

AGENDA
GIG HARBOR CITY COUNCIL MEETING
Monday, June 27, 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 sx̌wəbabč 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 Study Session Minutes - June 16, 2022.pdf](#)
[City Council Minutes - June 13, 2022.pdf](#)

2. Resolution 1251 Authorizing the Execution of a Sewer Utility Extension Agreement to 9509 Randall Street

Documents:

[AGENDA BILL Resolution 1251.pdf](#)

3. Resolution 1252 Authorizing the Execution of a Sewer Utility Extension Agreement to Canterwood 12 Development

Documents:

[AGENDA BILL Resolution 1252.pdf](#)

4. Agreement with Pierce County Auditor for Ballot Drop Box Property Use

Documents:

5. Public Works Contract for Annual Pavement Maintenance and Repair Program

Documents:

[AGENDA BILL 2022 Pavement Maintenance.pdf](#)

6. Professional Services Contract Amendment #2 for Burnham Drive Half-Width Roadway Improvements Phase 1A Design and Permitting

Documents:

[AGENDA BILL PSC Amendment Burnham Drive Phase 1A.pdf](#)

7. Approval of City Administrator's Contract

Documents:

[AGENDA BILL City Administrator Agreement.pdf](#)

8. Approval of Vouchers

Check numbers 98144 through 98248 and ACH payments in the amount of \$689,021.51.

PRESENTATIONS

1. 2021 Wastewater Treatment Plant Outstanding Performance Award - Public Works Director Jeff Langhelm

Documents:

[2021 WWTP Outstanding Performance Award.pdf](#)

2. South Sound Housing Affordability Partners Work Plan Update - SSHA3P Manager Jason Gauthier

Documents:

[SSHA3P Work Plan Update.pdf](#)

MAYOR'S REPORT

CITY ADMINISTRATOR'S REPORT

PUBLIC COMMENT ON NON-AGENDA ITEMS

OLD BUSINESS

1. Ordinance 1488 Relating to Fireworks Sale and Discharge Regulations; Amending Chapter 8.20 of the Gig Harbor Municipal Code, Fireworks

Suggested Motion: Move to approve Ordinance 1488.

- a) Report: Building Official/ Fire Marshal Paul Rice
- b) Clarifying questions from Council
- c) Public comment
- d) Council deliberation and action

Documents:

[AGENDA BILL Ordinance 1488.pdf](#)
[Public Comment on Old Business 1.pdf](#)

NEW BUSINESS

1. Resolution 1253 Declaring an Emergency Necessitating the Waiver of Competitive Bidding Requirements to Address the Emergency Pavement Repair in Borgen Blvd.

Suggested Motion: Move to approve Resolution 1253

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

Documents:

[AGENDA BILL Resolution 1253.pdf](#)

COUNCIL REPORTS / COMMENTS

ANNOUNCEMENT OF UPCOMING MEETINGS

Documents:

[Upcoming City Meetings.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.

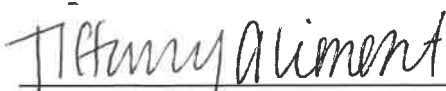
MINUTES FOR GIG HARBOR CITY COUNCIL STUDY SESSION
Thursday, June 16, 2022 – 2:00 p.m.
Virtual Meeting

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

DISCUSSION ITEMS:

1. **Commercial Fishing Homeport Update** – Mayor Markley introduced Jeff Langhelm, Public Works Director, who provided Council with a status update on the project and gave an overview of the design plans. He also reviewed the permit process and the current cost estimate.
2. **Sewer Utility Extension Agreement Requests** – Jeff Langhelm, Public Works Director, provided an overview of the applications received for sewer extensions and answered Council questions. Councilmember Woock requested the City Attorney weigh in on the topic at the next meeting.
3. **2022 Active CIP Update** – Jeff Langhelm, Public Works Director, reviewed current CIPs and schedule amendments and answered Council questions.
4. **Selection of Ad Hoc Committee to Interview Planning Commission Applicants** – Joshua Stecker, City Clerk, asked for three Councilmembers to volunteer to sit on an ad hoc committee to interview prospective Planning Commission members. Council delegated the responsibility of appointment to the Mayor and staff. The Clerk will forward the applications to the Council for feedback.

ADJOURN: The meeting adjourned at 3:20 p.m.



Tiffany Aliment
Assistant City Clerk

MINUTES FOR GIG HARBOR CITY COUNCIL MEETING
Monday, June 13, 2022 – 5:30 p.m.
Virtual Meeting

CALL TO ORDER / ROLL CALL: Mayor Markley called the meeting to order at 5:31 p.m. Councilmembers Barber, Denson, Henderson, Lykins, Rodenberg, Storset and Woock were present.

CONSENT AGENDA:

1. City Council Minutes - City Council Minutes - May 23, 2022; City Council Study Session Minutes - May 26, 2022; City Council Special Meeting Minutes - June 1, 2022; City Council Special Meeting Minutes - June 6, 2022
2. Professional Services Contracts – North Creek Culvert Replacement Feasibility Study
3. Wilkinson Farmhouse Lease Agreement Amendment
4. Professional Services Contract 38th Ave Half-Width-Roadway Improvements Phase 2
5. Approval of Payroll - Check numbers 8357 through 8360 and direct deposit transactions in the amount of \$507,989.97.
6. Approval of Vouchers - Check numbers 98024 through 98143 and ACH payments in the amount of \$1,403,022.75.

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

VOTE: Unanimously approved.

PRESENTATIONS: BoatShop Finance Director Sigurros Welborn presented the annual Gig Harbor BoatShop report. Chief Dennis Doan provided a presentation on Pierce County Fire Protection District No. 5 (Gig Harbor Fire & Medic One) Proposition No. 1.

MAYOR'S REPORT: Mayor Markley acknowledged the good work staff have been doing of late. She also reported that pavement repair work is occurring throughout the City.

CITY ADMINISTRATOR'S REPORT: Interim City Administrator Katrina Knutson reported that the City has been approached about locating a ballot drop box at the Civic Center. Staff is also working on reclassifying several positions.

PUBLIC COMMENT ON NON-AGENDA ITEMS: Thomas Wick commented on Public Records Requests.

NEW BUSINESS:

1. **Resolution 1250 Expressing Support for Pierce County Fire Protection District No. 5 (Gig Harbor Fire & Medic One) Proposition No. 1 Titled "Bonds for Fire Station and Training Facility"** - Interim City Administrator Katrina Knutson introduced the Resolution.

Public Comment: Bryce Nelson spoke in support of the Resolution.

MOTION: Move to approve Resolution 1250 (Lykins/Woock).

VOTE: Unanimously approved.

- 2. Public Hearing: Resolution 1249 Adopting 2023-28 Six-Year Transportation Improvement Program (TIP)** - Interim City Engineer Aaron Hulst introduced the Resolution.

The Mayor opened the public hearing. There were no comments and the Mayor closed the public hearing.

MOTION: Move to approve Resolution 1249 (Lykins/Woock).

VOTE: Unanimously approved.

- 3. Ordinance 1488 Relating to Fireworks Sale and Discharge Regulations; Amending Chapter 8.20 of the Gig Harbor Municipal Code, Fireworks** - Building Official/Fire Marshal Paul Rice introduced the Ordinance.

Public Comment: Tony Panagiotu, Howard Cushner, Wendy Cushner, Dave Arterburn, Wes Friedman, Melissa Myers, Bea Mezei-Rhodes, and Abby Landry provided written comments in support of the Ordinance. Katrina Dohn and Randy Cearly spoke in opposition to the Ordinance.

The Ordinance will return for second reading at the next meeting.

- 4. Ordinance 1489 Amending Chapter 8.28 of the Gig Harbor Municipal Code to Reflect Civil Penalty for Exceeding Moorage Time Limits at Jerisich Dock** – Police Chief Kelly Busey introduced the Ordinance.

MOTION: Move to approve Ordinance 1489 (Rodenberg/Woock).

VOTE: Unanimously approved.

COUNCIL REPORTS / COMMENTS: Councilmember Woock congratulated the Wastewater Treatment Plant. Councilmember Barber reported on the Pride Celebration on June 10 and an idea for a One Gig Harbor campaign with support from Councilmember Lykins. Councilmember Denson commented on campaign sign issues.

EXECUTIVE SESSION: Council went into executive session for 20 minutes at 7:03 p.m. to discuss the acquisition of real estate per RCW 42.30.110(b) and to evaluate the qualifications of an applicant for public employment per RCW 42.30.110(1)(g). The Mayor announced that no action will be taken following the executive session.

Council returned to regular session at 7:23 p.m. Following the executive session, the Mayor announced that Katrina Knutson will be appointed City Administrator for the City of Gig Harbor, removing the interim designation from her title.

ADJOURN: The meeting adjourned at 7:26 p.m.



Joshua Stecker, CMC
City Clerk



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

Meeting Date: June 27, 2022

SUBJECT: Resolution 1251 Authorizing the Execution of a Sewer Utility Extension Agreement to 9509 Randall Street

SUBMITTED BY: Jeff Langhelm, PE, Public Works Director

DEPARTMENT: Public Works

PHONE: 253-853-7630

SUGGESTED MOTION: Move to approve Resolution 1251.

BACKGROUND INFORMATION: Leland Smith is requesting to connect the existing single-family residence located at 9509 Randall Dr., outside city limits but inside the City's urban growth area. Mr. Smith has requested 1 ERU of sewer. RCW 35.67.310 authorize the City to provide sewer utility services to property beyond the City limits. Ordinance No. 1235 allows the extension of sewer utilities to properties within the City's urban growth areas without the requirement to first annex. Ordinance No. 1235 further provides conditions in Chapter 13.34 of the Gig Harbor Municipal Code (GHMC) for connection to such utilities.

Following the requirements of Chapter 13.34 GHMC, Mr. Smith has requested the City of Gig Harbor's sewer utility serve his parcel. This parcel, located at 9509 Randall Dr., would require Mr. Smith to install a sewer lateral connection to the parcel, as the City already has an 8-in sewer main located within Randall Dr. in front of the parcel. The City currently has capacity to provide the requested utility connections.

The sewer utility extension agreement was presented to Council at their June 16 study session with no opposition to the proposed agreements.

FISCAL CONSIDERATION: The proposed utility extension agreement requires Lee Smith to pay all costs for designing, constructing, and permitting the necessary extension of the City's sewer utility.

Lastly, as prescribed by Chapter 13.32 GHMC and noted in the proposed utility extension agreement, all general facilities charges and monthly services charges for sewer services outside the city limits shall be charged at 1.5 times the in-city rates.

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

ATTACHMENTS: Resolution 1251

STRATEGIC PLAN PRIORITY: N/A

RESOLUTION 1251

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO EXTENDING SEWER SERVICE OUTSIDE THE CITY, AUTHORIZING THE EXECUTION OF ONE SEWER UTILITY EXTENSION AGREEMENT WITH LEE SMITH, TO ONE SINGLE FAMILY LOT IN PIERCE COUNTY, WASHINGTON.

WHEREAS, Lee Smith is requesting to connect the existing single family residence located at 9509 Randall Dr., outside city limits but inside the City's urban growth area; and

WHEREAS, Lee Smith has requested connection to the City of Gig Harbor's sewer utility to serve their single family lot and located at 9509 Randall Dr NW; and

WHEREAS, RCW 35.67.310 authorize the City to provide sewer utility services to property beyond the City limits; and

WHEREAS, Chapter 13.34 of the Gig Harbor Municipal Code (GHMC) requires the property owner seeking a utility extension to enter into a utility extension agreement with the City as a condition of a utility extension; and

WHEREAS, the City currently has capacity to provide the requested utility connections;

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

Section 1. The City Council hereby authorizes the Mayor to execute the Utility Extension Agreements attached hereto as Exhibit A, with the owner, Lee Smith.

Section 2. The City Council hereby directs the City Clerk to record the Utility Extension Agreement against the Property legally described in Exhibit A of the Utility Extension Agreement, at the cost of the applicant.

ADOPTED by the City Council of the City of Gig Harbor at a regular meeting thereof, held this 27th day of June, 2022.

Tracie Markley
Mayor

Attest:

Joshua Stecker, CMC
City Clerk

EXHIBIT A

AFTER RECORDING RETURN TO:

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

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM

Document Title(s) (or transactions contained therein):

Utility Extension, Capacity Agreement and Agreement Waiving Right to Protest LID

Grantor(s) (Last name first, then first name and initials)

Grantee(s) (Last name first, then first name and initials)

City of Gig Harbor

Legal Description (abbreviated: i.e., lot, block, plat or section, township, range)

Section 05 Township 21 Range 02 Quarter 21 : L 1 OF S P 2022-03-07-5002 AN ALT OF L 1 OF S P
86-08-25-0105 TOG/W EASE OF REC OUT OF 2-000 SEG X-0895 PP ES DC/BL 08-12-02BL
19188883DC 1/7/2022DX 20003159DC 3/14/2022 BB

Assessor's Property Tax Parcel or Account Number: 0221056029

Reference Number(s) of Documents assigned or released: _____

UTILITY EXTENSION, CAPACITY AGREEMENT AND AGREEMENT WAIVING RIGHT TO PROTEST LID

THIS AGREEMENT is entered into this _____ day of _____, 2022, between the City of Gig Harbor, Washington, a municipal corporation of the State of Washington (the "City"), and Leland C. Smith, an Individual (the "Owner").

RECITALS

WHEREAS, the Owner is the owner of certain real property located in Pierce County which is legally described as set forth in Exhibit "A" and shown in the location map in Exhibit "B" attached hereto and incorporated herein by this reference; and

WHEREAS, the Owner's property is not currently within the City limits; and

WHEREAS, the Owner desires to connect to the City sewer utility system, hereafter referred to as the "utility," and the City is willing to allow connection only upon certain terms and conditions in accordance with Title 13 of the Gig Harbor Municipal Code, as now enacted or hereinafter amended; NOW, THEREFORE

FOR AND IN CONSIDERATION of the mutual benefits and conditions hereinafter contained, the parties agree as follows:

TERMS

1. Warranty of Title. The Owner warrants that Owner is the owner of the property described in Exhibit 'A', which is attached hereto and incorporated herein by this reference, and is authorized to enter into this Agreement.

2. Extension Authorized. The City hereby authorizes the Owner to extend service to Owner's property from the existing utility line on Randal Drive (street or right-of-way) at the following location: 9509 Randall Dr, Gig Harbor, WA 98335.

3. Costs. Owner will pay all costs of designing, engineering and constructing the extension. All construction shall be done to City standards and according to plans approved by the City Engineer. Any and all costs incurred by the City in reviewing plans and inspecting construction shall be paid for by the Owner.

4. Sewer Capacity Commitment. The City agrees to provide to the Owner sewer utility service and hereby reserves to the Owner the right to discharge to the City's sewage system ONE ERU's; provided however, that the City retains the authority to temporarily suspend such capacity where necessary to protect public health and safety, or where required to comply with the City's NPDES permit, or any other permits required by any agency with jurisdiction. These capacity rights are allocated only to the Owner's system as herein described. Any modification to this system must first be approved by the City. Capacity rights acquired by the Owner pursuant to this Agreement shall not constitute ownership by the Owner of any facilities comprising the City sewage system. The City agrees to reserve to the Owner this capacity as set forth in GHMC 13.34.030.

5. Capacity Commitment Payment.

A. The Owner agrees to pay the City within 30 days of execution of this Agreement and prior to the recording of this agreement the sum of \$ 2,169.00, which is fifteen percent (15%) of the current general facilities charge, to reserve the above specified capacity. This payment shall reserve the specified capacity for a period of up to three years.

B. In the event the Owner has not made connection to the City's utility system by the date set forth above and no extension of the commitment period occurs as outlined below, such capacity commitment shall expire and the Owner shall forfeit one hundred percent (100%) of this capacity commitment payment to cover the City's administrative and related expenses.

C. In the event the Pierce County Boundary Review Board should not approve extension of the City's sewer system prior to the expiration of the commitment period, the Owner shall be entitled to a refund of the capacity commitment payment (without interest), less a five percent (5%) administrative fee.

6. Extension of Commitment Period. The Owner may extend the capacity commitment period for the life of the underlying development application or the underlying development approval upon payment of a capacity commitment payment of 100% of the value of the current general facilities charge. At the time of actual connection, per GHMC 13.34.040(7), if the sewer general facilities charge has increased, the Owner shall pay the difference between what was paid for the capacity commitment payment and the actual cost of the current general facilities charge.

7. Permits; Easements. Owner shall secure and obtain, at Owner's sole cost and expense, any and all necessary permits, easements, approvals, and licenses to construct the extension, including, but not limited to, all necessary easements, excavation permits, street use permits, or other permits required by state, county and city governmental departments including, but not limited to, the Pierce County Public Works Department, Pierce County Environmental Health Department, State Department of Ecology, Pierce County Boundary Review Board, and City of Gig Harbor.

8. Turn Over of Capital Facilities. If the extension of utility service to Owner's property involves the construction of water or sewer main lines, pump stations, wells, and/or other City required capital facilities, the Owner agrees if required by the City to turn over and dedicate such facilities to the City, at no cost, upon the completion of construction and approval and acceptance of the same by the City. As a prerequisite to such turn over and acceptance, the Owner will furnish to the City the following:

- A. Record drawings in a form acceptable to the City Engineer;
- B. Any necessary easements, permits or licenses for the continued operation, maintenance, repair or reconstruction of such facilities by the City, in a form approved by the City Attorney;
- C. A bill of sale in a form approved by the City Attorney; and
- D. A bond or other suitable security in a form approved by the City Attorney and in an amount approved by the City Engineer, ensuring that the facilities will remain free from defects in workmanship and materials for a period of two years.

9. General Facilities Charges. The Owner agrees to pay the applicable general facilities charges, in addition to any costs of construction, as a condition of connecting to the City utility system at the rate schedules applicable at the time the Owner physically connects his/her property to the system. Any commitment payment that has not been forfeited shall be applied to the City's general facilities charges. Should the Owner not connect 100% of the Sewer Capacity Commitment, the Capacity Commitment payment shall be credited on a prorated percentage basis to the general facilities charges as they are levied.

10. Service Charges. In addition to the general facilities charges, the Owner agrees to pay for utility service rendered according to the rates for services applicable to properties outside the city limits as such rates exist (which is presently at 150% the rate charged to customers inside city limits) or as they may be hereafter amended or modified.

11. Annexation.

A. Owner understands that annexation of the property described on Exhibit 'A' to the City will result in the following consequences:

- i. Pierce County ordinances, resolutions, rules and regulations will cease to apply to the property upon the effective date of annexation;
- ii. City of Gig Harbor ordinances, resolutions, rules and regulations will apply to the property upon the effective date of annexation;
- iii. Governmental services, such as police, fire and utility service will be provided to the property by the City of Gig Harbor upon the effective date of annexation;
- iv. The property may be required to assume all or any portion of the existing City of Gig Harbor indebtedness, and property tax rates and assessments applicable to the property may be different from those applicable prior to the effective date of annexation;
- v. Zoning and land use regulations applicable to the property after annexation may be different from those applicable to the property prior to annexation; and
- vi. All or any portion of the property may be annexed and the property may be annexed in conjunction with, or at the same time as, other property in the vicinity.

B. With full knowledge and understanding of these consequences of annexation and with full knowledge and understanding of Owner's decision to forego opposition to annexation of the property to the City of Gig Harbor, Owner agrees to sign a petition for annexation to the City of the property described on Exhibit "A" as provided in RCW 35.14.120, as it now exists or as it may hereafter be amended, at such time as the Owner is requested by the City to do so. The Owner also agrees and appoints the Mayor of the City as Owner's attorney-in-fact to execute an annexation petition on Owner's behalf in the event that Owner shall fail or refuse to do so and agrees that such signature shall constitute full authority from the Owner for annexation as if Owner had signed the petition himself. Owner further agrees not to litigate, challenge or in any manner contest, annexation to the City. This Agreement shall be deemed to be continuing, and if Owner's property is not annexed for whatever reason, including a decision by the City not to annex, Owner

agrees to sign any and all subsequent petitions for annexations. In the event that any property described on Exhibit 'A' is subdivided into smaller lots, the purchasers of each subdivided lot shall be bound by the provisions of this paragraph.

12. Public Works Standards and Utility Regulations. Owner agrees to comply with all of the requirements of the City's public works standards relating to sewer and utility regulations when developing or redeveloping all or any part of the property described on Exhibit "A", and all other applicable sewerage standards in effect at the time.

13. Liens. The Owner understands and agrees that delinquent payments under this agreement shall constitute a lien upon the above-described property. The lien shall be as provided in RCW 35.67.200, and shall be enforced in accordance with RCW 35.67.220 through RCW 35.67.290, all as now enacted or hereafter amended.

14. Termination for Noncompliance. In the event Owner fails to comply with any term or condition of this Agreement, the City shall have the right, at any time, to enter onto the Owner's property and for that purpose disconnect the sewer, in addition to any other remedies available to the City.

15. Waiver of Right to Protest LID. (If applicable)

A. Owner acknowledges that the entire property legally described in Exhibit 'A' would be specially benefited by the following improvements (specify):

Installation of a single family sewer lateral connection to the existing 8-inch sewer main located in Randall Dr.

B. Owner agrees to sign a petition for the formation of an LID or ULID for the specified improvements at such time as one is circulated and Owner hereby appoints the Mayor of the City as his attorney-in-fact to sign such a petition in the event Owner fails or refuses to do so.

C. With full understanding of Owner's right to protest formation of an LID or ULID to construct such improvements pursuant to RCW 35.43.180, Owner agrees to participate in any such LID or ULID and to waive his right to protest formation of the same. Owner shall retain the right to contest the method of calculating any assessment and the amount thereof, and shall further retain the right to appeal the decision of the City Council affirming the final assessment roll to the superior court. Notwithstanding any other provisions of this Agreement, this waiver of the right to protest shall only be valid for a period of ten (10) years from the date this Agreement is signed by the Owner.

16. Specific Enforcement. In addition to any other remedy provided by law or this Agreement, the terms of this Agreement may be specifically enforced by a court of competent jurisdiction.

17. Covenant. The conditions and covenants set forth in this Agreement and incorporated herein by the Exhibits shall run with the land and the benefits and burdens shall bind and inure to the benefit of the parties. The Owner, and every purchaser, assignee or transferee of an interest in the Property, or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be the beneficiary thereof and a party thereto, but only with respect to the Property, or such portion thereof, sold, assigned or transferred to it. Any such purchaser, assignee or transferee shall observe and fully perform all of the duties and obligations of the Owner contained in this Agreement, as such duties and obligations pertain to the portion of the Property sold, assigned or transferred to it. All costs of recording this Agreement with the Pierce County Auditor shall be borne by the Owner.

18. Attorney's Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. In any suit or action seeking to enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, in addition to any other remedy provided by law or this agreement. Venue of such action shall lie in Pierce County Superior Court or the U.S. District Court for Western Washington.

19. Notices. Notices and correspondence to the City and Owner shall be sufficiently given if dispatched by pre-paid first-class mail to the addresses of the parties as designated below. Notice to any person who purchases any portion of the Property from the Owner shall be required to be given by the City only for those property purchasers who provide the City with written notice of their address. The parties hereto may, from time to time, advise the other of any new addresses for notice and correspondence.

TO THE CITY:

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

TO THE OWNER:

Leland Smith
9509 Randall Dr NW
Gig Harbor, WA 98335

20. Severability and Integration. This Agreement and the Exhibits attached hereto constitute the agreement between the parties on this subject matter, and there are no other understandings, verbal or written, that modify the terms of this Agreement. If any phrase, provision, or section of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of Washington which became effective after the effective date of this Agreement, such invalidity shall not affect the other terms of this Agreement.

DATED this _____ day of _____, 2022.

OWNER:

CITY OF GIG HARBOR

By: _____
Its _____
(Owner, President, Managing Member)

By: _____
Its Mayor

Attest:

City Clerk, Josh Stecker

Approved as to form:
Office of the City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

DATED: _____

Printed: _____
Notary Public in and for Washington
Residing at: _____
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF P I E R C E)

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

DATED: _____

Printed: _____
Notary Public in and for Washington
Residing at _____
My appointment expires: _____

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

Section 05 Township 21 Range 02 Quarter 21 : L 1 OF S P 2022-03-07-5002 AN ALT OF L 1
OF S P 86-08-25-0105 TOG/W EASE OF REC OUT OF 2-000 SEG X-0895 PP ES DC/BL 08-
12-02BL 19188883DC 1/7/2022DX 20003159DC 3/14/2022 BB

EXHIBIT B PROPERTY LOCATION MAP





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

Meeting Date: June 27, 2022

SUBJECT: Resolution 1252 Authorizing the Execution of a Sewer Utility Extension Agreement to Canterwood 12 Development

SUBMITTED BY: Jeff Langhelm, PE, Public Works Director

DEPARTMENT: Public Works

PHONE: 253-853-7630

SUGGESTED MOTION: Move to approve Resolution 1252

BACKGROUND INFORMATION: Canterwood 12, LLC is requesting to connect 40 proposed attached single family residential townhomes and a commercial office building located at 5726 & 5730 Baker Way, outside city limits but inside the City's urban growth area. Canterwood 12, LLC has requested 53 Equivalent Residential Units (ERU's) of sewer. RCW 35.67.310 authorize the City to provide sewer utility services to property beyond the City limits. Ordinance No. 1235 allows the extension of sewer utilities to properties within the City's urban growth areas without the requirement to first annex. Ordinance No. 1235 further provides conditions in Chapter 13.34 of the Gig Harbor Municipal Code (GHMC) for connection to such utilities.

Following the requirements of Chapter 13.34 GHMC, Canterwood 12, LLC has requested the City of Gig Harbor's sewer utility serve his parcel. These parcels, located at 5726 & 5730 Baker Way, would require Canterwood 12, LLC to install a sewer extension to the parcels, as the City already has an 8-in sewer main located within Canterwood Blvd in front of the parcels. The City currently has capacity to provide the requested utility connections.

The sewer utility extension agreement was presented to the Council Study Session at their June 16 meeting with no opposition to the proposed agreements.

FISCAL CONSIDERATION: The proposed utility extension agreement requires Canterwood 12, LLC to pay all costs for designing, constructing, and permitting the necessary extension of the City's sewer utility.

Lastly, as prescribed by Chapter 13.32 GHMC and noted in the proposed utility extension agreement, all general facilities charges and monthly services charges for sewer services outside the city limits shall be charged at 1.5 times the in-city rates.

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

ATTACHMENTS: Resolution 1252

STRATEGIC PLAN PRIORITY: N/A

RESOLUTION 1252

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO EXTENDING SEWER SERVICE OUTSIDE THE CITY, AUTHORIZING THE EXECUTION OF ONE SEWER UTILITY EXTENSION AGREEMENT WITH CANTERWOOD 12, LLC, TO A FOURTY (40) LOT ATTACHED SINGLE FAMILY RESIDENTIAL AND ONE COMMERCIAL BUILDING IN PIERCE COUNTY, WASHINGTON.

WHEREAS, Canterwood 12, LLC is in the process of permitting through Pierce County a 40 attached single family residential townhomes and a commercial office building subdivision outside city limits but inside the City's urban growth area and have requested fifty-three (53) Equivalent Residential Units (ERU's) (lots and commercial building); and

WHEREAS, Canterwood 12, LLC has requested connection to the City of Gig Harbor's sewer utility to serve their subdivision known as the Canterwood-Baker Way Development and located at 5726 & 5730 Baker Way; and

WHEREAS, RCW 35.67.310 authorize the City to provide sewer utility services to property beyond the City limits; and

WHEREAS, Chapter 13.34 of the Gig Harbor Municipal Code (GHMC) requires the property owner seeking a utility extension to enter into a utility extension agreement with the City as a condition of a utility extension; and

WHEREAS, the City currently has capacity to provide the requested utility connections;

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

Section 1. The City Council hereby authorizes the Mayor to execute the Utility Extension Agreement attached hereto as Exhibit A, with the owner, Canterwood 12, LLC.

Section 2. The City Council hereby directs the City Clerk to record the Utility Extension Agreement against the Property legally described in Exhibit A of the Utility Extension Agreement, at the cost of the applicant.

ADOPTED by the City Council of the City of Gig Harbor at a regular meeting thereof, held this 27th day of June, 2022.

Tracie Markley
Mayor

Attest:

Joshua Stecker, CMC
City Clerk

EXHIBIT A

AFTER RECORDING RETURN TO:

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

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM

Document Title(s) (or transactions contained therein):

Sewer Utility Extension, Capacity Agreement and Agreement Waiving Right to Protest LID

Grantor(s) (Last name first, then first name and initials)

Grantee(s) (Last name first, then first name and initials)

City of Gig Harbor

Legal Description (abbreviated: i.e., lot, block, plat or section, township, range)

Lots 2 and 3, Canterwood Division Eleven, Phase 2, recorded under recording number 200904235002, records of Pierce County, Washington

Assessor's Property Tax Parcel or Account Number: 300120020 & 3001200030

Reference Number(s) of Documents assigned or released: _____

UTILITY EXTENSION, CAPACITY AGREEMENT AND AGREEMENT WAIVING RIGHT TO PROTEST LID

THIS AGREEMENT is entered into this _____ day of _____, 2022, between the City of Gig Harbor, Washington, a municipal corporation of the State of Washington (the "City"), and Canterwood 12, LLC, a Corporation (the "Owner").

RECITALS

WHEREAS, the Owner is the owner of certain real property located in Pierce County which is legally described as set forth in Exhibit "A" and shown in the location map in Exhibit "B" attached hereto and incorporated herein by this reference; and

WHEREAS, the Owner's property is not currently within the City limits; and

WHEREAS, the Owner desires to connect to the City sewer utility system, hereafter referred to as the "utility," and the City is willing to allow connection only upon certain terms and conditions in accordance with Title 13 of the Gig Harbor Municipal Code, as now enacted or hereinafter amended; and

FOR AND IN CONSIDERATION of the mutual benefits and conditions hereinafter contained, the parties agree as follows:

TERMS

1. Warranty of Title. The Owner warrants that Owner is the owner of the property described in Exhibit 'A', which is attached hereto and incorporated herein by this reference, and is authorized to enter into this Agreement.

2. Extension Authorized. The City hereby authorizes the Owner to extend service to Owner's property from the existing utility line on Canterwood Blvd (street or right-of-way) at the following location: 5726 & 5730 Baker Way, Gig Harbor, WA 98332.

3. Costs. Owner will pay all costs of designing, engineering and constructing the extension. All construction shall be done to City standards and according to plans approved by the City Engineer. Any and all costs incurred by the City in reviewing plans and inspecting construction shall be paid for by the Owner.

4. Sewer Capacity Commitment. The City agrees to provide to the Owner sewer utility service and hereby reserves to the Owner the right to discharge to the City's sewage system 20 ERU's; provided however, that the City retains the authority to temporarily suspend such capacity where necessary to protect public health and safety, or where required to comply with the City's NPDES permit, or any other permits required by any agency with jurisdiction. These capacity rights are allocated only to the Owner's system as herein described. Any modification to this system must first be approved by the City. Capacity rights acquired by the Owner pursuant to this Agreement shall not constitute ownership by the Owner of any facilities comprising the City sewage system. The City agrees to reserve to the Owner this capacity as set forth in GHMC 13.34.030.

5. Capacity Commitment Payment.

A. The Owner agrees to pay the City within 30 days of execution of this Agreement and prior to the recording of this agreement the sum of \$ 114,957.00, which is fifteen percent (15%) of the current general facilities charge, to reserve the above specified capacity. This payment shall reserve the specified capacity for a period of up to three years.

B. In the event the Owner has not made connection to the City's utility system by the date set forth above and no extension of the commitment period occurs as outlined below, such capacity commitment shall expire and the Owner shall forfeit one hundred percent (100%) of this capacity commitment payment to cover the City's administrative and related expenses.

C. In the event the Pierce County Boundary Review Board should not approve extension of the City's sewer system prior to the expiration of the commitment period, the Owner shall be entitled to a refund of the capacity commitment payment (without interest), less a five percent (5%) administrative fee.

6. Extension of Commitment Period. The Owner may extend the capacity commitment period for the life of the underlying development application or the underlying development approval upon payment of a capacity commitment payment of 100% of the value of the current general facilities charge. At the time of actual connection, per GHMC 13.34.040(7), if the sewer general facilities charge has increased, the Owner shall pay the difference between what was paid for the capacity commitment payment and the actual cost of the current general facilities charge.

7. Permits; Easements. Owner shall secure and obtain, at Owner's sole cost and expense, any and all necessary permits, easements, approvals, and licenses to construct the extension, including, but not limited to, all necessary easements, excavation permits, street use permits, or other permits required by state, county and city governmental departments including, but not limited to, the Pierce County Planning & Public Works Department, Pierce County Environmental Health Department, State Department of Ecology, Pierce County Boundary Review Board, and City of Gig Harbor.

8. Turn Over of Capital Facilities. If the extension of utility service to Owner's property involves the construction of water or sewer main lines, pump stations, wells, and/or other City required capital facilities, the Owner agrees if required by the City to turn over and dedicate such facilities to the City, at no cost, upon the completion of construction and approval and acceptance of the same by the City. As a prerequisite to such turn over and acceptance, the Owner will furnish to the City the following:

- A. Record drawings in a form acceptable to the City Engineer;
- B. Any necessary easements, permits or licenses for the continued operation, maintenance, repair or reconstruction of such facilities by the City, in a form approved by the City Attorney;
- C. A bill of sale in a form approved by the City Attorney; and
- D. A bond or other suitable security in a form approved by the City Attorney and in an amount approved by the City Engineer, ensuring that the facilities will remain free from defects in workmanship and materials for a period of two years.

9. General Facilities Charges. The Owner agrees to pay the applicable general facilities charges, in addition to any costs of construction, as a condition of connecting to the City utility system at the rate schedules applicable at the time the Owner physically connects his/her property to the system. Any commitment payment that has not been forfeited shall be applied to the City's general facilities charges. Should the Owner not connect 100% of the Sewer Capacity Commitment, the Capacity Commitment payment shall be credited on a prorated percentage basis to the general facilities charges as they are levied.

10. Service Charges. In addition to the general facilities charges, the Owner agrees to pay for utility service rendered according to the rates for services applicable to properties outside the city limits as such rates exist (which is presently at 150% the rate charged to customers inside city limits) or as they may be hereafter amended or modified.

11. Annexation.

A. Owner understands that annexation of the property described on Exhibit 'A' to the City will result in the following consequences:

- i. Pierce County ordinances, resolutions, rules and regulations will cease to apply to the property upon the effective date of annexation;
- ii. City of Gig Harbor ordinances, resolutions, rules and regulations will apply to the property upon the effective date of annexation;
- iii. Governmental services, such as police, fire and utility service will be provided to the property by the City of Gig Harbor upon the effective date of annexation;
- iv. The property may be required to assume all or any portion of the existing City of Gig Harbor indebtedness, and property tax rates and assessments applicable to the property may be different from those applicable prior to the effective date of annexation;
- v. Zoning and land use regulations applicable to the property after annexation may be different from those applicable to the property prior to annexation; and
- vi. All or any portion of the property may be annexed and the property may be annexed in conjunction with, or at the same time as, other property in the vicinity.

B. With full knowledge and understanding of these consequences of annexation and with full knowledge and understanding of Owner's decision to forego opposition to annexation of the property to the City of Gig Harbor, Owner agrees to sign a petition for annexation to the City of the property described on Exhibit "A" as provided in RCW 35.14.120, as it now exists or as it may hereafter be amended, at such time as the Owner is requested by the City to do so. The Owner also agrees and appoints the Mayor of the City as Owner's attorney-in-fact to execute an annexation petition on Owner's behalf in the event that Owner shall fail or refuse to do so and agrees that such signature shall constitute full authority from the Owner for annexation as if Owner had signed the petition himself. Owner further agrees not to litigate, challenge or in any manner contest, annexation to the City. This Agreement shall be deemed to be continuing, and if Owner's property is not annexed for whatever reason, including a decision by the City not to annex, Owner

agrees to sign any and all subsequent petitions for annexations. In the event that any property described on Exhibit 'A' is subdivided into smaller lots, the purchasers of each subdivided lot shall be bound by the provisions of this paragraph.

12. Public Works Standards and Utility Regulations. Owner agrees to comply with all of the requirements of the City's public works standards relating to sewer and utility regulations when developing or redeveloping all or any part of the property described on Exhibit "A", and all other applicable sewerage standards in effect at the time.

13. Liens. The Owner understands and agrees that delinquent payments under this agreement shall constitute a lien upon the above-described property. The lien shall be as provided in RCW 35.67.200, and shall be enforced in accordance with RCW 35.67.220 through RCW 35.67.290, all as now enacted or hereafter amended.

14. Termination for Noncompliance. In the event Owner fails to comply with any term or condition of this Agreement, the City shall have the right, at any time, to enter onto the Owner's property and for that purpose disconnect the sewer, in addition to any other remedies available to the City.

15. Waiver of Right to Protest LID. (If applicable)

A. Owner acknowledges that the entire property legally described in Exhibit 'A' would be specially benefited by the following improvements (specify):

Extension of public Sanitary Sewer Gravity Main from Canterwood Blvd into the Canterwood-Baker Way Development, located at 5726 & 5730 Baker Way, Gig Harbor, WA 98332

B. Owner agrees to sign a petition for the formation of an LID or ULID for the specified improvements at such time as one is circulated and Owner hereby appoints the Mayor of the City as his attorney-in-fact to sign such a petition in the event Owner fails or refuses to do so.

C. With full understanding of Owner's right to protest formation of an LID or ULID to construct such improvements pursuant to RCW 35.43.180, Owner agrees to participate in any such LID or ULID and to waive his right to protest formation of the same. Owner shall retain the right to contest the method of calculating any assessment and the amount thereof, and shall further retain the right to appeal the decision of the City Council affirming the final assessment roll to the superior court. Notwithstanding any other provisions of this Agreement, this waiver of the right to protest shall only be valid for a period of ten (10) years from the date this Agreement is signed by the Owner.

16. Specific Enforcement. In addition to any other remedy provided by law or this Agreement, the terms of this Agreement may be specifically enforced by a court of competent jurisdiction.

17. Covenant. The conditions and covenants set forth in this Agreement and incorporated herein by the Exhibits shall run with the land and the benefits and burdens shall bind and inure to the benefit of the parties. The Owner, and every purchaser, assignee or transferee of an interest in the Property, or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be the beneficiary thereof and a party thereto, but only with respect to the Property, or such portion thereof, sold, assigned or transferred to it. Any such purchaser, assignee or transferee shall observe and fully perform all of the duties and obligations of the Owner contained in this Agreement, as such duties and obligations pertain to the portion of the Property sold, assigned or transferred to it. All costs of recording this Agreement with the Pierce County Auditor shall be borne by the Owner.

18. Attorney's Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. In any suit or action seeking to enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, in addition to any other remedy provided by law or this agreement. Venue of such action shall lie in Pierce County Superior Court or the U.S. District Court for Western Washington.

19. Notices. Notices and correspondence to the City and Owner shall be sufficiently given if dispatched by pre-paid first-class mail to the addresses of the parties as designated below. Notice to any person who purchases any portion of the Property from the Owner shall be required to be given by the City only for those property purchasers who provide the City with written notice of their address. The parties hereto may, from time to time, advise the other of any new addresses for notice and correspondence.

TO THE CITY:

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

TO THE OWNER:

Canterwood 12, LLC
1824 112th St. E STE E
Tacoma, WA 98445

20. Severability and Integration. This Agreement and the Exhibits attached hereto constitute the agreement between the parties on this subject matter, and there are no other understandings, verbal or written, that modify the terms of this Agreement. If any phrase, provision, or section of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of Washington which became effective after the effective date of this Agreement, such invalidity shall not affect the other terms of this Agreement.

DATED this _____ day of _____, 2022

OWNER:

CITY OF GIG HARBOR

By: _____
Its _____
(Owner, President, Managing Member)

By: _____
Its Mayor

Attest:

City Clerk, Josh Stecker

Approved as to form:
Office of the City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

DATED: _____

Printed: _____
Notary Public in and for Washington
Residing at: _____
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF P I E R C E)

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

DATED: _____

Printed: _____
Notary Public in and for Washington
Residing at _____
My appointment expires: _____

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

Lots 2 and 3, Canterwood Division Eleven, Phase 2, recorded under recording number 200904235002, records of Pierce County, Washington.

EXHIBIT B
PROPERTY LOCATION MAP





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

Meeting Date: June 27, 2022

SUBJECT: Agreement with Pierce County Auditor for Ballot Drop Box Property Use

SUBMITTED BY: Josh Stecker, City Clerk

DEPARTMENT: Administration

PHONE: 853-7613

SUGGESTED MOTION: Move to authorize the Mayor to execute the Ballot Drop Box Property Use Agreement with the Pierce County Auditor

BACKGROUND INFORMATION: The Pierce County Auditor's Office has approached the City about the potential to install a ballot drop box in front of the Civic Center. The ballot drop box would be located near the existing drop box for City utility payments in the one-way drive through lane outside the front doors of the Civic Center.

The proposed ballot drop box will be a relocation of the drop box currently located at the Gig Harbor Fire Station located on Kimball Drive. If the proposed Fire ballot measure passes in the fall, this drop box would need to be removed to make way for planned construction at that site.

This relocation would not take place until after the November 8 General Election this year. The agreement commits the City to hosting the drop box through 2032.

City staff do not foresee any significant negative impacts to hosting the drop box in the proposed location. Prior to 2019, the Civic Center was an official location for in-person voting which makes this location a logical and intuitive choice for locating a drop box.

FISCAL CONSIDERATION: None.

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: None.

ATTACHMENTS: Ballot Drop Box Property Use Agreement with the Pierce County Auditor

STRATEGIC PLAN PRIORITY: N/A

BALLOT DROP BOX PROPERTY USE AGREEMENT (Pierce County Auditor SC-_____)

This Ballot Drop Box Property Use Agreement ("Agreement") is made and entered into as of the Effective Date (defined in Section 22 below) by and between the City of Gig Harbor, a Washington municipal corporation and PIERCE COUNTY, a municipal corporation and political subdivision of the state of Washington. The City of Gig Harbor and Pierce County may hereinafter be referred to collectively as "Parties" or individually as a "Party".

R E C I T A L S

WHEREAS The City of Gig Harbor owns that certain parcel of real property consisting of the land and improvements commonly known as the Gig Harbor Civic Center, **3510 Grandview Street, Gig Harbor, WA 98335** and legally described in **Exhibit A** attached hereto and by this reference incorporated herein ("Subject Property"); and

WHEREAS Pierce County has secured funds in its 2022-2023 budget to install, use and maintain a ballot drop box of the type and nature schematically depicted in attached **Exhibit B** ("Drop Box") in various locations throughout Pierce County to collect ballots cast by voters in general and special elections conducted by the Pierce County Auditor pursuant to Chapter 29A of the Revised Code of Washington; and

WHEREAS The City of Gig Harbor desires to make available to Pierce County for the installation, use and maintenance of the Drop Box that certain portion of the Subject Property graphically depicted in attached **Exhibit C** ("Premises"); and

WHEREAS the Parties agree that it is in their mutual interest and in the best interest of the general public that a Drop Box be located upon the Subject Property to encourage and facilitate voting by local residents.

NOW, THEREFORE, for and in and consideration of the terms, covenants and conditions set forth in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, The City of Gig Harbor and Pierce County hereby agree as follows:

A G R E E M E N T

1. Incorporation of Recitals. The above recitals are true and correct and are incorporated herein by this reference as if fully set forth.

2. Grant of Use Right. The City of Gig Harbor hereby grants to Pierce County, and Pierce County hereby accepts from the City of Gig Harbor, the right to use the Subject Property and Premises upon the terms, covenants and conditions set forth in this Agreement.

3. Use Period. Pierce County's right to use the Subject Property and Premises under this Agreement shall commence on the Effective Date and expire midnight on December 31, 2032 ("Use Period") and shall thereafter automatically renew for successive periods of ONE (1) year each beginning January 1 and ending December 31 (each a "Renewal Period") unless earlier terminated as provided hereinbelow.

4. Acceptance. Pierce County has inspected the Subject Property and Premises and has determined to its complete satisfaction the same are suitable for the uses described in Section 5.1 below.

5. Use of Subject Property and Premises; Change of Location/Removal.

5.1 Permitted Uses. Pierce County shall use the Subject Property and Premises for the sole purposes of installing, using, maintaining and removing the Drop Box and for no other uses or purposes without the prior written consent of the City of Gig Harbor, which consent may be granted, withheld, conditioned or delayed by the City of Gig Harbor in its sole and absolute judgment and discretion.

5.2 Prohibited Uses. Pierce County shall not use the Subject Property or Premises in violation of any statute, rule, ordinance, permit, order, regulation or code in effect and applicable to any part thereof, nor shall it do or suffer to be done in or about the Subject Property or Premises, or bring into, keep, or suffer to be brought into or kept in or about the Subject Property or Premises, anything that may constitute a waste, hazard, nuisance or unreasonable annoyance to the City of Gig Harbor or its residents. Separate and apart from this Agreement, Pierce County shall be solely and exclusively responsible for obtaining any regulatory approvals necessary to install the Drop Box.

5.3 Change of Location/Removal. If during the Use Period or any Renewal Period the City of Gig Harbor determines the Drop Box is no longer compatible with its use and occupancy of the Subject Property, it may require Pierce County to either: (a) move the Drop Box to a newly-designated location upon the Subject Property, or (b) remove the Drop Box from the Subject Property. In the event the Drop Box is moved to a new location within the Subject Property, the newly-designated location shall for all purposes hereunder become the "Premises" and Exhibit C shall be amended as necessary

to depict the same. If the City of Gig Harbor requires Pierce County to move the Drop Box from the Premises, the City of Gig Harbor shall reimburse Pierce County for the documented, reasonable cost of moving the box to a new location and for restoring the previous location to the condition required in Section 17 below. The foregoing notwithstanding, Pierce County shall not be required to move or remove the Drop Box during the SIX (6) month period between June 1 and November 30 of any year during the Use Period.

6. Pierce County's Responsibilities. In addition to any other responsibilities expressly set forth in this Agreement, Pierce County agrees to:

6.1 Installation. Install the Drop Box in good and workmanlike manner in accordance with the manufacturer's specifications and with all laws, rules, regulations, ordinances, permits and requirements of all governmental agencies having jurisdiction.

6.2 Maintenance. Maintain the Drop Box throughout the Use Period and any Renewal Period in good repair and in a neat, clean, safe, sanitary and graffiti-free condition. If the Drop Box is breached, damaged, vandalized or defaced in any way, Pierce County shall re-secure, repair or replace the Drop Box as soon as practicable after receiving notice thereof.

6.3 Security. Provide for the security of the Drop Box and its contents. If any threat is made with respect to the Drop Box, such as an incendiary or other device, Pierce County shall be solely responsible for dealing with and resolving that threat.

7. The City of Gig Harbor Responsibilities. In addition to any other responsibilities expressly set forth in this Agreement, the City of Gig Harbor agrees to:

7.1 Exercise Due Care. Exercise due care and caution with respect to the Drop Box while conducting its business operations in and about the Subject Property and shall, at its sole cost and expense, repair any and all damage to the Drop Box caused by the negligent or willful conduct of its elected or appointed officials, contractors, servants, agents or employees.

7.2 Notification. Notify Pierce County immediately if the City of Gig Harbor becomes aware that: (a) the Drop Box has been breached, damaged, vandalized or defaced in any way; and/or (b) any threat is made with respect to the Drop Box.

7.3 Public Access. Ensure the public has reasonable access to the Drop Box TWENTY-FOUR (24) hours per day, SEVEN (7) days per week for purposes of casting election ballots.

8. Indemnification. Pierce County shall indemnify, defend, and hold the City of Gig Harbor harmless from all claims, liabilities, costs, attorney fees and expenses of any kind, type or nature whatsoever arising out of or in any way relating to: (a) Pierce County's use of the Subject Property and/or the Premises pursuant to this Agreement, specifically including, without limitation, any use of and/or entry onto the Subject Property by any member of the public in relation to the Drop Box; (b) any activity, work or thing done, permitted or suffered by Pierce County in or about the Subject Property and/or the Premises; (c) any breach or default in the performance of any obligation to be performed by Pierce County under this Agreement; or (d) any act or omission of Pierce County or of its elected or appointed officials, contractors, servants, agents or employees caused by negligence or willful misconduct and then only to the extent of its or their proportionate share of liability. Pierce County's obligation to indemnify the City of Gig Harbor under this Section 8 includes an obligation to indemnify for losses resulting from death or injury to Pierce County's elected or appointed officials, contractors, servants, agents or employees, and Pierce County hereby waives any and all immunities it now has or hereafter may have under Title 51 RCW (Industrial Insurance), or other worker's compensation, disability benefit or other similar act that would otherwise be applicable in the case of such a claim and further acknowledges that such waiver was mutually negotiated by the Parties as required by RCW 4.24.115.

9. Default; Remedies. In the event of a default under this Agreement, either Party may pursue any remedy allowed by law.

10. Waiver. Failure by either Party to promptly enforce any right under this Agreement shall not operate as a waiver of such right with respect to any future default.

11. Notices. Any notices required or desired to be given shall be by telephone, electronic mail and U.S. mail to the person(s) set forth below:

To the City of Gig Harbor:

The City of Gig Harbor
Attn: Josh Stecker, City Clerk
3510 Grandview Street, Gig Harbor, WA 98335
Telephone: (253) 351-7613
Email: cityclerk@gigharbor.gov

To Pierce County: Pierce County Auditor - Elections Division
Attn: Mike Rooney
2501 South 35th Street, Suite C
Tacoma, WA 98409-7284
Telephone: 253-798-2148 (Rooney)
Email: mike.rooney@piercecountywa.gov

Copy to: Pierce County Facilities Management
Attn: Real Property Management Specialist
1102 Broadway, Suite 302
Tacoma, WA 98402-2160
Telephone: 253-798-7223
Email: rick.tackett@piercecountywa.gov

Copy to: Pierce County Prosecuting Attorney/Civil Division
955 Tacoma Avenue South, Suite 301
Tacoma, WA 98402-2160
Telephone: 253-798-4168
Email: soojin.kim@piercecountywa.gov

Any Party, by written notice to the other in the manner herein provided, may designate contact information different from that set forth above. Any notices sent by a Party's attorney on behalf of such Party shall be deemed delivered by such Party.

12. Negotiation and Construction. This Agreement was negotiated by the Parties with the assistance of their own legal counsel and shall be construed according to its fair meaning and not strictly for or against either Party.

13. Time. Time is of the essence of this Agreement and of every term and provision hereof. If the date for any performance under this Agreement falls on a weekend or holiday, the time shall be extended to the next business day.

14. Counterparts. This Agreement may be signed in one or more counterparts, which taken together shall constitute the complete agreement between the Parties, and signatures to this Agreement by the Parties transmitted via facsimile shall be acceptable and binding.

15. Prior Agreements. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned herein and no prior agreement, letter of intent, negotiation or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Agreement may be amended or added to, except by an agreement in writing signed by the Parties or their respective successors in interest.

16. Attorney Fees and Costs. If either Party requires the services of an attorney in connection with enforcing the terms of this Agreement, whether or not suit is brought, or in the event suit is brought for the recovery of any sums due under this Agreement or for the breach of any term, covenant or condition hereof, the substantially prevailing Party shall be entitled to reasonable attorney fees and all costs incurred in

connection therewith, including, without limitation, the fees of experts and professionals, whether at trial, on appeal or without resort to suit.

17. Vacation of Premises. Upon expiration or earlier termination of the Agreement, Pierce County shall: (a) remove the Drop Box and any associated mounting hardware from the Premises; and (b) restore the Premises to substantially the same condition existing on the Effective Date, reasonable wear and tear excepted, and leave the same in a neat, clean, safe and sanitary condition. If Pierce County fails to complete the removal and/or restoration required under this Section 17, the city of Gig Harbor may cause such work to be completed and charge the documented, reasonable cost thereof to Pierce County.

18. Cost of Performance. Except as otherwise expressly provided in this Agreement, all covenants and agreements to be performed by either Party shall be performed at that Party's sole cost and expense.

19. Severability. Any provision of this Agreement that proves to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.

20. Governing Law; Venue. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the state of Washington. The venue of any action between the Parties relating to the subject matter of this Agreement shall be in the superior court for Pierce County, Washington.

21. Exhibits. The following exhibits are attached hereto and by this reference incorporated herein as if fully set forth:

Exhibit A	-	Legal Description of Subject Property
Exhibit B	-	Schematic Depiction of Drop Box
Exhibit C	-	Graphic Depiction of Premises

22. Effective Date. "Effective Date" means the date the Pierce County Executive (who shall be the last person to sign) shall have signed this Agreement as indicated opposite his name below.

THE CITY OF GIG HARBOR SIGNATURE PAGE

THE CITY OF GIG HARBOR, a Washington Municipal Corporation:

By: _____

Printed Name: Tracie Markley

Title: Mayor

Date: _____

ATTEST

Josh Stecker, City Clerk

APPROVED AS TO FORM:

Daniel Kenny, Attorney for the City

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

THIS IS TO CERTIFY that on this __ day of _____, 2022, before me personally appeared _____, to me known to be the _____ of the City of Gig Harbor, a Washington municipal corporation, described in and that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Washington municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument on behalf of said Washington municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Name: _____
Notary Public in and for the State of
Washington, residing at: _____
My Appointment Expires: _____

PIERCE COUNTY SIGNATURE PAGE

PIERCE COUNTY, a municipal corporation and political
subdivision of the state of Washington:

APPROVED AS TO LEGAL FORM ONLY:

By: _____
Deputy Prosecuting Attorney Date

RECOMMENDED FOR FINAL ACTION:

By: _____
Director, Budget and Finance Date

By: _____
Pierce County Auditor Date

FINAL ACTION:

By: _____
Pierce County Executive Date

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

THIS IS TO CERTIFY that on this __ day of _____, 2022, before me personally
appeared BRUCE F. DAMMEIER , to me known to be the Executive of Pierce County,
Washington, a municipal corporation and political subdivision of the state of Washington,
described in and that executed the foregoing instrument, and acknowledged said instrument to be
the free and voluntary act and deed of said municipal corporation, for the uses and purposes
therein mentioned, and on oath stated that he is authorized to execute the said instrument on behalf
of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the
day and year in this certificate first above written.

Name:
Notary Public in and for the State of
Washington, residing at: _____
My Appointment Expires: _____

EXHIBIT A
(Legal Description of Subject Property)

3510 Grandview St, Gig Harbor, WA 98335
ATN: 0221083-3156 & -3155

ATN: 02210833156

Section 08 Township 21 Range 02 Quarter 32 : THAT POR OF LOTS 1A & 2A OF GIG HARBOR ABAND MIL RESERV APPROP BY CY OF GIG HARBOR PER SUP CT 98-2-08894-5 DESC AS FOLL BEG AT SE COR OF LOT 1A TH N 02 DEG 24 MIN 12 SEC E 581.80 FT TH N 88 DEG 31 MIN 14 SEC W 54.73 FT TH S 22 DEG 51 MIN 28 SEC W 52.98 FT TH ALG C TO R HAVING C/A OF 74 DEG 32 MIN 14 SEC & RAD OF 44.64 FT ARC DIST OF 58.07 FT TH S 02 DEG 18 MIN 23 SEC W 200.45 FT TH N 86 DEG 35 MIN 37 SEC W 434.25 FT TH N 08 DEG 17 MIN 31 SEC E 22.61 FT TH N 42 DEG 41 MIN 14 SEC W 68.54 FT TH N 31 DEG 29 MIN 09 SEC W 7.47 FT TH N 23 DEG 49 MIN 52 SEC W 6.21 FT TH N 11 DEG 20 MIN 42 SEC W 7.05 FT TH N 82 DEG 52 MIN 30 SEC W 91.18 FT TH S 01 DEG 28 MIN 46 SEC E 123.10 FT TH N 88 DEG 37 MIN 48 SEC W 180.29 FT TH S 15 DEG 20 MIN 36 SEC W 108.57 FT TO NELY R/W LI OF KIMBALL DR TH ALG SD R/W LI S 34 DEG 04 MIN 48 SEC E 233.61 FT TO S LI OF LOT 2A TH ALG S LI OF LOT 2A & LOT 1A S 88 DEG 36 MIN 28 SEC E 762.53 FT TO POB EXC ANY POR OF GRANDVIEW AVE ON N OUT OF 1-151 SEG N0212BL 09-28-01BL DC4/23/02JU

ATN: 02210833155

Section 08 Township 21 Range 02 Quarter 32 : POR L 1A & 2A GIG HARBOR ABAND MIL RESERV DESC AS FOLL COM AT SE COR L 1A TH ALG E LI SD LOT N 02 DEG 24 MIN 12 SEC E 581.80 FT TH N 88 DEG 31 MIN 14 SEC W 54.73 FT TO POB TH ALG NLY LI OF PARCEL APPROP BY CY OF GIG HARBOR PER SUP CT CS # 98-2-08894-5 S 22 DEG 51 MIN 28 SEC W 52.98 FT TH ALG C TO R HAVING C/A OF 74 DEG 32 MIN 14 SEC & RAD OF 44.64 FT ARC DIST OF 58.07 FT TH S 02 DEG 18 MIN 23 SEC W 200.45 FT TH N 86 DEG 35 MIN 37 SEC W 434.25 FT TH N 08 DEG 17 MIN 31 SEC E 22.61 FT TH N 42 DEG 41 MIN 14 SEC W 68.54 FT TH N 31 DEG 29 MIN 09 SEC W 7.47 FT TH N 23 DEG 49 MIN 52 SEC W 6.21 FT TH N 11 DEG 20 MIN 42 SEC W 7.05 FT TH N 82 DEG 52 MIN 30 SEC W 91.18 FT TO PT ON W LI PARCEL DEEDED AFN 1584667 TH N ALG W LI SD PARCEL TO NW COR THEREOF TH E ALG N LI SD PARCEL & ITS ELY PROLONG & ALG N LI PARCEL DEEDED PER AFN 1575000 TO POB OUT OF 1-151 SEG N0212BL 09-28-01BL DC4/23/02JU

EXHIBIT B
(Schematic Depiction of Large Drop Box)

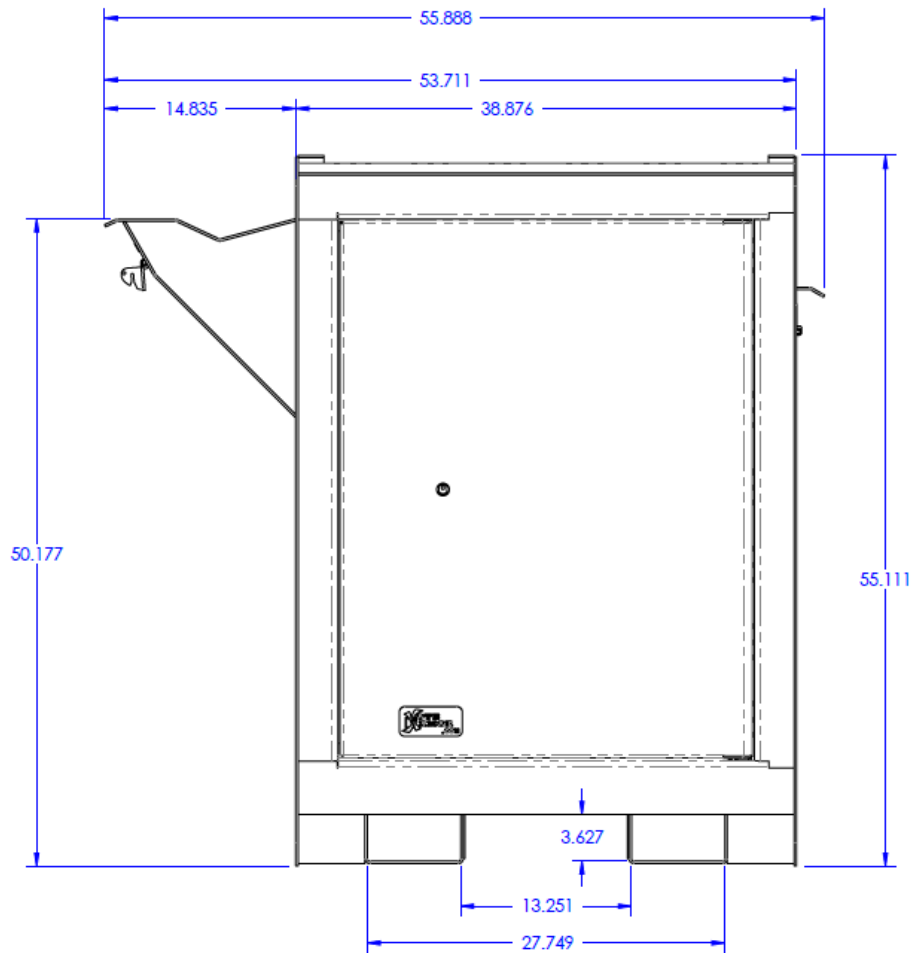


EXHIBIT B
(Schematic Depiction of Drop Box - Continued)

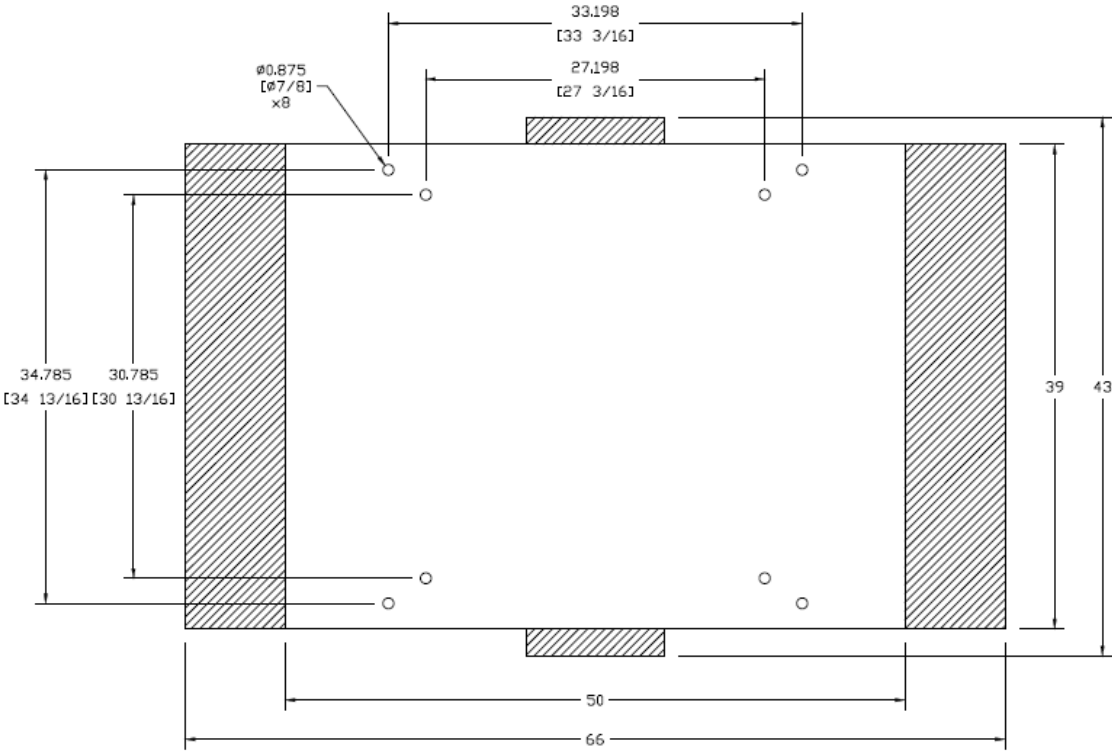


EXHIBIT B
(Schematic Depiction of Drop Box - Continued)

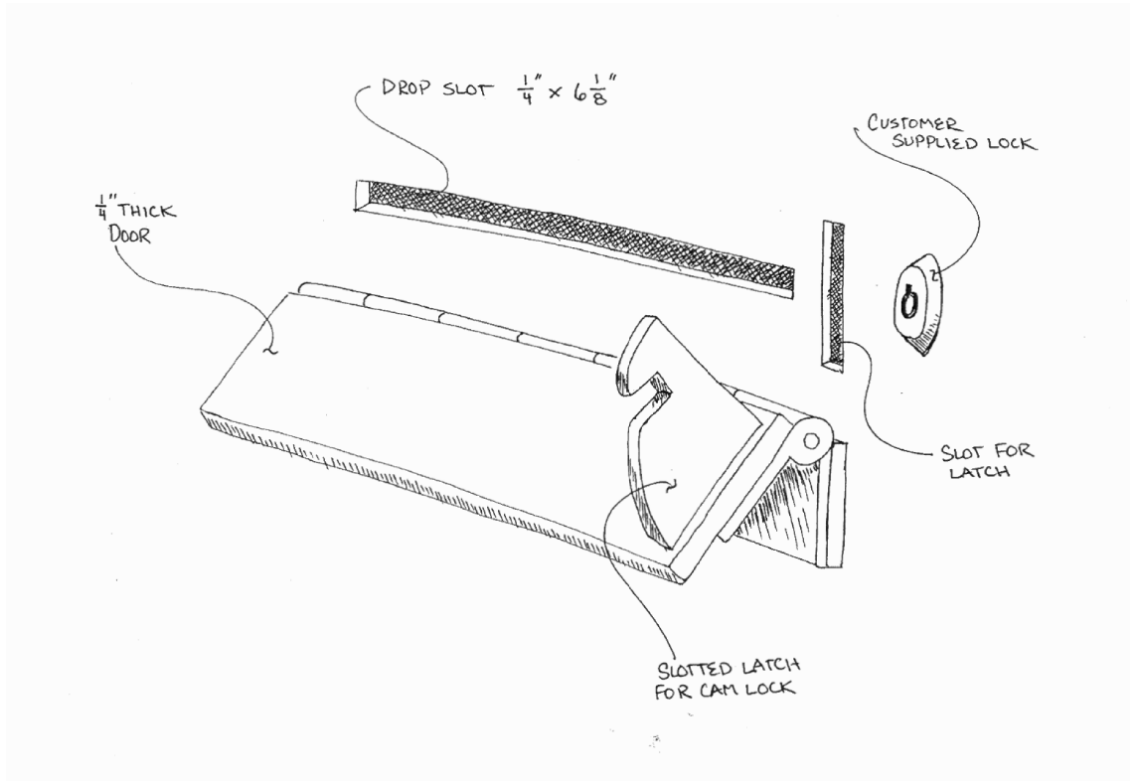


EXHIBIT C
(Graphic Depiction of Premises)

Proposed Ballot Drop Box. Gig Harbor Civic Center
3510 Grandview St., Gig Harbor, WA

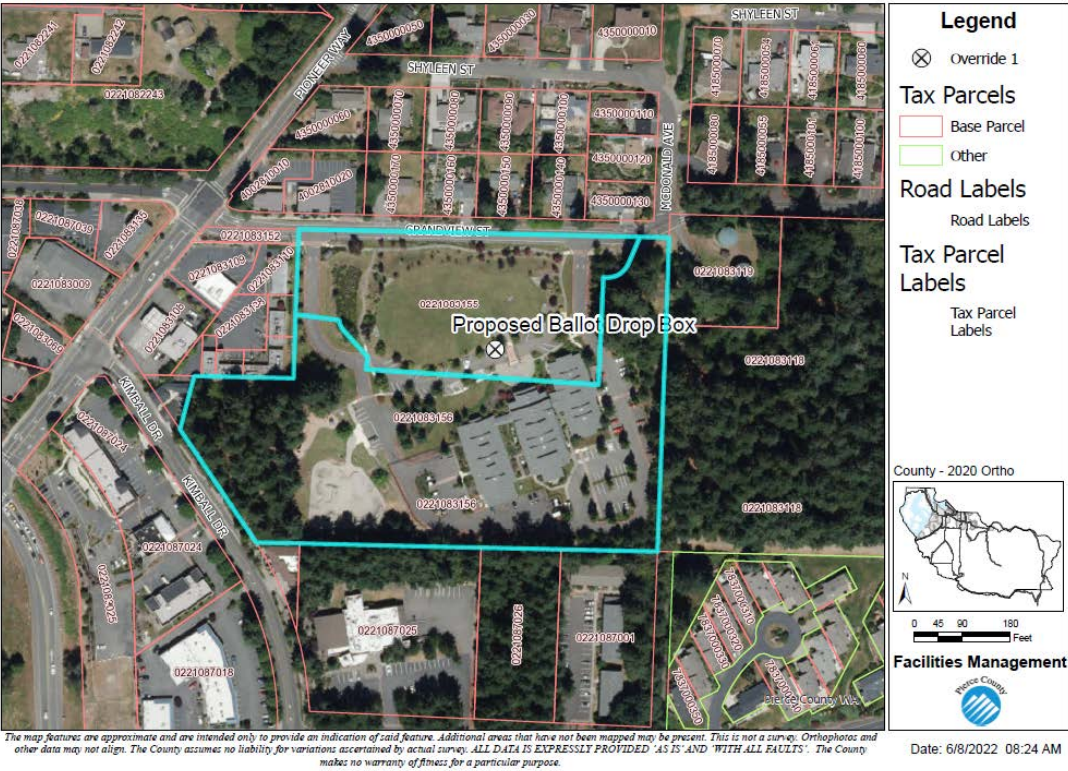


EXHIBIT C
(Graphic Depiction of Premises- Continued)

Proposed Box Location (circled)





City of Gig Harbor City Council Meeting Agenda Bill

Meeting Date: June 27, 2022

SUBJECT: Public Works Construction Contract – Annual Pavement Maintenance and Repair Program

SUBMITTED BY: Marcos McGraw, Project Engineer

DEPARTMENT: Public Works / Engineering Division

PHONE: 253-853-2647

SUGGESTED MOTION: Approve and authorize the following related to the City's 2022 Annual Pavement Maintenance and Repair Project:

1. The Mayor to execute a Public Works Construction Contract with Miles Resources, LLC in an amount not to exceed \$2,373,006.00;
 2. The Mayor to execute a Professional Services Contract for materials testing with Materials Testing and Consulting, Inc. in an amount not to exceed \$18,390.00;
 3. The City Engineer to approve additional Public Works Construction Contract expenditures up to \$200,000.00.
-

BACKGROUND INFORMATION: This project will provide for improvements to degraded pavement on certain street segments in need of maintenance and repair throughout the city.

In the City's 2022 Budget, Street Division – Operating Objective 2 identifies pavement replacement, pavement repair, or chip sealing of various roadway sections throughout the city consisting of 45th Street Court, Briarwood Lane, Point Fosdick Drive, Wollochet Drive, Woodhill Drive, the Olympic Dr/Pt Fosdick Dr intersection, and Hollycroft Street. Pavement maintenance and repairs include ADA improvements, where required. The bid form for this project consists of a base bid and additive bid schedules to provide the opportunity for the city to award the base bid only or the base bid and any combination of the additive bid schedules.

During the advertisement process, new information was presented to City Staff that Wollochet Drive pavement subgrade is also in poor condition. City Staff recommends excluding the Wollochet Drive additive bid at this time, and the City will consider this street segment under a future pavement maintenance project.

BIDDER	TOTAL BID AMOUNT
1. Miles Resources, LLC	\$ 2,373,006.00
Base Bid = Briarwood, Point Fosdick, 45 th St.	\$2,063,569.00
Additive Bid = Wollochet Drive.	\$133,786.00
Additive Bid = Hollycroft Street	\$127,201.00
Additive Bid = Harborview Drive	\$56,627.00
Additive Bid = Woodhill Drive	\$125,609.00
2. Tucci & Sons, Inc.	\$ 2,863,513
Base Bid = Briarwood, Point Fosdick, 45 th St.	\$2,362,357.00

Additive Bid = Wollochet Drive	\$244,735.50
Additive Bid = Hollycroft Street	\$225,941.00
Additive Bid = Harborview Drive	\$76,376.00
Additive Bid = Woodhill Drive	\$198,839.00

BID RESULTS: The Project was competitively bid using the City's Public Works Bidding process. On June 1, 2022, the City received two (2) responsive bids for the Project. The total bid amounts in the table below do not include the bid amounts for the additive bid for Wollochet Drive.

BIDDER	TOTAL BID AMOUNT
1. Miles Resources, LLC	\$ 2,373,006.00
2. Tucci & Sons, Inc.	\$ 2,863,513.00

FISCAL CONSIDERATION: The 2022 Budget allocated \$2,500,000 for the annual pavement maintenance and repair program.

2022 Budget Project Funding:	
Annual Pavement Maintenance & Repair Program - Street Operating, Objective 2	\$ 2,500,000.00
Total 2022 Budget:	\$2,500,000.00
Project Expenses:	
Professional Services Contract – Parametrix, Inc. / design contract [previously awarded]	(\$181,973.72)
Public Works Construction Contract – Miles Resources, LLC / construction contract	(\$2,373,006.00)
Materials Testing Services – Materials Testing & Consulting, Inc.	(\$18,390.00)
City Engineer Change Order Authority Amount *	(\$200,000.00)
Total budget overrun **:	(\$273,369.72)

Expenditure Required: \$2,773,369.72	Amount Budgeted: \$2,500,000.00	Appropriation Required: \$0
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*The change order authority provides for, if required, addressing any unforeseen additional Public Works Construction Contract work.

** The 2022 budget amount did not account for construction escalation costs due to unanticipated inflation and significant increases to fuel and asphalt prices. Sufficient funds exist in the ending fund balance for the Street Division Operation fund.

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: N/A

ATTACHMENTS:

1. Public Works Construction Contract with Miles Resources, LLC
2. Professional Services Contract for materials testing with Materials Testing and Consulting, Inc
3. Bid results

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

PUBLIC WORKS CONTRACT

2022 ANNUAL PAVEMENT MAINTENANCE AND REPAIR CSP-2102

THIS AGREEMENT, made and entered into, this ____ day of _____, 20____, by and between the City of Gig Harbor, a Non-Charter Code city in the State of Washington, hereinafter called the "City", and Miles Resources, LLC, organized under the laws of the State of Washington, located and doing business at, 400 Valley Ave. NE, Puyallup, WA 98372 hereinafter called the "Contractor."

WITNESSETH:

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

1. The Contractor shall do all of the work and furnish all of the labor, materials, tools, and equipment necessary for the construction of the 2022 Annual Pavement Maintenance and Repair all in accordance with the Technical Specifications, Conditions of the Construction Contract and Supplementary Conditions of the Contract, and shall perform any changes in the Work, all in full compliance with the Project Manual entitled "2022 Annual Pavement Maintenance and Repair, CSP-2102," which are by this reference incorporated herein and made a part hereof; and agrees to accept payment for the same in accordance with the said Project Manual, including the schedule of prices in the "Proposal," the sum Two Million Three Hundred Seventy Three Thousand Six Dollars and Zero Cents, (\$2,373,006.00), including state sales tax, subject to the provisions of the Project Manual.
 2. Work shall commence and contract time shall begin as stated in Section SC 1-08.5 of the Supplementary Conditions. All Contract Work shall be physically complete as stated in Section SC 1-08.5.
 3. The Contractor agrees to pay the City Liquidated Damages for each and every working day all Work remains uncompleted after expiration of the specified time, as stated in Section SC 1-08.9.
 4. The Contractor shall provide for and bear the expense of all labor, materials, tools and equipment of any sort whatsoever that may be required for the full performance of the Work provided for in this Contract upon the part of the Contractor.
 5. The term "Project Manual" shall mean and refer to the following: "Invitation to Bidders," "Bid Form," "Addenda" if any, "Specifications," "Plans," "Contract," "Performance Bond," "Payment Bond," "Notice to Proceed," "Change Orders" if any, and any documents referenced or incorporated into the Project Manual, including, but not limited to the Standard General Conditions, the Supplementary Conditions and the Technical Specifications.
 6. The City agrees to pay the Contractor for materials furnished and Work performed in the manner and at such times as set forth in the Project Manual.
-

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

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

CITY of GIG HARBOR:

CONTRACTOR:

Tracie Markley, Mayor
City of Gig Harbor
Date: _____

(Signature of Official)

(Print Name)

(Title)

(Email Address)
Date: _____

ATTEST:

City Clerk

APPROVED FOR FORM:

City Attorney

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

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

RECITALS

WHEREAS, the City is presently engaged in the 2022 Annual Pavement Maintenance and Repair project 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 B – 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 B** 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 Eighteen Thousand Three Hundred Ninety Dollars and Zero Cents (\$18,390.00) 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 B**, 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**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** 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 B** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit B** shall be completed by March 1, 2023; provided however, that additional time shall be granted by the City for excusable days or extra work. Further, the parties may extend the duration of this Agreement consistent with the terms of Section 17 below.

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

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

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

7. Indemnification.

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

B. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the

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

8. 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: Joe Prince
MTC, Inc.
777 Chrysler Drive
Burlington, WA 98233
360-755-1990

City of Gig Harbor
ATTN: Stephanie Seibel, P.E.
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-6170

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

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

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

CONSULTANT

By: _____
Its: _____

By: _____
Its: _____

CITY OF GIG HARBOR

By: _____
Tracie Markley, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



Date: **June 2, 2022**

Client Name: **City of Gig Harbor** Contact: **Marcos McGraw**

Address: **3510 Grandview St, Gig Harbor, WA 98335** Phone: **(253) 853-2647**

Email: **mmcgraw@gigharborwa.gov**

Engineer: **Parametrix** Based on Plans Dated: **5/12/22 BID SET**

Project: Name / **2022 Annual Pavement Maintenance & Repair - Multiple Locations, Gig Harbor, Washington**

Materials Testing & Consulting, Inc. (MTC) thanks you for the opportunity, and respectfully submits the following proposal to provide materials testing and special inspection services during construction of the above-referenced project. Combined with our past experience with projects of similar size and scope, we estimate the total cost of our services for this project to be:

Special & Construction Inspection					
Bill Code	Item / Description	Unit	Quantity	Rate	Total
IPDS	Base Bid - Subgrade Repair Compaction	Hour	48	\$ 75.00	\$ 3,600.00
IPDS	Schedule B - Subgrade Repair Compaction	Hour	4	\$ 75.00	\$ 300.00
IPDS	Schedule C - Subgrade Repair Compaction	Hour	8	\$ 75.00	\$ 600.00
IPDS	Schedule E - Subgrade Repair Compaction	Hour	4	\$ 75.00	\$ 300.00
IPDA	Base Bid - Asphalt Pavement Compaction	Hour	40	\$ 75.00	\$ 3,000.00
IPDA	Schedule B - Asphalt Pavement Compaction	Hour	8	\$ 75.00	\$ 600.00
IPDA	Schedule C - Asphalt Pavement Compaction	Hour	8	\$ 75.00	\$ 600.00
IPDA	Schedule D - Asphalt Pavement Compaction	Hour	4	\$ 75.00	\$ 300.00
IPDA	Schedule D - Asphalt Pavement Compaction	Hour	8	\$ 75.00	\$ 600.00
SAMPU	Sample Pickup if Required (Allowance)	Hour	16	\$ 75.00	\$ 1,200.00
RC	Curb & Sidewalk Samples, If Desired	Hour	10	\$ 78.00	\$ 780.00
Subtotal - Special & Construction Inspection:					\$ 11,880.00
Laboratory Testing					
Bill Code	Item / Description	Unit	Quantity	Rate	Total
PROC	Moisture Density Relationship/Proctor with Sieve	Each	3	\$ 300.00	\$ 900.00
SE	Sand Equivalent	Each	6	\$ 100.00	\$ 600.00
FRAC	Fracture Percentage	Each	6	\$ 70.00	\$ 420.00
UVC	Uncompacted Void Content	Each	4	\$ 150.00	\$ 600.00
EXT	Asphalt Extraction with Gradation	Each	8	\$ 285.00	\$ 2,280.00
RICE	Rice Density	Each	8	\$ 95.00	\$ 760.00
Subtotal - Laboratory Testing:					\$ 5,560.00
Project Management & Consulting Services					
Bill Code	Item / Description	Unit	Quantity	Rate	Total
PM - STR	Project Management	Hour	10	\$ 95.00	\$ 950.00
Subtotal - Project Management & Consulting Services:					\$ 950.00
Budget Estimate for Services - Total:					\$ 18,390.00

- Soils inspection and testing services are proposed to measure compliance with project documents, including drawings, specifications and the recommendation of the soils report. In the event that a test or tests fail to meet the soils report's recommendations or if project conditions differ from approved project documents, it shall be referred to the Geotechnical Engineer of Record for resolution.
- Prices are subject to change if this agreement is not executed within 90 days from the date of the bid.

CITY OF GIG HARBOR									
PROJECT NAME- 2102 2022 Annual Pavement Maintenance and Repair									
BID OPENING: 6/1/2022 2pm									
ADDENDA: N/A									
ITEM	DESCRIPTION	UNIT	BID QUANTITY	Engineer's Unit Price	Engineer's Totals	Tucci & Sons Unit Prices	Tucci & Sons Totals	Miles Res. Unit Prices	Miles Res. Totals
BASE BID -Briarwood, Point Fosdick, and 45th									
A1	Mobilization	LS	1	\$215,800.00	\$215,800.00	\$61,000.00	\$61,000.00	\$200,000.00	\$200,000.00
A2	Clearing and Grubbing	LS	1	\$2,000.00	\$2,000.00	\$6,250.00	\$6,250.00	\$14,400.00	\$14,400.00
A3	Removing Cement Conc. Sidewalk	SY	766	\$60.00	\$45,960.00	\$59.00	\$45,194.00	\$110.00	\$84,260.00
A4	Removing Cement Conc. Curb and Gutter	LF	1,260	\$25.00	\$31,500.00	\$36.00	\$45,360.00	\$20.00	\$25,200.00
A5	Removing Cement Conc. Pedestrian Curb	LF	340	\$10.00	\$3,400.00	\$54.00	\$18,360.00	\$12.00	\$4,080.00
A6	Removing Asphalt Conc. Pavement	SY	6,010	\$35.00	\$210,350.00	\$32.00	\$192,320.00	\$11.00	\$66,110.00
A7	Removing Asphalt Concrete Curb	LF	800	\$15.00	\$12,000.00	\$12.00	\$9,600.00	\$12.00	\$9,600.00
A8	Removing Traffic Curb	LF	840	\$10.00	\$8,400.00	\$16.00	\$13,440.00	\$12.00	\$10,080.00
A9	Minor Change	FA	1	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
A10	Crushed Surfacing Base Course	TON	3,030	\$50.00	\$151,500.00	\$119.00	\$360,570.00	\$37.00	\$112,110.00
A11	Crushed Surfacing Top Course	TON	11.2	\$50.00	\$560.00	\$260.00	\$2,912.00	\$250.00	\$2,800.00
A12	Emulsified Asphalt CRS-2P	TON	30	\$1,000.00	\$30,000.00	\$900.00	\$27,000.00	\$912.00	\$27,360.00
A13	Asphalt for Fog Seal CSS-1H	SY	8,400	\$1.50	\$12,600.00	\$0.54	\$4,536.00	\$0.55	\$4,620.00
A14	Furnishing and Placing Crushed 3/8 in x #4	SY	8,400	\$5.00	\$42,000.00	\$10.00	\$84,000.00	\$10.25	\$86,100.00
A15	Brooming	LS	1	\$8,000.00	\$8,000.00	\$14,250.00	\$14,250.00	\$14,400.00	\$14,400.00
A16	Planing Bituminous Pavement	SY	12,060	\$7.00	\$84,420.00	\$8.00	\$96,480.00	\$4.50	\$54,270.00
A17	HMA CL. 1/2 in PG 58H-22	TON	3,330	\$180.00	\$599,400.00	\$149.00	\$496,170.00	\$125.00	\$416,250.00
A18	HMA Sawcut and Seal	LF	3,780	\$15.00	\$56,700.00	\$2.00	\$7,560.00	\$10.00	\$37,800.00
A19	Asphalt Conc. Wedge Curb	LF	800	\$60.00	\$48,000.00	\$3.00	\$2,400.00	\$10.00	\$8,000.00
A20	Inlet Protection	EA	47	\$115.00	\$5,405.00	\$105.00	\$4,935.00	\$115.00	\$5,405.00
A21	Erosion Control and Pollution Prevention	LS	1	\$15,000.00	\$15,000.00	\$5,500.00	\$5,500.00	\$1,200.00	\$1,200.00
A22	Seeding, Fertilizing and Mulching	ACRE	0.1	\$8,000.00	\$800.00	\$60,000.00	\$6,000.00	\$35,000.00	\$3,500.00
A23	Roadside Restoration	FA	1	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00
A24	Irrigation Restoration	FA	1	\$10,500.00	\$10,500.00	\$10,500.00	\$10,500.00	\$10,500.00	\$10,500.00
A25	SPCC Plan	LS	1	\$2,000.00	\$2,000.00	\$300.00	\$300.00	\$1,200.00	\$1,200.00
A26	Cement Conc. Traffic Curb and Gutter	LF	1,270	\$40.00	\$50,800.00	\$45.00	\$57,150.00	\$46.00	\$58,420.00
A27	Cement Conc. Pedestrian Curb	LF	1,080	\$30.00	\$32,400.00	\$45.00	\$48,600.00	\$46.00	\$49,680.00
A28	Painted Line	LF	12,140	\$0.50	\$6,070.00	\$0.90	\$10,926.00	\$0.90	\$10,926.00
A29	Plastic Traffic Arrow	EA	13	\$400.00	\$5,200.00	\$240.00	\$3,120.00	\$240.00	\$3,120.00
A30	Precast Dual Faced Sloped Mountable Curb	LF	840	\$45.00	\$37,800.00	\$59.00	\$49,560.00	\$60.00	\$50,400.00
A31	Plastic Stop Line	LF	161	\$15.00	\$2,415.00	\$14.00	\$2,254.00	\$15.00	\$2,415.00
A32	Plastic Traffic Letter	EA	4	\$150.00	\$600.00	\$175.00	\$700.00	\$174.00	\$696.00
A33	Painted Drainage Marking	EA	14	\$45.00	\$630.00	\$40.00	\$560.00	\$40.00	\$560.00
A34	Project Temporary Traffic Control	LS	1	\$240,000.00	\$240,000.00	\$180,000.00	\$180,000.00	\$185,000.00	\$185,000.00
A35	Temporary Traffic Control Plans	LS	1	\$12,000.00	\$12,000.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00
A36	Traffic Signal System Modification, Complete	LS	1	\$79,000.00	\$79,000.00	\$150,000.00	\$150,000.00	\$189,000.00	\$189,000.00
A37	Adjust Catch Basin	EA	16	\$1,000.00	\$16,000.00	\$400.00	\$6,400.00	\$1,092.00	\$17,472.00
A38	Adjust Manhole	EA	15	\$800.00	\$12,000.00	\$2,000.00	\$30,000.00	\$1,290.00	\$19,350.00
A39	Adjust Valve Box	EA	16	\$600.00	\$9,600.00	\$1,700.00	\$27,200.00	\$942.00	\$15,072.00
A40	Roadway Surveying	LS	1	\$23,000.00	\$23,000.00	\$1,900.00	\$1,900.00	\$15,000.00	\$15,000.00
A41	Licensed Surveying	FA	1	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
A42	ADA Features Surveying	LS	1	\$27,000.00	\$27,000.00	\$32,000.00	\$32,000.00	\$20,000.00	\$20,000.00
A43	Adjust Junction Box	EA	15	\$450.00	\$6,750.00	\$2,400.00	\$36,000.00	\$1,290.00	\$19,350.00
A44	Adjust Monument Case and Cover	EA	6	\$1,300.00	\$7,800.00	\$2,700.00	\$16,200.00	\$900.00	\$5,400.00
A45	Cement Conc. Sidewalk	SY	219	\$90.00	\$19,710.00	\$100.00	\$21,900.00	\$102.00	\$22,338.00
A46	Cement Conc. Curb Ramp Type Parallel A	EA	12	\$3,500.00	\$42,000.00	\$3,000.00	\$36,000.00	\$3,000.00	\$36,000.00
A47	Cement Conc. Curb Ramp Type Parallel B	EA	5	\$3,500.00	\$17,500.00	\$3,000.00	\$15,000.00	\$3,000.00	\$15,000.00
A48	Cement Conc. Curb Ramp Type Single Direction A	EA	15	\$3,500.00	\$52,500.00	\$3,000.00	\$45,000.00	\$3,000.00	\$45,000.00
A49	Cement Conc. Curb Ramp Type Single Direction B	EA	1	\$3,500.00	\$3,500.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
A50	Cement Conc. Curb Ramp Combination	EA	1	\$3,500.00	\$3,500.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
A51	Asphalt Ramp Transition	EA	4	\$1,500.00	\$6,000.00	\$900.00	\$3,600.00	\$1,000.00	\$4,000.00
A52	Remove and Replace Manhole Frame and Cover	EA	5	\$500.00	\$2,500.00	\$2,600.00	\$13,000.00	\$1,290.00	\$6,450.00
A53	Record Drawings	LS	1	\$11,000.00	\$11,000.00	\$650.00	\$650.00	\$1,000.00	\$1,000.00

EXHIBIT 'A'

CITY OF GIG HARBOR									
PROJECT NAME- 2102 2022 Annual Pavement Maintenance and Repair									
BID OPENING: 6/1/2022 2pm									
ADDENDA: N/A									
ITEM	DESCRIPTION	UNIT	BID QUANTITY	Engineer's Unit Price	Engineer's Totals	Tucci & Sons Unit Prices	Tucci & Sons Totals	Miles Res. Unit Prices	Miles Res. Totals
A54	Maintenance Bond	LS	1	\$1,200.00	\$1,200.00	\$3,000.00	\$3,000.00	\$16,175.00	\$16,175.00
	SUBTOTAL				\$2,374,270.00		\$2,362,357.00		\$2,063,569.00
	STATE SALES TAX (Rule 171)	N/A							
	TOTAL				\$2,374,270.00		\$2,362,357.00		\$2,063,569.00
ITEM	DESCRIPTION	UNIT	BID QUANTITY	Engineer's Unit Price	Engineer's Totals	Tucci & Sons Unit Prices	Tucci & Sons Totals	Miles Unit Prices	Miles Totals
ADDITIVE BID- Wollochet									
B1	Mobilization	LS	1	\$17,100.00	\$17,100.00	\$5,000.00	\$5,000.00	\$21,000.00	\$21,000.00
B2	Removing Asphalt Conc. Pavement	SY	275	\$35.00	\$9,625.00	\$105.00	\$28,875.00	\$15.00	\$4,125.00
B3	Removing Asphalt Conc. Curb	LF	120	\$15.00	\$1,800.00	\$6.00	\$720.00	\$12.00	\$1,440.00
B4	Crushed Surfacing Base Course	TON	226	\$50.00	\$11,300.00	\$150.00	\$33,900.00	\$37.00	\$8,362.00
B5	Planing Bituminous Pavement	SY	2,251	\$7.00	\$15,757.00	\$11.00	\$24,761.00	\$5.50	\$12,380.50
B6	HMA CL 1/2in PG 58H-22	TON	375	\$180.00	\$67,500.00	\$182.00	\$68,250.00	\$125.00	\$46,875.00
B7	HMA Sawcut and Seal	LF	274	\$15.00	\$4,110.00	\$9.00	\$2,466.00	\$10.00	\$2,740.00
B8	Asphalt Conc Wedge Curb	LF	120	\$60.00	\$7,200.00	\$10.00	\$1,200.00	\$10.00	\$1,200.00
B9	Inlet Protection	EA	6	\$115.00	\$690.00	\$128.00	\$768.00	\$115.00	\$690.00
B10	Erosion Control and Pollution Prevention	LS	1	\$4,000.00	\$4,000.00	\$5,200.00	\$5,200.00	\$1,200.00	\$1,200.00
B11	Painted Line	LF	1,795	\$0.50	\$897.50	\$0.90	\$1,615.50	\$0.90	\$1,615.50
B12	Plastic Traffic Arrow	EA	4	\$400.00	\$1,600.00	\$240.00	\$960.00	\$240.00	\$960.00
B13	Painted Drainage Marking	EA	3	\$45.00	\$135.00	\$40.00	\$120.00	\$40.00	\$120.00
B14	Project Temporary Control Plans	LS	1	\$25,000.00	\$25,000.00	\$47,000.00	\$47,000.00	\$13,000.00	\$13,000.00
B15	Temporary Traffic Control Plans	LS	1	\$2,000.00	\$2,000.00	\$750.00	\$750.00	\$1,000.00	\$1,000.00
B16	Adjust Catch Basin	EA	3	\$1,000.00	\$3,000.00	\$1,350.00	\$4,050.00	\$1,092.00	\$3,276.00
B17	Adjust Valve Box	EA	6	\$600.00	\$3,600.00	\$1,750.00	\$10,500.00	\$942.00	\$5,652.00
B18	Roadway Surveying	LS	1	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00	\$2,150.00	\$2,150.00
B19	Licensed Surveying	FA	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
B20	Record Drawings	LS	1	\$2,000.00	\$2,000.00	\$600.00	\$600.00	\$1,000.00	\$1,000.00
	SUBTOTAL				\$187,314.50		\$244,735.50		\$133,786.00
	STATE SALES TAX (Rule 171)	N/A							
	TOTAL				\$187,314.50		\$244,735.50		\$133,786.00
ITEM	DESCRIPTION	UNIT	BID QUANTITY	Engineer's Unit Price	Engineer's Totals	Tucci & Sons Unit Prices	Tucci & Sons Totals	Miles Res. Unit Prices	Miles Res. Totals
Additive Bid- Hollycroft									
C1	Mobilization	LS	1	\$14,600.00	\$14,600.00	\$5,000.00	\$5,000.00	\$23,500.00	\$23,500.00
C2	Removing Asphalt Conc. Pavement	SY	470	\$35.00	\$16,450.00	\$67.00	\$31,490.00	\$15.00	\$7,050.00
C3	Crushed Surfacing Base Course	TON	290	\$50.00	\$14,500.00	\$163.00	\$47,270.00	\$37.00	\$10,730.00
C4	Planing Bituminous Pavement	SY	1,600	\$7.00	\$11,200.00	\$9.00	\$14,400.00	\$5.50	\$8,800.00
C5	HMA CL 1/2 im PG 58H-22	TON	290	\$180.00	\$52,200.00	\$214.00	\$62,060.00	\$125.00	\$36,250.00
C6	HMA Sawcut and Seal	LF	350	\$15.00	\$5,250.00	\$7.00	\$2,450.00	\$10.00	\$3,500.00
C7	Inlet Protection	EA	4	\$115.00	\$460.00	\$105.00	\$420.00	\$115.00	\$460.00
C8	Erosion Control and Pollution Prevention	LS	1	\$1,000.00	\$1,000.00	\$5,300.00	\$5,300.00	\$1,200.00	\$1,200.00
C9	Painted Line	LF	1,690	\$0.50	\$845.00	\$0.90	\$1,521.00	\$0.90	\$1,521.00
C10	Painted Drainage Marking	EA	2	\$45.00	\$90.00	\$40.00	\$80.00	\$40.00	\$80.00
C11	Project Temporary Traffic Control	LS	1	\$25,000.00	\$25,000.00	\$34,000.00	\$34,000.00	\$18,000.00	\$18,000.00
C12	Temporary Traffic Control Plans	LS	1	\$2,000.00	\$2,000.00	\$750.00	\$750.00	\$1,000.00	\$1,000.00
C13	Adjust Manhole	EA	2	\$800.00	\$1,600.00	\$2,200.00	\$4,400.00	\$1,290.00	\$2,580.00
C14	Roadway Surfacing	LS	1	\$4,000.00	\$4,000.00	\$3,000.00	\$3,000.00	\$2,150.00	\$2,150.00
C15	Licensed Surveying	FA	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
C16	Adjust Monument Case and Cover	EA	2	\$1,300.00	\$2,600.00	\$2,100.00	\$4,200.00	\$900.00	\$1,800.00

CITY OF GIG HARBOR									
PROJECT NAME- 2102 2022 Annual Pavement Maintenance and Repair									
BID OPENING: 6/1/2022 2pm									
ADDENDA: N/A									
ITEM	DESCRIPTION	UNIT	BID QUANTITY	Engineer's Unit Price	Engineer's Totals	Tucci & Sons Unit Prices	Tucci & Sons Totals	Miles Res. Unit Prices	Miles Res. Totals
C17	Remove and Replace Manhole Frame and Cover	EA	2	\$500.00	\$1,000.00	\$2,000.00	\$4,000.00	\$1,290.00	\$2,580.00
C18	Record Drawings	LS	1	\$2,000.00	\$2,000.00	\$600.00	\$600.00	\$1,000.00	\$1,000.00
	SUBTOTAL				\$159,795.00		\$225,941.00		\$127,201.00
	STATE SALES TAX (Rule 171)	N/A							
	TOTAL				\$159,795.00		\$225,941.00		\$127,201.00
ITEM	DESCRIPTION	UNIT	BID QUANTITY	Engineer's Unit Price	Engineer's Totals	Tucci & Sons Unit Prices	Tucci & Sons Totals	Miles Res. Unit Prices	Miles Res. Totals
Additive Bid- Harborview									
D1	Mobilization	LS	1	\$2,600.00	\$2,600.00	\$4,000.00	\$4,000.00	\$21,000.00	\$21,000.00
D2	Planing Bituminous Pavement	SY	299	\$7.00	\$2,093.00	\$46.00	\$13,754.00	\$17.00	\$5,083.00
D3	HMA CL 1/2 in PG 58H-22	TON	34	\$180.00	\$6,120.00	\$400.00	\$13,600.00	\$125.00	\$4,250.00
D4	Inlet Protection	EA	5	\$115.00	\$575.00	\$105.00	\$525.00	\$115.00	\$575.00
D5	Erosion Control and Pollution Prevention	LS	1	\$1,000.00	\$1,000.00	\$5,300.00	\$5,300.00	\$1,200.00	\$1,200.00
D6	Painted Line	LF	330	\$0.50	\$165.00	\$0.90	\$297.00	\$0.90	\$297.00
D7	Project Temporary Traffic Control	LS	1	\$10,000.00	\$10,000.00	\$14,000.00	\$14,000.00	\$18,000.00	\$18,000.00
D8	Temporary Traffic Control Plans	LS	1	\$1,000.00	\$1,000.00	\$750.00	\$750.00	\$1,000.00	\$1,000.00
D9	Adjust Manhole	EA	1	\$800.00	\$800.00	\$5,250.00	\$5,250.00	\$1,290.00	\$1,290.00
D10	Adjust Valve Box	EA	1	\$600.00	\$600.00	\$5,250.00	\$5,250.00	\$942.00	\$942.00
D11	Roadway Surfacing	LS	1	\$1,500.00	\$1,500.00	\$3,000.00	\$3,000.00	\$700.00	\$700.00
D12	Remove and Replace Manhole Frame and Cover	EA	1	\$500.00	\$500.00	\$10,000.00	\$10,000.00	\$1,290.00	\$1,290.00
D13	Record Drawings	LS	1	\$1,000.00	\$1,000.00	\$650.00	\$650.00	\$1,000.00	\$1,000.00
	SUBTOTAL				\$27,953.00		\$76,376.00		\$56,627.00
	STATE SALES TAX (Rule 171)	N/A							
	TOTAL				\$27,953.00		\$76,376.00		\$56,627.00
ITEM	DESCRIPTION	UNIT	BID QUANTITY	Engineer's Unit Price	Engineer's Totals	Tucci & Sons Unit Prices	Tucci & Sons Totals	Miles Res. Unit Prices	Miles Res. Totals
Additive Bid- WOODHILL									
E1	Mobilization	LS	1	\$15,800.00	\$15,800.00	\$5,000.00	\$5,000.00	\$17,000.00	\$17,000.00
E2	Removing Asphalt Conc. Pavement	SY	800	\$35.00	\$28,000.00	\$40.00	\$32,000.00	\$15.00	\$12,000.00
E3	Crushed Surfacing Base Course	TON	490	\$50.00	\$24,500.00	\$144.00	\$70,560.00	\$37.00	\$18,130.00
E4	HMA CL 1/2/ in PG 58H-22	TON	190	\$180.00	\$34,200.00	\$170.00	\$32,300.00	\$125.00	\$23,750.00
E5	HMA Sawcut and Seal	LF	750	\$15.00	\$11,250.00	\$4.00	\$3,000.00	\$10.00	\$7,500.00
E6	Erosion Control and Pollution Prevention	LS	1	\$10,000.00	\$10,000.00	\$5,300.00	\$5,300.00	\$1,200.00	\$1,200.00
E7	Painted Line	LF	710	\$0.50	\$355.00	\$0.90	\$639.00	\$0.90	\$639.00
E8	Painted Drainage Marking	EA	6	\$45.00	\$270.00	\$40.00	\$240.00	\$40.00	\$240.00
E9	Project Temporary Traffic Control	LS	1	\$25,000.00	\$25,000.00	\$28,000.00	\$28,000.00	\$18,000.00	\$18,000.00
E10	Temporary Traffic Control Plans	LS	1	\$3,500.00	\$3,500.00	\$750.00	\$750.00	\$1,000.00	\$1,000.00
E11	Roadway Surveying	LS	1	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$2,150.00	\$2,150.00
E12	Ditch Clean-Out	LS	1	\$10,000.00	\$10,000.00	\$5,400.00	\$5,400.00	\$10,000.00	\$10,000.00
E13	Shoulder Scraping	LS	1	\$5,000.00	\$5,000.00	\$12,000.00	\$12,000.00	\$13,000.00	\$13,000.00
E14	Record Drawings	LS	1	\$2,500.00	\$2,500.00	\$650.00	\$650.00	\$1,000.00	\$1,000.00
	SUBTOTAL				\$173,375.00		\$198,839.00		\$125,609.00
	STATE SALES TAX (Rule 171)	N/A							
	TOTAL				\$173,375.00		\$198,839.00		\$125,609.00

EXHIBIT 'A'

CITY OF GIG HARBOR									
PROJECT NAME- 2102 2022 Annual Pavement Maintenance and Repair									
BID OPENING: 6/1/2022 2pm									
ADDENDA: N/A									
ITEM	DESCRIPTION	UNIT	BID QUANTITY	Engineer's Unit Price	Engineer's Totals	Tucci & Sons Unit Prices	Tucci & Sons Totals	Miles Res. Unit Prices	Miles Res. Totals
TOTAL BID (BASE BID AND ADDITIVE BIDS)					\$2,922,707.50	TOTAL	\$3,108,248.50	TOTAL	\$2,506,792.00

Issued for Publication: 
Date: 6/1/22



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

Meeting Date: June 27, 2022

SUBJECT: Professional Services Contract Amendment #2 – Burnham Drive Improvement Phase 1a.

SUBMITTED BY: Marcos McGraw, Project Engineer

DEPARTMENT: Public Works / Engineering Division

PHONE: 253-853-2647

SUGGESTED MOTION: Authorize the Mayor to execute Amendment #2 to the Professional Services Contract with David Evans & Associates, Inc. for preparation of mitigation documents in an amount not to exceed \$89,981.86.

BACKGROUND INFORMATION: City council approved a professional services contract with David Evans & Associates (DEA) to provide preliminary engineering services for improvements to the east side of Harborview Drive and Burnham Drive. These services consisted of investigation, studies, and exhibits for three roadway cross-section alternatives for improvements along one side of the street. City council, during the regular meeting on November 9, 2020, selected the preferred alternative as number 3 "combined-use path" with replacement of the failed culvert near 96th Street.

Amendment #2 to the professional services contract that directed DEA to proceed with design and permitting that are required to prepare plans, specifications, and estimates to advertise the work.

This amendment to the professional services contract directs DEA to prepare documents requested by the US Army Corps of Engineers describing mitigation measures due to project impacts to adjacent wetlands. This work to develop a mitigation plan would be required regardless of where the mitigation was to occur, but the extent of the required effort was unknown until now.

City Staff presented to City Council during the study session held on May 12, 2022, the mitigation options. During that meeting council members directed City Staff to use the portion of parcel 0221064046 that is located west of the Cushman Trail as mitigation.

FISCAL CONSIDERATION: The project is included in the 2022 Budget, under the Street Division Capital Fund as objective 3 "Burnham Drive ½-width Roadway Improvements Phase 1 A – Design, Permitting, and Construction" and under the Storm Water Division Capital Fund as objective 4 "Burnham Dr. Culvert Replacement at 96th Street". A budget summary is shown in the table below:

2022 Budget Project Funding:	
Burnham Dr. ½-width Roadway Improvements Phase 1A - Street Capital, Obj. 3	\$ 2,200,000.00
Burnham Dr. Culvert Replacement at 96 th Street – Storm Water Division, Obj. 4	\$ 2,680,000.00
Total 2022 Budget:	\$4,880,000.00

Project Expenses:	
<i>Professional Services Contract – David Evans & Associates, Inc. / design contract [previously awarded]</i>	<i>(\$266,039.42)</i>
Professional Services Contract – David Evans & Associates, Inc. / Am. #2	(\$89,981.86)
<i>(Estimated future construction costs)</i>	<i>(\$3,795,319)</i>
<i>(Estimated future construction management support & material testing)</i>	<i>(\$614,297)</i>
<i>(Estimated future change order authority for City Engineer)</i>	<i>(\$200,000)</i>
Total budget remaining:	(\$85,637.28)

Expenditure Required: \$89,981.86	Amount Budgeted: \$4,880,000.00	Appropriation Required: \$0.00
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BOARD/COMMISSION/COMMITTEE RECOMMENDATION:

ATTACHMENTS: Second Amendment to the Professional Services Contract with David Evans and Associates

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

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

THIS SECOND AMENDMENT is made to that certain Professional Services Contract dated April 16, 2020 (the "Agreement"), by and between the City of Gig Harbor, a Washington municipal corporation (hereafter the "City"), and David Evans and Associates, a Corporation organized under the laws of the State of Washington (hereafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in completing the Burnham Drive Improvements Phase 1A Project and desires to extend consultation services in connection with the project; and

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

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

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

2. Payment. Section 2(A) of the Agreement is amended to increase compensation to the Consultant for the work to be performed as described in **Exhibit A** in an amount not to exceed eighty-nine thousand, nine hundred eighty-one and eighty-six cents (\$89,981.86), as shown in **Exhibit B**, attached to this Amendment and incorporated herein.

3. Duration of Work. Section 3 of the Agreement is amended to extend the duration of this Agreement to March 1, 2023.

[Remainder of page intentionally left blank.]

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

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

CONSULTANT

CITY OF GIG HARBOR

DocuSigned by:
By: Bryon Agan
87AF33AFDAB144E...
Its Principal

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Daniel Kenny
DDAD3265F1F2426...
City Attorney

ADDITIONAL DESIGN EFFORT(BRIDGE) FEE ESTIMATES																		
City of Gig Harbor																		
Burnham Drive & Harborview Drive Improvements																		
CSP2003-Design Services																		
David Evans and Associates, Inc.																		
Work Element #	Work Element	2	4	5	8	9	10	11	12	13	14	15	17	18	22	23	DEA	DEA
		Project Manager (PJMR)	Engineer IV	Designer I	Landscape Architect	Landscape Designer	Survey Manager	Field Survey Manager	Survey Party Chief	Survey Technician V	Survey Technician III/IV (SVT3/4)	Survey Tech II/III	Sr. Biologist	Environmental Planner	Account Manager	Admin/Project Coordinator		
	negotiated rates:	\$247.63	\$170.67	\$115.36	\$192.26	\$132.28	\$273.78	\$166.11	\$149.20	\$142.74	\$112.28	\$92.29	\$143.04	\$183.03	\$139.97	\$107.24		Dollars
		Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total
		hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs
																	separate esc.	
Work Element 9A Total																		
1A	PROJECT MANAGEMENT AND QUALITY CONTROL - CULVERT																	
1A.5	Proejct Management/Team Coordination	8													4	4	16.0	2,969.89
Work Element 9.B Total		8.0													4.0	4.0	16.0	2,969.89
1B	PROJECT MANAGEMENT AND QUALITY CONTROL - ROADWAY																	
1B.5	Proejct Management/Team Coordination	8													4	4	16.0	2,969.89
Work Element 10A Total		8.0													4.0	4.0	16.0	2,969.89
2A	SURVEY A - CULVERT																	
2A.4	Survey Temporary Construction Easements Parcel Maps/Legal	3	4	10			2	27		27						2	75.0	11,680.15
2A.5	Survey Offsite Mitigation Site	1					1	4	11			11				1	29.0	3,949.41
2A.6	Parcel Map and Legal Description (Mitigation site)	1					2	4		8	8					1	24.0	3,607.03
Work Element 11A Total		5	4	10			5	35	11	35	8	11				4	128.0	19,236.59
2B	SURVEY A - ROADWAY																	
2B.4	Survey Temporary Construction Easements Parcel Maps/Legal	3	4	10			2	27		27						2	75.0	11,680.15
2B.5	Survey Offsite Mitigation Site	1					1	4	11		11					1	29.0	4,169.36
2B.6	Parcel Map and Legal Description (Mitigation site)	1					2	4		8	8					1	24.0	3,607.03
Work Element 12A Total		5	4	10			5	35	11	35	19					4	128.0	19,456.53
5.0	ENVIRONMENTAL DOCUMENTATION CULVERT																	
5.19	Mitigation Site Wetland Delineation and report	3											40	20		8	71.0	10,983.20
5.20	Wetland Mitigation Site Plans	3			32	76								8			119.0	18,412.60
Work Element 13A Total		6			32	76							40	28		8	190.0	29,395.80
	HWA GEOSCIENCES																	
	EXPENSES																	
	SALARY ESCALATION																	
PROJECT WORK ELEMENTS TOTALS		32	8	20	32	76	15	105	33	105	46	11	40	28	8	24	583.0	89,981.86

TASK 1 Project Management

For this project task, DEA will:

DEA will provide additional Project Management Services to oversee Survey and development of wetland mitigation site.

TASK 2 Survey

- Temporary Construction Easements:
 - o Prepare legal descriptions and exhibit maps for temporary construction easements needed for roadway and creek improvements.
 - o Property Tracking Matrix
 - Develop a Matrix to Track Parcels with TCE's along any property owner commitments
 - o Draft TCE Parcel Maps and Legal Descriptions (5 roadway and 4 Creek)
 - Design Coordination with Survey to determine extents of TCE's
 - o Final TCE Parcel Maps and Legal Descriptions (5 roadway and 4 Creek)
 - Design Coordination with Survey to update TCE limits based upon City comments or property owner feedback
- Survey of Offsite Mitigation Site. Pierce County Tax Parcel No. 0221064046:
 - o Complete a boundary survey of the parcel.
 - o Survey the wetland flags on the west side of the Cushman trail.
- Parcel Map and Legal Descriptions of Off-site Mitigation Site:
 - o Prepare map showing the parcel and wetland boundaries.
 - o Prepare legal description and exhibit map for the wetland mitigation site.
- City will provide last deed of record for all TCE parcels.
- City will provide title report for Mitigation Tax Parcel No. 0221064046

TASK 5 Environmental

For this task, DEA will provide 1) a delineation of wetlands and streams on the subject parcel west of the Cushman Trail; 2) develop conceptual and final mitigation site plans for the proposed property; and 3) conduct coordination with permitting agencies (Corps of Engineers and WA Dept. of Ecology).

DEA has conducted a reconnaissance of wetlands on the subject property, but a formal delineation will be required by the regulatory agencies. Two DEA wetland biologists will do a site visit and flag wetlands as well as any defined stream channels. DEA survey crew will locate wetland and stream flags and create a digital basemap. DEA will prepare a technical memorandum documenting results of the delineation that will be an addendum memo to the existing project Critical Areas Report.

DEA will develop conceptual mitigation plan for the project site to provide to the Corps of Engineers to allow the processing of the JARPA to proceed. Conceptual mitigation plan will include up to three plan

sheets that provide a plan view of the proposed mitigation site, typical planting details, proposed plant quantities and sizing, and planting notes.

Following completion of the conceptual mitigation plan, and during the Corps ongoing JARPA review, DEA will prepare final mitigation plans appropriate for construction. Final mitigation plans will consist of up to 5 plan sheets and may include a grading plan. Topography for the mitigation plans will be based on LIDAR. No site specific topographic survey will be conducted.



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

Meeting Date: June 27, 2022

SUBJECT: City Administrator Employment Agreement

SUBMITTED BY: Mayor Tracie Markley

DEPARTMENT: Administration

PHONE: 853-7611

SUGGESTED MOTION: Move to authorize the Mayor to execute the employment agreement with Katrina Knutson to be the City Administrator of the City of Gig Harbor.

BACKGROUND INFORMATION: Community Development Director Katrina Knutson has been serving as Interim City Administrator since the unexpected resignation of former City Administrator Linda Kelly on May 15, 2022.

In her interim role as City Administrator, Ms. Knutson has exceeded expectations and has gained an even deeper level of trust with our staff and the community. At the June 13 City Council meeting, Council expressed unanimous support for the permanent appointment of Ms. Knutson as City Administrator.

FISCAL CONSIDERATION: None.

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: None.

ATTACHMENTS: City Administrator Employment Agreement

STRATEGIC PLAN PRIORITY: Foster a healthy City organization

CITY ADMINISTRATOR EMPLOYMENT AGREEMENT

This City Administrator Employment Agreement (hereinafter “Agreement”) is made and entered into by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter “City”) and Katrina Knutson (hereinafter “Employee”) on this 5th day of July, 2022.

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

1. Duties and Responsibilities

- 1.1 Title. Effective July 5, 2022, the City will employ Employee as its City Administrator. Employee hereby accepts such employment upon the terms and conditions set forth in this Agreement.
- 1.2 Duties. Employee shall have and agrees to perform in good faith and to the best of their ability, the duties and responsibilities of City Administrator. In accordance with Gig Harbor Municipal Code section 2.10.020, Employee shall assist the Mayor in the performance of the Mayor’s administrative responsibilities; implement the policies set forth by the Mayor and City Council as directed by them; report to the Mayor and City Council concerning the affairs of the City; and perform such other duties as may be assigned from time to time by the Mayor.
- 1.3 Devotion of Time and Effort. Employee shall devote their full time, energies, interests, and abilities to the performance of the duties and responsibilities of the City Administrator and shall not engage in activities that conflict with or interfere with the performance of this Agreement.
- 1.4 Work Schedule. The typical minimum work week shall be approximately 40 hours, plus any additional work time reasonably required to discharge the duties and responsibilities of the office of City Administrator. It is understood that the position of City Administrator requires attendance at evening meetings and occasionally at weekend meetings without additional compensation, provided that Employee may absent themselves from the office to a reasonable extent in consideration of extraordinary time expenditures for evening and weekend meetings.

2. At-Will Employment

Employee shall be employed for an indefinite term commencing July 5, 2022. Employee’s employment with the City is “at-will” and may therefore be terminated at any time by the City or Employee with or without Cause (as defined below), subject to Section 6 of this Agreement.

3. Compensation

- 3.1 Base Annual Salary. As compensation to Employee for services rendered to the City as its City Administrator, as of the agreement date, Employee shall be paid a

base annual salary of One Hundred Seventy-five Thousand and Eight Hundred Eighty-four Dollars (\$175,884), payable in accordance with the City's regular payroll periods and procedures and subject to all withholdings and deductions required by law. The position of City Administrator is exempt from overtime under state and federal law and Employee therefore shall not be eligible for overtime pay or compensatory time. The City may modify Employee's salary in the future based on its evaluation of Employee's performance and/or other considerations deemed relevant by the City.

3.2 Retirement.

- a. The City does not participate in Social Security. The City will continue to make payments into a retirement savings account on Employee's behalf in lieu of Social Security on the same terms as such payments are made for other management-level non-represented City employees.
- b. Employee is currently enrolled in the Washington State Public Employees' Retirement System (PERS) program. The City and Employee will continue to make contributions at the rates as prescribed by law for the plan in which the Employee is currently enrolled.

3.3 Living in the Gig Harbor Area. Employee shall continue to live in the Gig Harbor Urban Growth Area (UGA) as it is defined as of the date of this agreement, notwithstanding the foregoing, in no case shall Employee live outside of the zip code boundaries of 98332, 98333, and 98335.

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

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

4. Benefits

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

- 4.2 Vacation. Employee will maintain their current vacation balance. As of July 5, 2022, Employee shall accrue vacation sixteen (16) hours per month, with future adjustments made according to the same terms as other management-level, non-represented City employees. Additionally, the Employee may carryover a maximum of three hundred and sixty (360) vacation hours at the end of each year.
- 4.3 Sick Leave. Employee will maintain their current sick leave balance. As of July 5, 2022, Employee will be provided an additional one-time deposit of eighty (80) hours of sick leave. Accrual of sick leave will continue on the same terms as other management-level, non-represented City employees.
- 4.4 Holidays and Other Paid/Unpaid Leave. Employee shall receive holiday leave and other paid/unpaid leave benefits as the City may provide from time-to-time on the same terms as other management-level, non-represented City employees.
- 4.5 Other City Benefits and Policies. Employee will receive other benefits provided by, and be subject to any obligations included in, applicable City policies as may from time-to-time be adopted or amended by the City; provided that no such policy will be applicable to the extent that it conflicts with a term of this Agreement.

5. Performance Standards and Evaluation

Employee will be evaluated on their job performance and ability to meet established goals and objectives after six (6) months of employment and annually thereafter or when otherwise deemed appropriate by the Mayor. After six (6) months of employment and subject to a satisfactory performance review, the annual salary shall be increased by five percent (5%) of then-current base salary.

6. Termination

- 6.1 Termination Without Cause. The City may terminate this Agreement without Cause at any time by providing written notice to Employee. In the event the City terminates the Agreement without Cause, the City will pay Employee: (1) their base salary earned through their final day of employment; and (2) the value of their accrued but unused vacation. In the event the City terminates this Agreement without Cause after Employee's first six (6) months of employment, the City will also pay Employee severance pay, provided that severance pay is conditioned on Employee signing and not revoking a separation agreement and release of claims in a form and substance acceptable to the City. Severance will be provided in one lump sum, less applicable taxes and deductions, for a total of six (6) months at the Employee's current rate of pay according to the City's ordinary payroll schedule.

- 6.2 Termination for Cause. The City may terminate this Agreement and Employee's employment at any time for Cause by providing written notice to Employee. "Cause" is defined to include Employee's: (i) act of dishonesty related to their employment; (ii) commission of any willful or negligent act that results in financial or reputational harm to the City; (iii) failure to follow a lawful directive by the City; (iv) failure to perform their duties under this Agreement (provided that Employee has been given notice and an opportunity to cure an alleged failure to perform any duties that are not emergency-related); (v) commission of a felony or crime of moral turpitude; or (vi) willful violation of City policy or other willful misconduct. In the event of a termination for Cause, Employee shall be paid: (1) their base salary earned through the date of termination; and (2) the value of their accrued but unused vacation, but they shall not be entitled to receive any further compensation or benefits.
- 6.3 Resignation/Retirement. Employee may terminate this Agreement and Employee's employment by providing a minimum of forty-five (45) days' written notice to the Mayor of their intent to resign or retire. Failure to provide the minimum notice of a resignation or retirement will result in a reduction in Employee's vacation leave cash out by the number of days/hours that Employee would have been expected to work had adequate notice been provided, unless otherwise agreed upon by the City. In the event of their resignation or retirement, Employee shall be paid: (1) their base salary earned through their final day of employment; and (2) the value of their accrued but unused vacation, subject to adjustment for lack of advance notice, but they shall not be entitled to receive any further compensation or benefits.
- 6.4 Death; Disability. The City may terminate this Agreement and Employee's employment upon Employee's death or Disability by providing written notice to Employee. For purposes of this Agreement, "Disability" shall mean Employee's inability to perform the duties and responsibilities of City Administrator for six months within any consecutive 12-month period. In the event of a termination due to death or Disability, Employee or their estate shall be paid: (1) their base salary earned through their final day of employment; and (2) the value of their accrued but unused vacation.

7. Integration/Entire Agreement

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

8. Other Terms and Conditions

- 8.1 Any notice to the City under this Agreement shall be furnished in writing by Employee to the Mayor. Any notice to Employee under this Agreement shall be furnished in writing by the City. All such notices must be sent by first-class mail or delivered in person.
- 8.2 The Mayor and City Council may fix in writing any other terms and conditions of employment as they may determine from time to time relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, City ordinances, or any other law.
- 8.3 All provisions of City ordinances, regulations, rules and personnel policies as they now exist or hereafter may be amended, shall also apply to Employee as they would to other employees of the City, except as may be specifically agreed upon in this Agreement.
- 8.4 This Agreement shall be interpreted, construed, and applied according to the laws of the State of Washington.
- 8.5 All captions and section headings used in this Agreement are for convenient reference only and do not form a part of this Agreement.
- 8.6 No waiver of any breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of the Agreement.

9. Counterparts.

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

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

CITY OF GIG HARBOR

KATRINA KNUTSON

Mayor Tracie Markley

Katrina Knutson

Date _____

Date _____



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

PO Box 47600 • Olympia, WA 98504-7600 • 360-407-6000
711 for Washington Relay Service • Persons with a speech disability can call 877-833-6341

June 2, 2022

The Honorable Tracie Markley
Mayor of Gig Harbor
3510 Grandview St.
Gig Harbor, WA 98335



RE: 2021 Wastewater Treatment Plant Outstanding Performance Awards

Dear Mayor Markley:

Congratulations! The Gig Harbor Wastewater Treatment Plant is receiving the 2021 "Wastewater Treatment Plant Outstanding Performance" award. Of approximately 300 wastewater treatment plants statewide, yours is one of 124 that achieved top performance of its wastewater treatment plant operations in 2021.

Ecology evaluates specific domestic wastewater treatment plant information for compliance with its National Pollutant Discharge Elimination System (NPDES) permit. Your plant is one of the top performers for regularly meeting numeric effluent limits and permit criteria, for conducting monitoring, and for reporting data as required.

It takes diligent operators and a strong management team, working effectively together, to achieve this high level of performance. 2021 started as the rainiest year on record, followed by extreme snowfall. It continued with a record setting heat wave, tornado warnings, and ended with flooding and more snowfall. Turning wastewater into water clean enough to discharge to waterways takes efficient process control, skill, teamwork, and good judgement. Ecology appreciates the extraordinary level of effort your plant operators demonstrated throughout 2021.

This is the fifth consecutive year the Gig Harbor Wastewater Treatment Plant received this award. Talented and proficient operators are critical to successful plant operations and protecting the health of Washington's waters. Your excellent record is a credit to the dedicated operators who are responsible for running the award-winning Gig Harbor Wastewater Treatment Plant.



The Honorable Tracie Markley

June 2, 2022

Page 2

We will announce the full list of 2021 award recipients, including the Gig Harbor Wastewater Treatment Plant, in the coming weeks.

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Vincent McGowan".

Vincent McGowan, P.E.

Water Quality Program Manager



WORK PLAN UPDATE

CITY OF GIG HARBOR COUNCIL MEETING

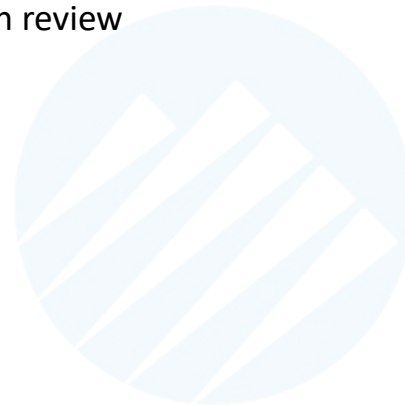
JUNE 27, 2022

OVERVIEW

- Work Plan Development
- Work Plan Principles
- Strategic Priorities & Strategies
- Deliverables & Target Dates
- Implementation Timeline
- Items of Consideration
- Next Steps

WORK PLAN DEVELOPMENT PROCESS

- December 2021
 - Executive Board directed Cedar River Group to begin working with an Executive Board sub-group and staff work group, made up of staff members from member governments, to develop an interim work plan
- January 2022
 - Cedar River Group shared an interim work plan format with Executive Board for review and feedback, and received approval to proceed
- February 2022
 - Cedar River Group met with the both staff work group and the Executive Board sub-group for interim work plan review and discussion
- April 2022
 - Cedar River Group met with the Executive Board sub-group for interim work plan review and feedback
- May 2022
 - Presentation to Executive Board on draft Strategic Priorities and Strategies
- June 2022
 - Presentation to Executive Board on draft deliverables and target dates



PRINCIPLES

1. Actions that benefit the diverse needs of member governments
2. Creation of opportunities for early, collaborative success
3. Leverage momentum from other efforts or new resources
4. Reflect SSHA³P's most important reasons for existence
5. Create tangible results for member governments
6. Acknowledge and amplifies the value of other existing resources and entities
7. Frames priorities to get critical work started

STRATEGIC PRIORITY 1

Develop and support policies and programs that prioritize and incentivize residential production



STRATEGIC PRIORITY 2

Refine understanding of
affordable housing
solutions and promising
practices



STRATEGIC PRIORITY 3

Assist member governments in achieving affordable and attainable production and preservation goals



STRATEGIC PRIORITY 4

**Ensure our community's
affordable, attainable,
and accessible housing
needs are represented**



4



STRATEGIC PRIORITY 5

Complete the
organizational aspects of
the SSHA³P
intergovernmental
operation



STRATEGIC PRIORITY 1

Develop and support policies and programs that prioritize and incentivize residential production.

1A) Identify 1-3 policy and program areas that have significant impact and/or potential for impact, and develop a toolkit for tracking and dissemination

1B) Explore potential collaborative project funding to increase affordable housing development

Activities/Actions		Responsible	Deliverable	Target Date
1A	Assess and catalog policies and programs currently in use by member governments and to the degree possible summarize usage/yield	SSHA ³ P Manager working w/ member staff work group	One summary assessment of current policy and program landscape, performance, and potential.	9/5/2022
1A	Review and create a compilation of potential policies and programs which SSHA ³ P members could potentially benefit from if enacted	SSHA ³ P Manager working w/ member staff work group		
1A	Executive Board review of policy and program assessment and provide direction to staff on 1-3 priority items for toolkit development.	Executive Board & SSHA ³ P Manager	Presentation and decision package for Executive Board	10/2/2022
1A	Determine best strategy to create an accessible toolkit and knowledge sharing strategy for member governments to support usage.	SSHA ³ P Manager working w/ member staff work group	One operational toolkit marketed to all member governments and usage dashboard.	11/1/2022
1A	Implement toolkit and socialize access and tracking of member government consideration and usage.	SSHA ³ P Manager working w/ member staff work group		
1B	Ascertain interest from member governments on willingness to partner with member governments on affordable housing development project(s).	SSHA ³ P Manager working w/ member staff work group	One summary report on partnership structure(s) acceptable for member governments to consider.	11/4/2022

STRATEGIC PRIORITY 2

Refine understanding of affordable housing solutions and promising practices

- 2A) Identify, package, and share essential data on market rate and affordable housing production
- 2B) Continued learning on the cost drivers and regulatory requirements of market rate and affordable housing development
- 2C) Ascertain and meet the continuing learning expectations and needs of decision makers to affect change

Activities/Actions		Responsible	Deliverable	Target Date
2A	Create GIS map* for completed affordable housing units for calendar years 2016 -2021 and for units projected to be completed 2022-2023. <i>*This mapping may include details on 12-year MFTE projects.</i>	SSHA ³ P Manager working w/ member staff work group	One operational GIS map on SSHA ³ P website for affordable housing unit inventory and production.	9/1/2022
2A	Create GIS map for completed residential units for calendar years 2016 – 2021.	SSHA ³ P Manager	One operational GIS map on SSHA ³ P website for housing unit production and affordable housing inventory.	9/1/2022
2B	Design presentation(s) in collaboration with market rate and affordable housing developers of a variety of housing types regarding the cost drivers and regulatory requirements of housing development.	SSHA ³ P Manager working w/ member staff work group	Deliver two high-quality, repeatable presentations on market rate and affordable housing development realities on multi-family and ownership unit production.	9/2/2022
2C	Assess the learning needs and goals of member governments and Executive Board members.	SSHA ³ P Manager, Executive Board members, and member staff work group	Summary of learning needs assessment, including prioritization, presentation topic schedule, evaluation process post-presentation	10/1/2022

STRATEGIC PRIORITY 3

Assist member governments in achieving affordable and attainable production and preservation goals.

3A) Identify funding mechanisms and the scope of member governments' historical utilization

3B) Design mechanism(s) to identify member governments' policy and/or program assistance needs and prioritize the fulfillment of those needs

Activities/Actions		Responsible	Deliverable	Target Date
3A	Review history of Washington State Housing Trust Fund (HTF) awards for Pierce County affordable housing projects.	SSHA ³ P Manager	One report on award history of HTF and LIHTC for Pierce County affordable housing projects.	9/2/2022
3A	Review history of 4% and 9% Low Income Housing Tax Credit (LIHTC) awards for Pierce County affordable housing projects.	SSHA ³ P Manager		
3B	Conduct monthly member staff work group meetings with meeting time allocated for information sharing and program/policy collaboration.	SSHA ³ P Manager working w/ member staff work group	Quarterly Report to Executive Board on member support activities	Ongoing Quarterly
3B	Survey of member governments on current and future program and policies needs and considerations.	SSHA ³ P Manager working w/ member staff work group		
3B	Provide reasonable support as requested by member governments	SSHA ³ P Manager working w/ member staff work group		
3B	Conduct regular member satisfaction surveys to gauge efficacy of member support work	SSHA ³ P Manager		

STRATEGIC PRIORITY 4

Ensure our community's affordable, attainable, and accessible housing needs are represented.

- 4A)** Identify local, regional, and statewide influence hubs that affect member governments' policies and resources, and map and ensure member government representation
- 4B)** Produce an annual set of state legislative priorities and determine collaborative paths for joint advocacy success

	Activities/Actions	Responsible	Deliverable	Target Date
4A	Conduct review of local, regional, and statewide formal and informal policy bodies that inform structure for land use, residential building code, and housing and affordable housing policy.	SSHA ³ P Manager working w/ member staff work group	Matrix of applicable policy bodies, SSHA ³ P member government participation, and opportunity for representation and participation.	10/1/2022
4A	Determine if SSHA ³ P member government interests are adequately represented.	SSHA ³ P Manager working w/ member staff work group		
4A	Identify opportunities for SSHA ³ P member governments to gain representation on applicable formal and informal policy bodies.	SSHA ³ P Manager working w/ member staff work group	Presentation on matrix and Executive Board feedback on representation opportunities on local, regional, and statewide policy bodies.	12/2/2022
4B	Survey of member governments and their housing and housing related legislative priorities	SSHA ³ P Manager, member staff work group, and Executive Board	Presentation of draft State Legislative Priorities and options for SSHA ³ P's legislative participation.	10/7/2022
4B	Meeting with SSHA ³ P Executive Board member and/or member government affairs designee to review legislative priorities and design role for SSHA ³ P to fill on housing advocacy.	SSHA ³ P Manager, member staff, and Executive Board	Presentation of State Legislative Priorities and plan for SSHA ³ P's legislative participation.	11/4/2022

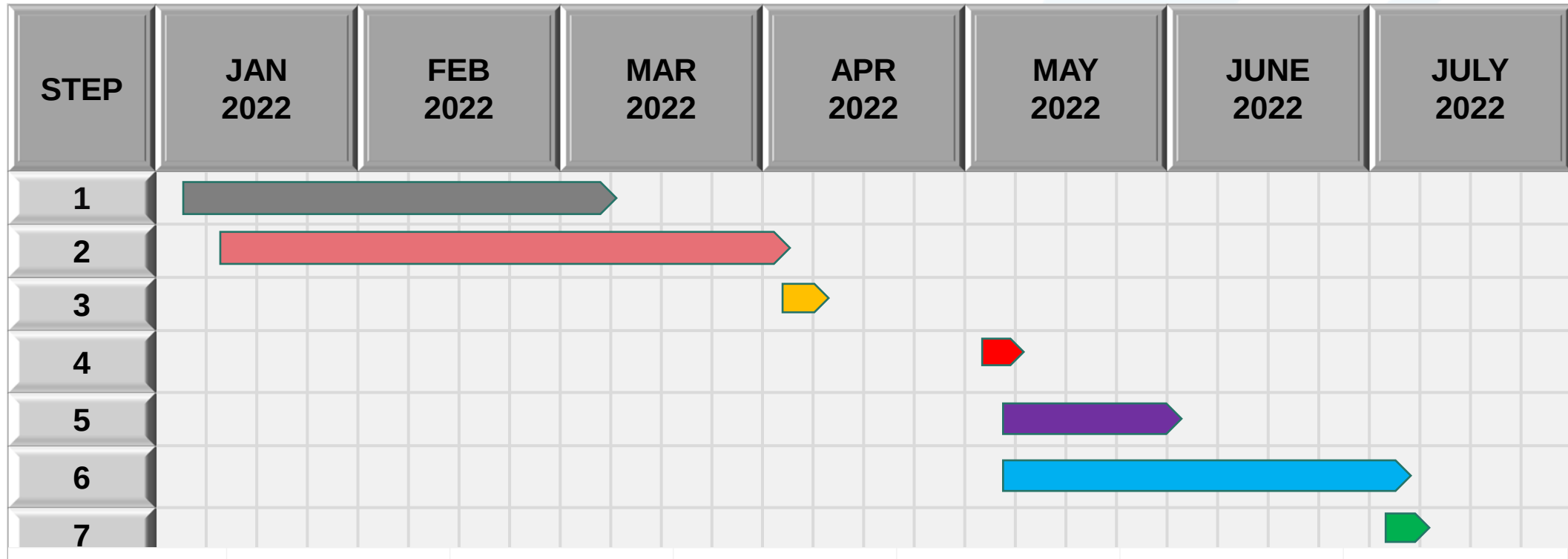
STRATEGIC PRIORITY 5

Complete the organizational aspects of the SSHA³P intergovernmental entity.

- 5A) Hire and support .5 FTE staff position
- 5B) Continuously review, consider, adopt, and implement policies and procedures for SSHA³P governance and operations
- 5C) Identify, orient, and deploy an Advisory Board to effect equitable community engagement

Activities/Actions		Responsible	Deliverable	Target Date
5A	Create full position description for 0.5 FTE	SSHA ³ P Manager	Staff hired	9/1/2022
5A	Recruitment, interview, and hiring for 0.5 FTE	SSHA ³ P Manager		
5B	Review best practices employed by other regional collaborations, specifically collaborations engaged in the housing and affordable housing space.	SSHA ³ P Manager working w/ member staff work group	Memorandum for Executive Board to review potential practice and process changes to Executive Board operations.	11/15/2022
5C	Create Advisory Board scope of work and board member role/responsibility description	SSHA ³ P Manager working w/ member staff work group	Advisory Board member application portal activated, and Advisory Board member recruitment started.	12/15/2022
5C	Create Advisory Board member recruitment plan	SSHA ³ P Manager working w/ member staff work group		
5C	Create Advisory Board member orientation plan	SSHA ³ P Manager		

2022 Work Plan Implementation Timeline



STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Staff Working Group and Executive Board Members Complete High-Level Survey	Staff Working Group and Executive Board Members Draft Strategies and Offer Prioritization	Executive Board Review and Direction on Strategies	Executive Board Review of and Feedback on Strategic Priorities and Strategies	SSHAP ³ Manager and Staff Work Group Build Out Deliverables and Target Dates	Socialize Strategic Priorities, Strategies, and Deliverables with Member Councils and Community Stakeholders	Executive Board Approval of 2022 Work Plan

ITEMS OF CONSIDERATION

- Staffing
- Opportunities
- In-progress items
- 2023 Work Plan

NEXT STEPS

- Member Council Presentations
- Community Stakeholder Presentations
- Member Staff Work Group Review and Feedback on Final Draft
- Executive Board Sub-Group Review and Feedback on Final Draft
- Implementation of Feedback for Final Draft
- 2022 Work Plan Presentation and Adoption by Executive Board | July 1, 2022



WORK PLAN UPDATE

CITY OF GIG HARBOR COUNCIL MEETING

JUNE 27, 2022



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

Meeting Date: June 27, 2022

SUBJECT: Ordinance 1488 Relating to Fireworks Sale and Discharge Regulations; Amending Chapter 8.20 of the Gig Harbor Municipal Code, Fireworks

SUBMITTED BY: Paul Rice - Building Official/ Fire Marshal

DEPARTMENT: Community Development

PHONE: 253.853.7632

SUGGESTED MOTION: Move to approve Ordinance 1488

BACKGROUND INFORMATION: During the Council's October 25, 2021 Finance & Safety Committee meeting staff was directed to research the feasibility, process & procedures required to amend GHMC 8.20, Fireworks, to allow the City Fire Marshal to declare an emergency ban on fireworks discharge depending on climate conditions. These findings were brought to the Council's March 31, 2022 Study Session where further direction was given to contact the City Attorney regarding any legal considerations of this proposal.

The proposal was discussed at the Council's May 26, 2022 Study Session where staff was given direction to draft an ordinance which would ban the sale and discharge of fireworks within the city limits of Gig Harbor and bring this ordinance to full council for consideration.

Ordinance 1488 was presented at the June 13, 2022 City Council Meeting for first reading. The Council received public testimony, deliberated and the Ordinance is now before the Council for second reading and consideration.

FISCAL CONSIDERATION: None

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: None

ATTACHMENTS: Ordinance 1488

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

ORDINANCE 1488

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO FIREWORKS SALE AND DISCHARGE REGULATIONS; AMENDING CHAPTER 8.20 OF THE GIG HARBOR MUNICIPAL CODE, FIREWORKS; PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the state fireworks regulations are codified at Chapter 70.77 of the Revised Code of Washington (RCW); and

WHEREAS, RCW 70.77.395 provides that consumer fireworks may be sold and purchased from 12:00 noon to 11:00 p.m. on June 28, from 9:00 a.m. to 11:00 p.m. on June 29 through July 4, from 9:00 a.m. to 9:00 p.m. on July 5, and from 12:00 noon to 11:00 p.m. on December 27 through December 31; and

WHEREAS, RCW 70.77.395 provides that consumer fireworks may be discharged from 12:00 noon to 11:00 p.m. on June 28, from 9:00 a.m. through 11:00 p.m. on June 29 through July 3, from 9:00 a.m. through 12:00 midnight on July 4, from 9:00 a.m. through 11:00 p.m. on July 5, and from 6:00 p.m. on December 31 through 1:00 a.m. on January 1 of the subsequent year; and

WHEREAS, RCW 70.77.250(4) provides that the Chief of the Washington State Patrol, through the director of fire protection, shall adopt rules to ensure statewide minimum standards for the enforcement of the state fireworks laws, that counties and cities shall comply with these state rules, and that any ordinances adopted by a city that are more restrictive than state law shall have an effective date no sooner than one year after their adoption; and

WHEREAS, Chapter 8.20 of the Gig Harbor Municipal Code (GHMC) sets forth the regulations related to the allowable sale and discharge of fireworks in the city limits of Gig Harbor; and

WHEREAS, the sound of the indiscriminate discharge of consumer fireworks can unsettle many persons and can harm the health and welfare of others including military veterans, as well as service animals, and pets; and

WHEREAS, Gig Harbor is experiencing unprecedented, record-breaking heatwaves that are creating extreme fire-risk conditions and that similar conditions are likely to reoccur in the future; and

WHEREAS, the Gig Harbor City Council, recognizing that discharging consumer fireworks can harm the health and welfare of persons including military veterans, as well as service animals, and pets, deems it prudent and appropriate to prohibit the sale and discharge of consumer fireworks; and

WHEREAS, the Gig Harbor City Council, recognizing the significant threat to life and property posed by fire risk during periods of extreme weather, deems it prudent and appropriate to ban the sale and discharge of consumer fireworks within the city limits of Gig Harbor;

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

Section 1. Chapter 8.20 of the Gig Harbor Municipal Code is amended as follows:

Chapter 8.20 FIREWORKS

Sections:

8.20.010 Intent.

8.20.020 Applicability.

8.20.030 Compliance with licensing provisions.

~~8.20.040 Permit – Application.~~

~~8.20.050 Permit – Use requirements.~~

~~8.20.060 Permit – Maximum number.~~

~~8.20.070 Permit – Terms and conditions.~~

~~8.20.080 Permit – Granting limitations.~~

~~8.20.090 Temporary stands – Standards and conditions.~~

~~8.20.100 Temporary stands – Safe and sane fireworks only.~~

~~8.20.110 Time limit – Sale of fireworks.~~

~~8.20.120 Time limit – Use of fireworks~~

~~8.20.120 Time limit – Use of fireworks (Effective April 26, 2022).~~

8.20.120 040 Time limit – Use of fireworks.

8.20.130 050 Unlawful acts.

8.20.140 060 Enforcement.

8.20.150 070 Violation – Penalty.

8.20.010 Intent.

This chapter is intended to implement Chapter 228, Laws of 1961 of the state of Washington, and shall be construed in connection with said law and any and all rules or regulations issued pursuant thereto.

8.20.020 Applicability.

The provisions of this chapter shall apply to the sale of all safe and sane fireworks, as defined by Chapter 228, Laws of 1961 of the state of Washington, except as to the sales of “toy caps” and “sparklers.”

8.20.030 Compliance with licensing provisions.

It is unlawful for any person, firm or corporation to engage in the retail sale of or to sell any fireworks within the city limits of Gig Harbor, ~~without first obtaining a city business license and complying with the provisions of Chapter 5.01 GHMC.~~

8.20.040 Permit — Application.

~~Applications for temporary fireworks stand permits must be accompanied by the permit fee and pursuant to this chapter may be filed and will be accepted by the city only during the period between April 15th and June 1st of the year for which the permit is sought.~~

8.20.050 Permit — Use requirements.

~~A permit granted pursuant to this chapter shall entitle the permittee to maintain only one retail outlet. All permits issued pursuant hereto shall be used only by the designated permittee and shall be nontransferable. Any transfer or purported transfer of such a permit shall be deemed a violation of this chapter.~~

8.20.060 Permit — Maximum number.

~~The maximum number of permits issued by the city in any year shall not exceed one for every 500 people or fraction thereof residing in the corporate limits of Gig Harbor.~~

8.20.070 Permit — Terms and conditions.

~~A temporary fireworks stand permit for the sale of fireworks shall be issued only upon the following terms and conditions:~~

~~A. The applicant shall have a valid and subsisting Washington State fireworks license issued by the Washington State Patrol authorizing the holder thereof to engage in the fireworks business.~~

~~B. The applicant shall own or have the right to possess a temporary fireworks stand complying with the standards hereinafter set forth for temporary fireworks stands.~~

~~C. The applicant shall procure and maintain a policy or policies of public liability and property damage insurance in a company or companies approved by the city of Gig Harbor in the following amounts: Not less than \$1,000,000 commercial general liability (each occurrence); \$50,000 damage to premises; \$1,000,000 personal and advertising injury; \$2,000,000 general aggregate; \$2,000,000 products — completed operations aggregate.~~

~~D. The permittee's location or place of business shall be only in those areas or zones within the city wherein commercial activities are authorized under the applicable zoning laws of the city of Gig Harbor; provided, that the sale of safe and sane fireworks shall not be deemed an enlargement of an existing nonconforming use; and provided further, that no fireworks shall be sold in any residential area where a commercial enterprise does not exist.~~

~~E. The applicant shall file with the city a cash deposit in an amount not less than \$100.00, conditioned upon the prompt removal of the temporary stand and the cleaning up of all debris from the site of the temporary stand. The deposit shall be returned to the applicant after he removes the temporary stand and cleans up all debris to the satisfaction of the building~~

~~official/fire marshal. If he fails to do so, the cash deposit and all property not removed shall be forfeited to the city. In no event shall the applicant be entitled to the return of the cash deposit if he has failed to remove the temporary stand and clean up all debris by the tenth day of July of each year.~~

~~8.20.080 Permit — Granting limitations.~~

~~In the event there are more applications for permits than there are permits available, permits shall be granted in the following manner:~~

- ~~A. Any person, firm or corporation having been issued a permit and exercised its rights under that permit for the year prior to the making of the application shall be entitled to renew said permit.~~
- ~~B. Any permits remaining shall be granted to those first applying therefor, who meet all the necessary qualifications and requirements.~~

~~8.20.090 Temporary stands — Standards and conditions.~~

~~The temporary stands of all permit holders shall conform to the following minimum standards and conditions:~~

- ~~A. Temporary fireworks stands need not comply with all provisions of the International Building Code; provided, however, that all such stands shall be erected under the supervision of the building inspector or his duly authorized representative, who shall require all stands to be constructed in a safe manner, ensuring the safety of attendants and patrons. In the event any temporary stand is wired for electricity, then the wiring shall conform to the Electrical Code of the state of Washington.~~
- ~~B. No temporary fireworks stand shall be located within 20 feet of any other building or structure, nor within 50 feet of any gasoline station, oil storage tank or premises where flammable liquids are kept or stored.~~
- ~~C. Each temporary fireworks stand must have at least two exits, which shall be unobstructed at all times.~~
- ~~D. Each temporary fireworks stand shall have, in a readily accessible place, two approved, pressurized two and one half gallon water type fire extinguishers.~~
- ~~E. All weeds, grass and combustible material shall be cleared from the location of the temporary fireworks stand and the surrounding area a distance of not less than 20 feet, measured from the exterior walls on each side of said temporary fireworks stand.~~
- ~~F. No smoking shall be permitted in or near a temporary fireworks stand and the same shall be posted with proper "No Smoking" signs.~~
- ~~G. Each temporary fireworks stand shall have an adult in attendance at all times. No child or children under the age of 18 years shall be allowed inside the employee area of any temporary fireworks stand.~~
- ~~H. All unsold stock and accompanying litter shall be removed from said temporary fireworks stand by 12:00 noon on July 6th of each year.~~

~~8.20.100 Temporary stands — Safe and sane fireworks only.~~

~~All safe and sane fireworks except "toy caps" and "sparklers" shall be sold only from temporary stands.~~

~~8.20.110 Time limit – Sale of fireworks.~~

~~No permittee shall sell at retail or offer for sale any fireworks authorized to be sold herein within the city limits of Gig Harbor except from 12:00 noon on June 28th to 12:00 noon on July 5th of any year.~~

~~8.20.120 Time limit – Use of fireworks (Effective until April 26, 2022).~~

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

~~8.20.120 Time limit – Use of fireworks (Effective April 26, 2022).~~

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

~~8.20.120 040 Time limit – Use of fireworks.~~

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

~~8.20.130 050 Unlawful acts.~~

~~It is unlawful for any person to sell, possess, use or explode any dangerous fireworks within the city limits of Gig Harbor. Any item of fireworks which does not bear a "Safe and Sane" registration or classification of the State Fire Marshal in conformity with Chapter 228, Laws of 1961 of the state of Washington, shall be deemed dangerous and is prohibited by this chapter.~~

~~8.20.140 060 Enforcement.~~

~~The chief of police or his duly authorized representative is designated as the enforcing officer of this chapter. In addition to all the grounds for revocation of permits set forth in the general provisions of this chapter, any failure or refusal on the part of permittee to obey any rule, regulation or request of the chief of police concerning the sale of fireworks shall be grounds for the revocation of a temporary fireworks stand permit.~~

~~8.20.150 070 Violation – Penalty.~~

Violation of any portion of this chapter is an infraction and subject to a penalty of \$1,000 as provided in GHMC 1.16.010(D).

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

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

Section 4. Correction of Errors. The City Clerk and codifiers of the ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 5. Effective Date. This ordinance shall take effect and be in full force twelve (12) months after passage.

ADOPTED by the Council of the City of Gig Harbor at a regular meeting thereof, held this 27th day of June, 2022.

Tracie Markley
Mayor

Approved as to form:

Attest:

Daniel Kenny
City Attorney

Joshua Stecker, CMC
City Clerk

Bea Mezei-Rhodes
5415 36 Avenue, #C203
Gig Harbor, WA 98335

I would like to discuss risks and the sale of fireworks.

This is one reason for banning the personal sale and use of fireworks in Gig Harbor. Public safety. Strictly speaking, banning their use is literally a way to prevent the potential for wildfires. A ban will prevent our homes from catching fire from a stray or misguided firework. And, most importantly, a ban will prevent injury to the users. Yes, these things may be rare, but ask yourself this. Are you willing to take the risk?

Sure, some say that it's my personal freedom, and taking on risk is my own choice. Well said, but there are no guarantees that that risk won't be shared by others. Even if a fire is sparked on your own property and only your home and trees burn down, we are all adversely impacted by that one "personal" act. That burnt lot effects the value of the neighborhood at large. The costs of putting out that fire impacts city revenues and budgets. Your lost home to fire could impact the insurance of others in the neighborhood. And while firefighters are trained to rush into the fire, your one act puts their lives at risk. That risk may be an individual's to take, but when others are put in harm's way, that risk is shared by the everyone. Innocent people are put at risk. A wildfire could be started by a firework miles away from your home, but that fire could easily spread for miles, burning down acres of land and many, many homes in its path.

Not everyone will like the idea of banning the public sale and use of fireworks in Gig Harbor. But the number of users is small compared to those who are put at risk. You don't need to touch a firework to lose your house to one. Those who fundraise off their sale will be hit hard. That is understandable. But, those sponsoring these fundraisers are literally selling explosives to the public. Dangerous, hazardous explosives. The largest seller of fireworks is a supplier named TNT. While that name may just a marketing tool, those three letters denote only one thing, namely, highly, explosive materials.

So it's time to ask yourself this. Is the price of band uniforms worth the cost of fighting a wildfire that was started by a firework? Is the price of sending the high school class on a trip to D.C. worth someone in the hospital after blowing off several fingers when a firework misfired? What about a home burning to the ground after a misguided firework entered the attic and catches a neighbor's home on fire? Is that loss worth the money that was collected at a fundraiser? If you are going to continue allowing fundraises to cash in by selling fireworks, there will always be these risks. I ask you. Please do the right thing and ban fireworks in Gig Harbor. Thank you.

Howard Cushner, COL, US Army
4426 34th Ave. Ct.
Gig Harbor, WA

I am making the case for banning fireworks in Gig Harbor.

I attended a recent Council meeting during which there was public comment from a civilian contractor who was deployed to Iraq and Afghanistan and her partner expressing the fear they constantly experience from loud July 4th fireworks. She suffers from PTSD. Moreover, the Fire Marshal recently told me that last year's Council members agreed to support the limited time for fireworks this July 4th based in part on testimony from a local veteran's organization expressing concern for the harmful effects fireworks have on community service members with PTSD.

I recently became aware of a Gig Harbor organization called Permission to Start Dreaming. This group is dedicated to helping local Military Service members and first responders who suffer from PTSD. They are committed to providing support for these folks, who have suffered as a result of trauma they suffered in their jobs supporting all of us. Furthermore, after reviewing this organizations website I found out that there is a member of this City Council who sits on that Board. Surely no one on this Council would want to allow activities, such as the explosions from fireworks, putting these veterans and first responders at risk for exacerbating their symptoms or possibly even driving them to suicide. No one would be that cruel.

Finally, imagine if a close relative or friend suffered from PTSD, which was exacerbated by July 4th fireworks. Would you want to place them at risk by allowing this activity to continue? Add to this the obvious risk of fire in a heavily wooded community and the potential for loss of property and life. This at a time of warming climate and hotter, drier weather and you have all the arguments needed to act responsibly and ban fireworks in Gig Harbor. If you do this for one reason, do it to protect our veterans and first responders. Thank you.

Dave Arterburn
4425 34th Avenue Court

Nearly 30 years ago, cities began banning smoking in public indoor spaces as part of a public health objective to protect the public from harmful second hand smoke. At that time, the same, old, tired arguments were made as to why this was a bad idea. They claimed that their personal rights were being taken away. How can these bans be enforced? Businesses even claimed that they would lose customers and revenues. None of these things happened. The bans worked and public spaces are all healthier environments to go to. Here we are today. As with that smoking ban, banning fireworks is a public health and safety issue. We would all be safer by banning fireworks.

I am here today literally fighting to protect my life, my home and my property. Some of you may be thinking, oh he's exaggerating. He's being dramatic. But not knowing when the next lit firework may take all of that away makes every fourth of July a day of anxiety. Is that being dramatic? The next lit firework doesn't even have to come from as close as a neighbor. A fire can be sparked from that next firework miles away and rapidly spread its destruction into any neighborhood. If you think that you are immune to this happening to you, you are not paying attention. Talk to the woman in Burien who lost her husband and two pets in a house fire that was sparked by a firework. If you watched the video of her home burning down, ask yourself if that is a possibility to any home here in Gig Harbor. I am sure that before the fire destroyed her life, she was thinking that that could never happen to me. Is that being overly dramatic?

None of the arguments being made opposing the ban makes fireworks safer to use. None. Vendors and fundraisers will ask you to compromise. With what? A compromise does not make any of their products safer. It does not eliminate the considerable risk of fire or harm that are inherent to fireworks. Let us sell only "safe and sane" fireworks they say. But nothing about them is safe nor sane. They are still hazard explosives. Putting a baby elephant on the package, as TNT does, doesn't make it safe or prevent the potential of sparking a wildfire, injury or even death. These "safe and sane" fireworks use some sort of explosive to propel sparks 12-15 feet into the air. That is the very definition of an aerial explosive. That is not a ground based firework. So is that a compromise?

I am asking you today to please protect us all, like the ban on indoor smoking protected everyone from second hand smoke and vote yes on banning fireworks in Gig Harbor.

Thank you!

Wendy Cushner
4426 34th Ave. Ct.
Gig Harbor, WA

In April 2021, the city restricted the use of fireworks to only one day. However, while that was a good step, it does not eliminate the possibility of a fire being started on July 4th. Limiting fireworks to just one day does not make fireworks or their use safer.

Bans on fireworks are in place all across Puget Sound (e.g. Steilacoom) and around this country. Yet people argue that a ban cannot be enforced here. So, what makes Gig Harbor different? There seems to be no issue with enforcement in areas where bans are in place.

Some will argue that they sell fireworks to raise money so that their soccer or other team can get equipment or uniforms. This is an excuse. There are many other, and safer ways to raise money for team equipment. Organizations like these are literally selling hazardous and dangerous explosives to the public. Do all those cities around Puget Sound that have fireworks bans not have soccer teams? They seem to be doing fine with their fundraising efforts.

Please vote yes tonight on banning fireworks in Gig Harbor.

Thank you.



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

Meeting Date: June 27, 2022

SUBJECT: Resolution 1253 Declaring an Emergency Necessitating the Waiver of Competitive Bidding Requirements to Address the Emergency Pavement Repair in Borgen Blvd.

SUBMITTED BY: Aaron Hulst, P.E., Interim City Engineer

DEPARTMENT: Public Works

PHONE: 253-853-7618

SUGGESTED MOTION: Move to Approve Resolution 1253.

BACKGROUND INFORMATION: Beginning January 12, 2022, the City Public Works Operations Division crew had been attempting to repair a failing section of pavement on westbound Borgen Blvd. just east of Olympus Way. Heavy rains have exacerbated this condition to a point where significant subgrade failures have occurred, and temporary pavement patching is no longer a viable option. It was determined that a permanent repair is needed immediately.

A recommendation was made to the City Administrator to declare an emergency in accordance with Section 4.6 of Resolution 1066. By making this declaration, competitive bidding requirements are allowed to be waived, and City staff are can immediately proceed with selection of a contractor from the MRSC Small Works Roster to complete this work.

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

On March 28, 2022, City Council approved a Time and Materials (T&M) contract with Pape & Sons Construction, Inc. to explore the subgrade conditions to determine the ultimate repairs needed. What was thought to have created this failure, a broken storm pipe, was not confirmed and a geotechnical firm, HWA, was hired to further investigate the site surface and subsurface conditions. HWA performed site investigations and soil analysis that determined the subgrade of the roadway in this location was inadequate to support the roadway. The recommended repair is to remove 2 ft. of existing pavement and subgrade. The subgrade will be compacted and replaced with structural geogrid, 16 inch minimum of base rock, and 8 inches of asphalt. There will also be pavement repairs completed to keep surface stormwater flows from entering the roadway base through pavement cracks.

The Public Works Engineering staff subsequently selected a qualified and available contractor to perform this work from the MRSC Small Works Roster, and the City Administrator executed a Small Works Contract, on a Time and Materials (T&M) basis in a not-to-exceed amount of \$300,000 with RV Associates, Inc. on June 14, 2022, and work began on June 17, 2022.

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

Expenditure Required: NTE \$ 300,000	Amount Budgeted: \$ 0	Appropriation Required: \$ 0
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BOARD/COMMISSION/COMMITTEE RECOMMENDATION: None.

ATTACHMENTS: Resolution 1253

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

RESOLUTION 1253

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

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

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

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

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

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

WHEREAS, Pape & Sons Construction, Inc. initiated an exploration of subgrade conditions, and it did not determine the ultimate repairs needed; and

WHEREAS, the City hired HWA GeoSciences on April 19, 2022, to perform a geotechnical investigation where it was determined that the subgrade of the roadway in this location was inadequate to support the roadway and recommended to remove 2 feet of existing pavement and subgrade, compact the remaining subgrade, and replace with structural geogrid, 16 inches of base rock, and 8 inches of asphalt; and

WHEREAS, a qualified and available contractor was selected to perform this work from the MRSC Small Works Roster, and the City Administrator executed a Small

Works Contract with RV and Associates, Inc., on a Time and Materials (T&M) basis in a not-to-exceed amount of \$300,000 on June 14, 2022, and repair work began June 17th, 2022; and

WHEREAS, the T&M Contract will be administered under the full-time direction and supervision of the Public Works Department staff and the necessary repairs will be in accordance with the recommendations in the HWA Geotechnical Report; and

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

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

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

ADOPTED by the City Council of the City of Gig Harbor at a regular meeting thereof, held this 27th day of June 2022.

Tracie Markley
Mayor

Attest:

Joshua Stecker, CMC
City Clerk

UPCOMING GIG HARBOR CITY MEETINGS

ALL AGENDA ITEMS TENTATIVE – SUBJECT TO CHANGE

Meetings may be held virtually due to safety precautions. Please see the agenda for each meeting for specific details on how to attend.

Day	Date	Time	Group	Agenda Items
TH	June 23	5:00pm	Design Review Board	CANCELLED
M	June 27	5:30pm	City Council	See Agenda
TH	June 30	2:00pm	City Council Study Session	Pleasurecraft Marina Easements Trolley Update Holiday Display Policy Senior Center Location Advisory Board Appointment Process
W	July 6	5:30pm	Parks Commission	Sports Complex Phase 1B Update Work Plan
TH	July 7	5:00pm	Planning Commission	Short Term Rentals Study Session
M	July 11	5:30pm	City Council	Consent: • Agreement for Court Collections Services • Professional Services Contract for On-Call Arborist Services • Professional Services Contract for HVAC Assessment • Professional Services Contract with AIA Integration for LS 12A • Pleasurecraft Marina Easements • Planning Commission Appointments • Professional Services Contract Amendment for Commercial Fishing Homeport New Business: • First Reading of Ordinance XXXX Transitional Housing, Permanent Supportive Housing, Emergency Shelters, and Emergency Housing • First Reading of Ordinance XXXX Water System Plan Revision • First Reading of Ordinance XXXX Stormwater Source Control Program for Existing Development • First Reading of Ordinance XXXX Verizon Small Cell Franchise • First Reading and Adoption of Ordinance X Public Works Operations Center Building Construction – Public Works Contract Award, Construction Support Services, Materials Testing, and Change Order Authority • XXX Amending the 2022 Budget
W	July 13	10:00am	Arts Commission	Mural Proposal Work Plan
TH	July 14	2:00pm	City Council Study Session	Sports Complex Phase 1B Update Code Enforcement 2022 Active CIP Schedule Update
TH	July 14	3:00pm	Civil Service Commission	
TH	July 14	5:00pm	Design Review Board	TBD

UPCOMING GIG HARBOR CITY MEETINGS
ALL AGENDA ITEMS TENTATIVE – SUBJECT TO CHANGE

Meetings may be held virtually due to safety precautions. Please see the agenda for each meeting for specific details on how to attend.

TH	July 21	5:00pm	Planning Commission	Public Hearing: Short Term Rentals
M	July 25	5:30pm	City Council	New Business: - Professional Services Contract for Stormwater Manual Update Old Business: - Second Reading and Adoption of Ordinance XXXX Stormwater Source Control Program for Existing Development - Second Reading and Adoption of Ordinance XXXX Verizon Small Cell Franchise - Second Reading and Adoption of Ordinance XXXX Water System Plan Revision - Second Reading and Adoption of Ordinance XXXX Transitional Housing, Permanent Supportive Housing, Emergency Shelters, and Emergency Housing Staff Report: Quarterly Budget Update
TH	July 28	2:00pm	City Council Study Session	Short Term Rentals Staffing Updates Housekeeping Ordinances
TH	July 28	5:00pm	Design Review Board	
M	Aug. 8	5:30pm	City Council	Presentation: Annual Crime Report New Business: - First Reading of Ordinance XXXX Amending Title 17 for Short Term Rentals - Resolution XXXX TIB Grant Applications
TH	Aug. 11	2:00pm	City Council Study Session	2022 Active CIP Schedule Update
TH	Aug. 11	5:00 pm	Design Review Board	Elect Chair & Vice Chair
M	Aug. 22	5:30pm	City Council	CANCELLED
M	Sept. 12	5:30pm	City Council	Old Business: Second Reading and Adoption of Ordinance XXXX Amending Title 17 for Short Term Rentals
TH	Sept. 15	2:00pm	City Council Study Session	Stormwater Management Action Plan
M	Sept. 26	5:30pm	City Council	
TH	Sept. 29	2:00pm	City Council Study Session	Stormwater Management and Site Development Manual Update

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*