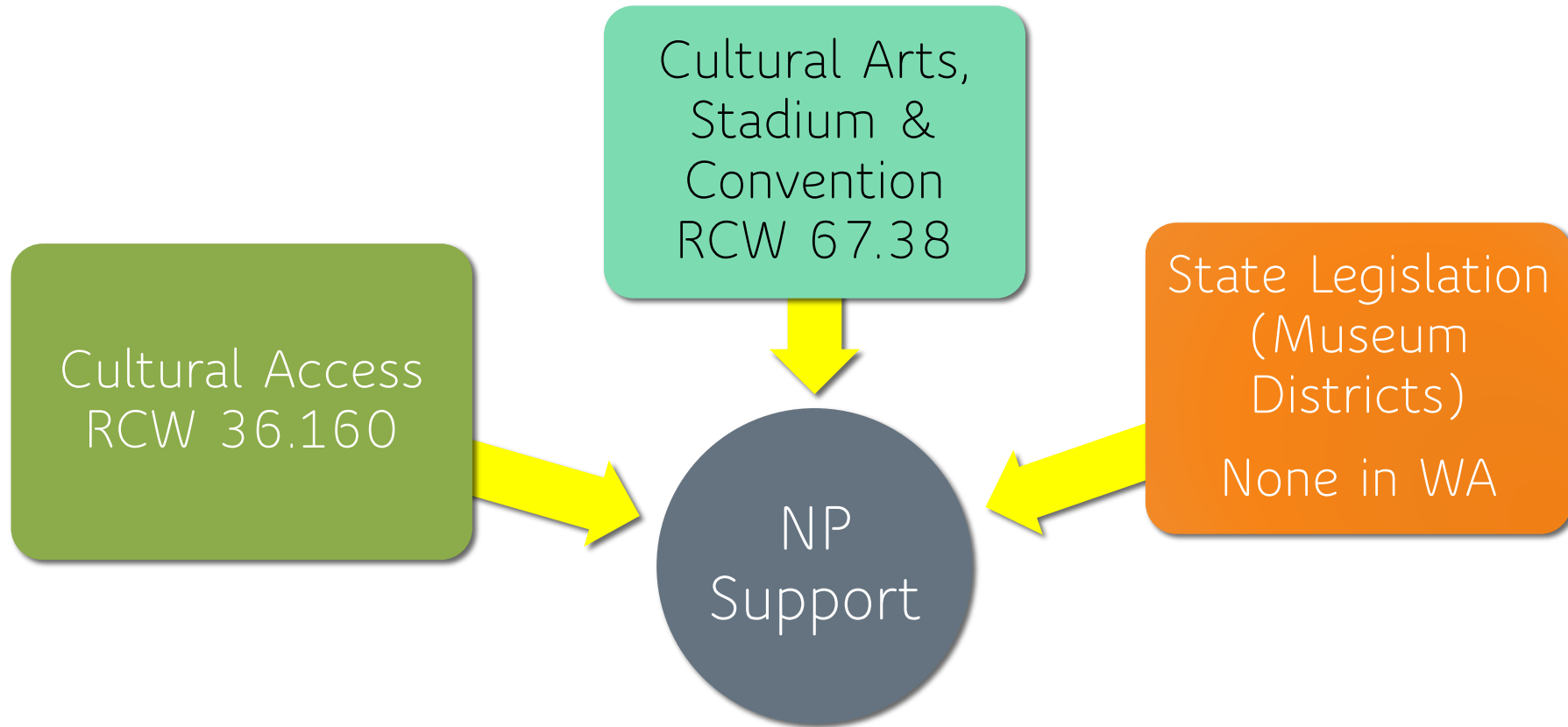
Funding Models: None yet established in Washington State

- Tacoma Creates = different RCW, municipal sales tax model



Proposed Boundary ~ Peninsula School District

Existing Legislation – Tax Districts



Taxing District vs. “Overlay” District

Taxing Districts are intended to generate funds for the operations of basic community services. Governed by state law.

Overlay Districts – Create a special designation for historic, cultural, or other purposes. Typically non-regulatory.

- Local Working Waterfront
- Historic Register
- Maritime Washington National Heritage Area
- ArtsWA Creative District

Taxing Districts Impose a Levy on Property or Sales Tax

Two Options in Washington State:

1. Cultural Access – Sales Tax, Municipality Based (1 in WA)
2. Cultural Arts, Stadium and Convention District – Property Tax, County Based (0 in WA)

Comparisons for Property Tax Rates

School Levy Rate: \$2.21 per \$1000 Value

Roads Levy Rate: \$1.03 per \$1000

Parks Levy Rate: \$.72 per \$1000 value

Fire Levy Rate: \$1.92 per \$1000

Library Levy Rate: \$.44 per \$1000 value

CASC Levy Rate: \$.10 per \$1000 value

GH/KP Property Value: \$14 billion+

What is the potential yield?

CULTURAL ACCESS

Sales Tax based:

\$1,014,479 annual avg

PEN CULTURAL ARTS

Property Tax based:

\$1,675,294 annual avg

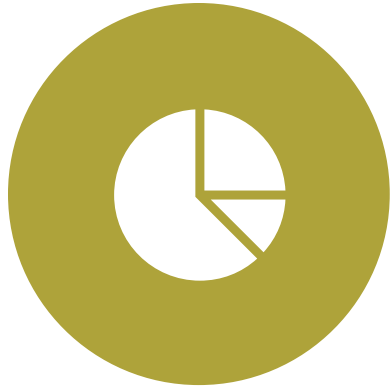
Calculated at \$.10 per \$1000
assessed value

GOVERNING BOARD – per law

Combination of NINE MEMBERS maximum from:

- City council members or mayors of the city or cities in the district
- Members of county legislative authority
- County executive
- Elected members of municipalities in district
- Community college district - members of board of regents
- Ex officio, non-voting elected or appointed officials from municipalities

Who Can Receive Funds?



MUSEUMS/
HISTORICAL SOCIETIES



OPERATORS OF
HISTORIC SITES



CULTURAL TOURISM
NON-PROFITS

Organizations Who May Benefit

TIER 1 SUPPORT

Organizations that own and operate cultural tourism facilities that serve the public with regular programming and open hours.

TIER 2 SUPPORT

Cultural tourism-serving organizations that provide public programming in leased facilities.

ORGANIZATIONS

GPHS – Harbor History Museum
Fox Island Historical Society
Key Peninsula Historical Society
Harbor WildWatch
Gig Harbor BoatShop
Skansie NetShed Foundation
Peninsula Art League
Hands on Art
Music for All
Gig Harbor Film Festival

What it Will Take to Pass

Peninsula School District Statistics (Example)

- Total Registered Voters: 53,415
- Number who voted in last election: 48,026 (89.9% turnout)
- Percent needed to validate levy vote: 40% (19,210)
- Number of YES votes needed to pass: 11,526 (3/5s of 40% total)

Next Steps

City Approval

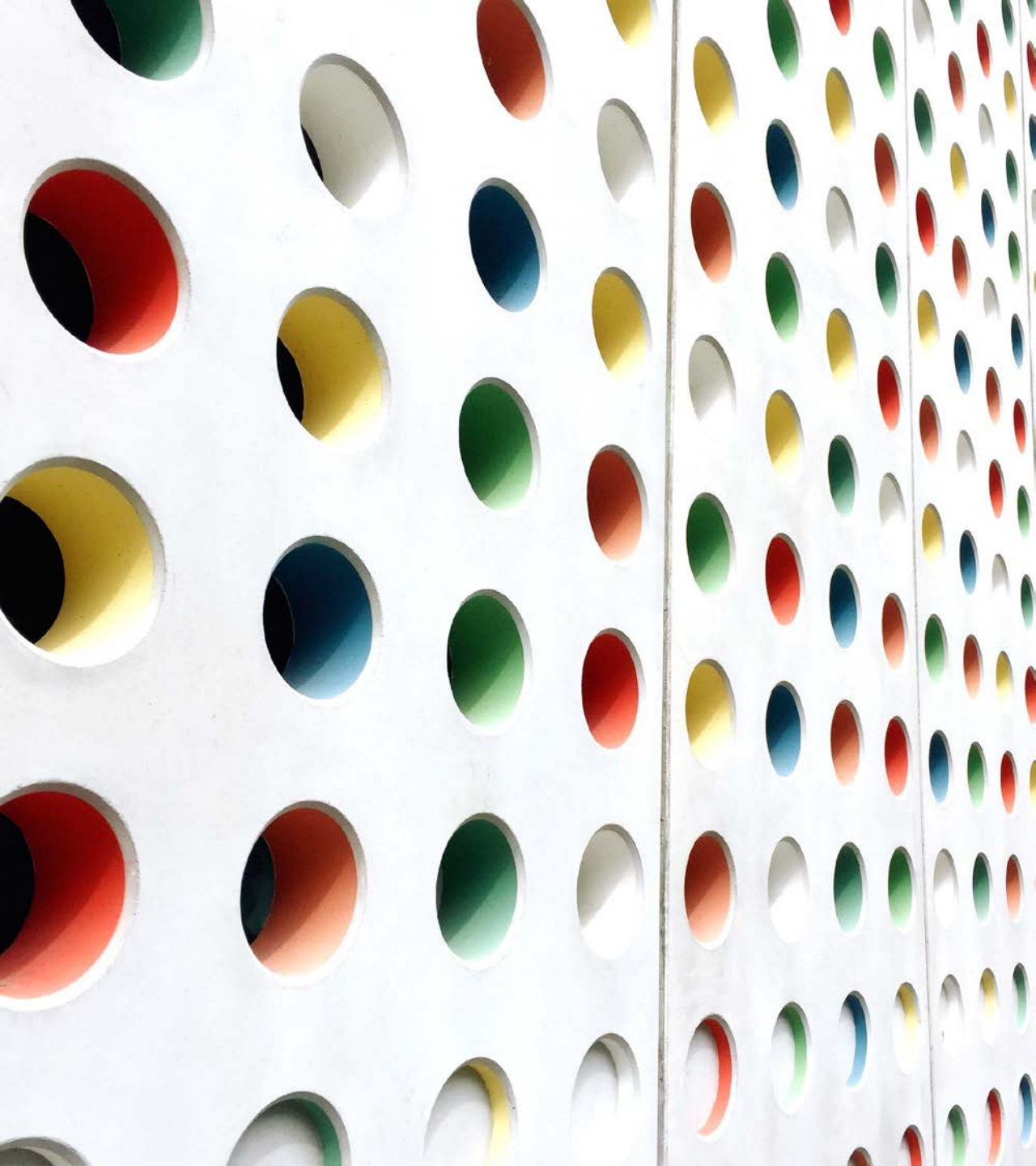
County Approval for Ballot

Public Petition

Ballot Addition

Public Vote – February 2023

Approval of Comprehensive Plan by State



Thank you!

WWW.PENCULTURALARTS.ORG

Current Levy Funding in UI Pierce County

Proposed \$0.10 per \$1000 increase
Total: \$10.88 per \$1000 value

Levy Rate Distribution

Tax Year	Tax Code Area	Total Levy Rate
2021	475	\$10.78 per \$1000 value



Rate	District	Percent*
\$0.04	Conservation Futures	0.30%
\$0.95	County Tax	8.80%
\$1.31	Road	12.20%
\$0.10	Flood	0.90%
\$1.92	Fire	17.80%
\$0.72	Metro Parks	6.60%
\$0.17	Port	1.60%
\$0.44	Library	4.10%
\$2.21	Local School	20.50%
\$2.93	State of Washington	27.20%

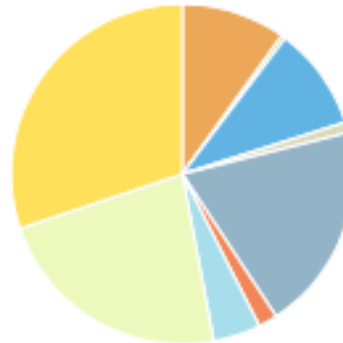
24.84% Voter Approved

Current Levy Funding in Gig Harbor

Proposed \$0.10 per \$1000 increase
Total: \$9.82 per \$1000 value

Levy Rate Distribution

Tax Year	Tax Code Area	Total Levy Rate
2021	075	\$9.72 per \$1000 value



Rate	District	Percent*
\$0.96	City	9.90%
\$0.04	Conservation Futures	0.40%
\$0.95	County Tax	9.80%
\$0.10	Flood	1.00%
\$1.92	Fire	19.70%
\$0.17	Port	1.80%
\$0.44	Library	4.50%
\$2.21	Local School	22.80%
\$2.93	State of Washington	30.20%

28.30% Voter Approved

Taxing District Measure: RCW 67.38 Cultural Arts, Stadium and Convention District

OVERVIEW – 3/3/22

Six-Year Levy: Harbor History Museum (HHM), Collections, and Educational Cultural Tourism Programs

Question: Shall Pierce County establish a 6-year cultural arts, stadium and convention district to support a museum, collections, and educational programs levy; create an operating grant pool for established non-profit cultural arts organizations; initiate a \$0.10 per \$1,000 assessed property value, oversight, beginning in 2023? This measure is a new local option tax.

Summary: There is a distinct need to create foundational operating support for the Harbor History Museum and established cultural arts organizations that operate within the boundary of the Peninsula School District. The Harbor History Museum maintains an important collection, including thousands of artifacts, images, and archival resources for the benefit of the community and national researchers. The museum does not currently have any form of direct dedicated funding and must raise more than \$500,000 per year through donations, grants, and earned income just to keep the building operative for the public. This funding model is not sustainable. Nor are costs going down, but rather are increasing. Activation of this levy will dedicate funds to the Harbor History Museum facility, collections and educational programs, and fund the following with a minimal increase in taxes:

- Free museum admission to all Gig Harbor and Key Peninsula residents;
- Preservation of important Greater Gig Harbor and Key Peninsula historical materials;
- Capital improvements to the museum campus for community use;
- Continued efforts to provide public exhibits and services that reflect the diverse histories of our region and engage all parts of the south Puget Sound.
- Creation of an operating grants program to help fund local non-profit organizations that provide public education services related to local history and cultural arts.

Levy initiates a rate of \$0.10 (ten cents) per \$1,000 assessed property value. A property assessed at \$500,000 would pay \$50 per year.

An independent citizen oversight committee as described in RCW 67.38.050 will review expenditures to verify that funds are used as approved by voters. Annual audits will be conducted and made public.

A comprehensive plan will be developed with community input to expressly guide the use of funds in keeping with the intention of support as described herein.

The levy will produce an estimated \$1,677,043 (2021) @ \$0.10 per \$1000 value.

Estimated Annual Disbursement is categorized by purpose and allocated by percentage to allow for fund fluctuation: HHM 50% (est. \$838,521), Operating and preservation grants to local

cultural arts and education organizations 31% (est. \$519,883), 14% Administration (est. \$234,786), and 5% FIHS and KPHS for facility and collections care (est. \$83,852). The estimated cost for this measure is an ESTIMATE ONLY based on the best information available from the county assessor at the time of estimate.

Explanatory Statement

Established in 1964, the Gig Harbor Peninsula Historical Society (dba Harbor History Museum/HHM) collects, maintains, and preserves the vast majority of historical records and artifacts for Gig Harbor and surrounding areas, including Purdy, Olalla and south to the Narrows Bridge. More than 90% of the museum's historical collections relate directly to people, places, and events of communities located in the Peninsula School District.

In addition to HHM's collection of over 8,000 artifacts, 11,000 images, and 14,000 maps and archival materials, HHM maintains a museum and public research library in downtown Gig Harbor. Approximately 10,000 visitors use these facilities a year, including about 1,500 schoolchildren who visit the museum for guided tours, and access the museum and online collections to research our regional history.

This Cultural Arts District levy will keep HHM's museum open an average of five days per week and the research room open to the public a minimum of 8 hours per week. It supports curation for the museum and collection storage upgrades for the continued care and protection of the Gig Harbor area's unique historical artifacts and documents. Levy funds will also be made available to protect collections of local history documents and artifacts, and public access to those, at other Historical Societies — Fox Island Historical Society and Key Peninsula Historical Society — which together will receive approximately 6% of the levy each of the six years.

The levy supports continuation of educational programs including free admission for all general public visitors and school groups who visit the museum, and for all district residents -- providing access to those otherwise unable to visit due to cost. Funds shall be allocated in a manner that supports cultural arts partnerships, staff, exhibits and programs that proactively represent diverse cultures.

The cost of the levy is \$0.10 (ten cents) per \$1,000 assessed property value, beginning 2024 through 2029. For example, the owner of a home assessed by the County at \$500,000 will pay \$50 a year for this levy. This is the cost of a single membership at many local organizations, but is an investment that will help support them all.

Accountability is a component of the levy. The Cultural Arts District oversight committee will be appointed as directed in RCW 67.38 -- representative of Peninsula School District's diverse communities -- to review all levy expenditures and ensure funds are spent as approved by voters, and shall advise and support HHM in ensuring that its board, partnerships, staff, exhibits and programs proactively represent the region's history and culture. In addition, the District will select an auditor, for which HHM will pay, to conduct annual levy fund audits that will be made available to the public.

This levy will fund approximately three-quarters of operations at HHM. Other funds come from grants, earned income, and private donations.

Submitted by:

Stephanie Lile, M.Ed, MFA

Calculations - Certified Property Values for 2021

Peninsula School District: \$16,770,427,011* total property value

Proposed Tax Rate – Peninsula Cultural Arts District: \$0.10

Schools Tax Rate: \$2.21

PenMet Parks Tax Rate: \$0.72

Tax Rate: EMS \$0.47

Local Library District Tax Rate: \$0.44

References:

Oregon State Historical Society Levy - <https://www.multco.us/elections/ballot-measure-26-221-multnomah-county>

Creation of Cultural Arts District:

RCW 67.38: <https://app.leg.wa.gov/rcw/default.aspx?cite=67.38>

Washington State – Preservation of Historical Materials

RCW 27.48.010: <https://app.leg.wa.gov/RCW/default.aspx?cite=27.48.010>

Pierce County Certified Values for 2021:

<https://www.piercecountywa.gov/DocumentCenter/View/98987/Certified-Values-for-Tax-Year-2021?bidId=>

SUMMARY OF BUDGETS AND LEVIES FOR TAXING DISTRICTS IN PIERCE COUNTY 2020 LEVIES FOR 2021 TAX COLLECTION

<https://www.piercecountywa.gov/DocumentCenter/View/98990/Total-for-2021-Summary-of-Budgets?bidId=>

2021 Tax Rates – Pierce County

<https://www.piercecountywa.gov/DocumentCenter/View/98993/2021-Tax-Rates-fpr-Incorporated-and-Unincorporated-Areas?bidId=>

Main Pierce County Levy Reports Page:

<https://www.piercecountywa.gov/7152/Levy-Reports---2020-Values-2021-Tax>

Laurie Klevan
4921 Cedarwood Lane, NW

I am writing you today in support of a ban on fireworks in Gig Harbor.

In the U.S. Military, there is a certain mantra, namely, leave no person behind on the battlefield. This ethos is even embedded in the Soldier's Creed. But sometimes, the battlefield follows soldiers home in the form of PTSD. Intense, disturbing thoughts and feelings related to experience that last long after the traumatic events have ended. Traumatic events that can easily be triggered by the sound of fireworks. If you don't live with PTSD, it is very difficult to explain the feelings of fear, anger, detachment, stress and anxiety that come over you when these events are triggered. While fireworks may be entertaining for some, or just a nuisance for others, for those living with PTSD, the evening spectacles could trigger serious mental health consequences. And PTSD is not limited to the military. People who survived car accidents, childhood abuse or domestic violence to name a few can also suffer as well.

I am one of those living with anxiety and anger triggered each year around the Fourth of July.

I am not a soldier. I served in the National Guard for 10 years. I then served as a Civil Servant for 32 years, wearing a military uniform under civilian command and had several deployments to Afghanistan and Iraq. Since then, Fourth of July celebrations have been extremely anxiety-ridden for me. The constant, random barrage of explosions from those setting off fireworks seems endless. And over the years, they just seem to have gotten worse. While limiting the use of fireworks to just one day this year will help shorten my anxiety, it will not end it for me, nor for the hundreds, maybe thousands of others in the area. Some say that shooting off fireworks shows your patriotism. A love for their country. Is it? How can putting the country that you love under threat of wildfires be patriotic? How does putting your fellow citizen in harm's way make you a patriot? It doesn't. It's easy to say that it's "my personal right" when you disregard the rights of others. PTSD is an invisible disorder, which can be overlooked when critical decisions are being considered by those who may not be aware of the impact those decisions may have.

As city leaders, you have the power to ban fireworks in the City. When you deliberate your next steps, I ask you please - don't leave me and others like me behind.

Thank you,
Laurie

Ann French
4921 Cedarwood Lane, NW

I am writing you today in support of a ban on fireworks in Gig Harbor.

The Fourth of July, in earlier times was called "The Glorious Fourth". But since the holidays inception, people have been injured, animals have been terrified and houses have burnt to the ground as a result of poor decisions in the name of celebration. I come from the Midwest and there were many ways to see fireworks in a public setting and it was generally a one day occurrence. Today, the celebration seems out of control, with so many now using fireworks on their own. Unqualified to use explosives and many making poor decisions for days, even weeks, before the actual holiday. Why?! It's ridiculous.

I've had the pleasure of spending 12 summers here in Gig Harbor, and live just outside city limits. Now as the holiday approaches, our household is planning to leave town for Leavenworth, where fireworks are banned, just to avoid the noise and effects that fireworks leave behind.

Our first summer here was damp and dreary, but I distinctly recall being outdoors several evenings prior to, and for a few weeks after the Fourth, when the loud, concussive noises of explosives would shake the house, It reverberated. The next year was no different, but this time my wife just returned from a deployment in Afghanistan and was so jumpy and upset by the constant, random sounds of explosives, it was difficult to watch. I felt helpless because I couldn't make the explosives stop. I think that was the year a local woman's house burnt to the ground. By 2015, we would try to get out of town to avoid the noise, but often it wasn't possible. I just cannot understand why such loud, disturbing noise and potentially fire starting behavior is allowed. Laurie was deployed a total of three times. Each time back the PTSD around the Fourth has been worse. I know there have to be so many others for which these "bombs" are a traumatizing annual occurrence. All in the name of celebrating the very freedom for which the soldiers and support staff are said to be protecting. Yet the soldiers themselves are not being protected by this selfish use of fireworks.

Can we please come together and realize the fire danger alone is enough to say ban fireworks? The additional damage to the health and welfare of people and animals should be the "icing on the cake".

Please, I ask that the council take the necessary steps to ban fireworks.

Thank you.

Chris Myers
2606 71st Ave Ct NW
Gig Harbor, WA. 98335

Dear Council,

As a property owner in Gig Harbor who knows firsthand the devastating impact of a fire (Harborview Marina @ 3219 Harborview Dr), and as a pet owner who now spends the Fourth of July at home tending to tranquilized dogs, I would like to voice my support for a ban on the sale and use of fireworks within the City of Gig Harbor.

I can also attest to spending one Fourth in the emergency room when my friend discovered that a fuse can be faster than his reflexes.

For those who choose to include explosives and artillery as part of their celebration, there are many public opportunities/venues that one can attend to celebrate our country's founding, in a safe and controlled environment.

Allowing fireworks to be discharged in tree-filled, densely housed neighborhoods makes no sense.

I ask that the Council support a ban on fireworks within the city.

Thank you,
Chris Myers

Marilynn Wickers, 4222 35th Avenue, Gig Harbor

I am writing you today to show my support for a ban on fireworks in Gig Harbor.

My family appreciates the opportunity to live in a forested neighborhood and to see the teeming wildlife right outside our window. Several times a week we are treated to deer, raccoons, eagles, owls and the occasional bear or coyote who have visited our community and greenbelts.

I want to focus on the aspect of enforcement. Some might argue that a ban on fireworks cannot be enforced; therefore, why even have a ban? Let's assume that the majority of Americans don't want to inflict harm on others. Also, we know that laws are not 100% enforced. Laws are used mainly to establish a common understanding or framework of behavior that is illegal. An example might be speed limit laws.

Speed limit laws don't prevent everyone from speeding. They are designed to increase safety and reduce possibility of collisions from vehicles traveling at excessive speeds. Relevant to the topic of fireworks, laws are designed to keep people from harming one another. Moreover, speeders are discouraged through ticketing. Those who use fireworks can subsequently be discouraged from establishing a ban.

Why do folks want to apply the same enforceability argument to banning fireworks? It makes no sense to more than 70% of homeowners in our Heronwood HOA. I encourage the council to join the growing number of communities seeking to protect lives and property. Without laws, or in this case a ban ordinance, there can be no consequences.

A ban ordinance would have the following benefits:

1. It's a first step in preventing man made wildfires and is the right thing to do.
2. It will prevent the sale of fireworks in the Harbor, making them more difficult to purchase, which, in turn will help discourage their use. That alone could cut down on their use in the city.
3. It sends a message to the community that the City is trying to protect its citizens and property.
4. It sends a message to the county and the state that we need to be more proactive in preventing wildfires by focusing on the source of the fire.
5. It's an opportunity to educate people on the hazards and consequences of using fireworks and it is a good communications tool to remind people that they cannot be used within the city.

One errant spark can create a conflagration that would be difficult for any local fire services to contain. These explosives will chase our cherished wildlife from homes or habitats. Doing nothing does nothing to protect us. It's simply no longer an option, especially in today's ever-changing climate.

Thank you.

Jean Judy
2814 Kelsey Lane

My name is Jean Judy and I am writing to you today to show my support for a ban on fireworks in Gig Harbor.

I am a senior citizen who has lived in Gig Harbor since 2000. I do enjoy the holidays as much as anyone else does; however, I feel that the 4th of July celebrations should be enjoyed at an arena or other professionally run venue and not by private citizens.

I am afraid that rocket fireworks, etc. may cause a fire on roofs, general property and possibly injure individuals. Therefore, I strongly urge the City Council to ban all fireworks in Gig Harbor.

Thank you.

Jaymel Naethe
2814 Kelsey Lane

Hello! My name is Jaymel Naethe, and I'm a middle aged woman, living in Gig Harbor.

I love the Fourth of July, but I don't like all of the public fireworks celebrations. For years these celebrations have gone on for days before and after the holiday. I understand that that should change this year with a new ordinance limiting their use to just one day. We shall see. Also, as a homeowner, I'm nervous about fireworks landing on the roof and causing a fire.

Therefore I strongly request to have fireworks banned in Gig Harbor.

Thank you.

Hello everyone, my name is Nancy Travis and I live at 4619 34th Avenue Ct. in Gig Harbor. I wanted to put my support for a ban on fireworks in Gig Harbor. I do not want to have fireworks being set off by people that really don't consider the impact that fireworks can have in our neighborhood's. If just one person sets off fireworks in their yard that can impact so many others. An adverse impact caused by a few under the guise of personal freedoms or liberties impact all of us. My house back up to a very dense group of trees. As the weather starts getting warmer, I worry about what would happen to my home as well as the neighborhood if a fire started.

Who would be responsible for the cleanup? What would happen to our taxes or our property values? Most homeowner insurance companies do not cover if it is determined that illegal fireworks caused the fire. I don't not want the equity I have built in my home to go up in flames because of a very preventable situation.

There are so many other ways to celebrate the 4th of July to show your patriotism. Attend a professionally run city or military display. Attend or throw a parade or picnic. Before I moved to Gig Harbor, that is what my neighborhood did. We would have a parade and then a picnic to meet each other and left the professionals to the actual fireworks displays.

With the dry conditions we had last year and the dry weather we will have this summer too, please do not gamble with our community. It is not worth it when there are many other ways to enjoy this holiday.

Thank you for your time and consideration.

Nancy Travis



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

Meeting Date: May 23, 2022

SUBJECT: Resolution 1246 Declaring the Month of June as LGBTQ+ pride Month in the City of Gig Harbor

SUBMITTED BY: Josh Stecker, City Clerk

DEPARTMENT: Administration

PHONE: 853-7613

SUGGESTED MOTION: Move to approve Resolution 1246

BACKGROUND INFORMATION: At the May 9 City Council Meeting, Councilmember Lykins requested Council support for a resolution establishing the month of June as Pride Month for the City. A majority of Council expressed support for the resolution.

The attached Resolution 1246 was prepared for Council's consideration with input from Councilmember Lykins and Councilmember Barber.

FISCAL CONSIDERATION: None.

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: None.

ATTACHMENTS: Resolution 1246

STRATEGIC PLAN PRIORITY: Maintain small town character and historic preservation while growing responsibly

RESOLUTION 1246

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DECLARING THE MONTH OF JUNE AS LGBTQ+ PRIDE MONTH IN THE CITY OF GIG HARBOR

WHEREAS, the month of June is nationally designated as Pride Month to commemorate the Stonewall riots, which occurred in June of 1969 and are generally recognized as the catalyst of the LGBTQ+ Rights Movement; and

WHEREAS, the LGBTQ+ community has made great strides; however, work remains in order to achieve full equality, inclusion and acceptance; and

WHEREAS, the Gig Harbor City Council has committed to make Gig Harbor an inclusive and welcoming community for all; and

WHEREAS, all members of the Gig Harbor community, including those who are lesbian, gay, bisexual, transgender, queer, and others have the right to feel welcome by feeling safe, not be discriminated against, and to live without the threat of violence or harassment; and

WHEREAS, supporting Gig Harbor's LGBTQ+ community also aligns with the City Council's Strategic Plan goals to foster a safe and livable community for all; and

WHEREAS, Gig Harbor is strengthened by, and thrives upon, the rich diversity of ethnic, cultural, racial, gender and sexual identities of its residents; all of which contribute to the vibrant character of our City;

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

Section 1. The City Council hereby declares the month of June as

LGBTQ+ Pride Month

in the City of Gig Harbor and encourages all residents to welcome and promote a culture of respect for our LGBTQ+ neighbors, friends, and family, and to recognize and celebrate the great diversity of our city.

ADOPTED by the City Council of the City of Gig Harbor at a regular meeting thereof, held this 23rd day of May, 2022.

Tracie Markley
Mayor

Attest:

Joshua Stecker, CMC
City Clerk

UPCOMING CITY MEETINGS
ALL AGENDA ITEMS TENTATIVE – SUBJECT TO CHANGE

Day	Date	Time	Group	Agenda Items
TH	May 19	5:00pm	Planning Commission	Advisory Board Rules Update Short Term Rentals
M	May 23	5:30pm	City Council	<i>See Agenda</i>
TH	May 26	2:00pm	City Council Study Session	Sports Complex Fireworks Discussion
TH	May 26	5:00pm	Design Review Board	CANCELLED
W	June 1	5:30pm	Parks Commission	OPMA & Advisory Board Rules Update
TH	June 2	5:00pm	Planning Commission	
TU	June 7	1:30 pm	Hearing Examiner	Breakwater B&B
W	June 8	10:00a m	Arts Commission	OPMA Training
TH	June 9	noon	Lodging Tax Advisory Committee	Advisory Board Rules Update
TH	June 9	3:00pm	Civil Service Commission	
TH	June 9	5:00pm	Design Review Board	Advisory Board Rules Update Names Design Review
M	June 13	5:30pm	City Council	Consent: - Professional Services Contract for On-Call Arborist Services - Public Works Contract for Annual Pavement Maintenance and Repair Program - Professional Services Contract for North Creek Culvert Replacement Feasibility Study - Professional Services Contract for 38th Ave Improvements Phase 2 Presentations: - Resolution 1247 Supporting Gig Harbor Fire Proposition 1 - Gig Harbor BoatShop Annual Report New Business: - Public Works Operations Center Building Construction – Public Works Contract Award - Public Hearing: Resolution 1248 Adopting 2023-28 Transportation Improvement Program (TIP) - First Reading of Ordinance 1488 Transitional Housing, Permanent Supportive Housing, Emergency Shelters, and Emergency Housing - First Reading of Ordinance 1491 Amending Fireworks Code - First Reading of Ordinance 1489 Amending GHMC 8.28 Moorage Code - Resolution 1249 Burnham Drive Half-Width Street Improvements

UPCOMING CITY MEETINGS
ALL AGENDA ITEMS TENTATIVE – SUBJECT TO CHANGE

				Mitigation Plan Conservation Easement First Reading of Ordinance 1490 Water System Plan Revision
TU	June 14	1:30 pm	Hearing Examiner	Soundview NOV Appeal
TH	June 16	2:00pm	City Council Study Session	Commercial Fishermen's Homeport Design & Permitting Short Term Rentals 9509 Randall St Sewer Utility Extension Agreement Canterwood-Baker Way Development Sewer Utility Extension Agreement 2022 Active CIP Schedule Update
TH	June 16	5:00pm	Planning Commission	
TU	June 21	1:30 pm	Hearing Examiner	Stanton NOV Appeal
TH	June 23	5:00pm	Design Review Board	
M	June 27	5:30pm	City Council	Consent: - Resolution XXXX Adopting 9509 Randall St Sewer Utility Extension Agreement - Resolution XXXX Adopting Canterwood-Baker Way Development Sewer Utility Extension Agreement Old Business: - Second Reading and Adoption of Ordinance 1488 Transitional Housing, Permanent Supportive Housing, Emergency Shelters, and Emergency Housing - Second Reading and Adoption of Ordinance XXXX Amending Fireworks Code - Second Reading and Adoption of Ordinance XXXX Amending GHMC 8.28 Moorage Code - Second Reading and Adoption of Ordinance XXXX Water System Plan Revision New Business: - First Reading of Ordinance XXXX Amending Title 17 for Short Term Rentals
TH	June 30	2:00pm	City Council Study Session	Trolley Update Code Enforcement Discussion Holiday Display Policy Senior Center Location
M	July 11	5:30pm	City Council	Old Business: - Second Reading and Adoption of Ordinance XXXX Amending Title 17 for Short Term Rentals New Business: - First Reading of Ordinance XXXX Stormwater Source Control Program for Existing Development

UPCOMING CITY MEETINGS
ALL AGENDA ITEMS TENTATIVE – SUBJECT TO CHANGE

M	July 25	5:30pm	City Council	Old Business: Second Reading of Ordinance XXXX Stormwater Source Control Program for Existing Development
M	Aug. 8	5:30pm	City Council	
M	Aug. 22	5:30pm	City Council	CANCELLED
M	Sept. 12	5:30pm	City Council	
M	Sept. 26	5:30pm	City Council	

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*