AGENDA
GIG HARBOR CITY COUNCIL MEETING
Monday, July 11, 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 sxʷəbabč band of the Puyallup Tribe of Indians, but also on the site of one of the largest and longest standing historic villages of the people, the original inhabitants of the Gig Harbor area.

CHANGES TO THE AGENDA

CONSENT AGENDA

1. **City Council Minutes**

   Documents:

   City Council Minutes - June 27, 2022.pdf
   City Council Study Session Minutes - June 30, 2022.pdf

2. **Professional Services Contract with Advanced Industrial Automation (AIA) for LS 12A**

   Documents:

   AGENDA BILL LS12A.pdf

3. **Approval to Rehire Lateral Police Officer Above Mid-Point of Salary Range**

   Documents:

   AGENDA BILL Police Officer Hiring Above Midpoint.pdf

4. **Approval of Boating Safety Program Agreement with Pierce County**

   Documents:

AGENDA BILL Boating Safety Program Agreement.pdf

5. **Resolution 1254 Setting a Public Hearing for the Vacation of a Portion of Hall Street**

   Documents:

   AGENDA BILL Resolution 1254.pdf

6. **Easements for Pleasurecraft Marina**

   Documents:

   AGENDA BILL Pleasurecraft Marina Easements.pdf

7. **Approval of Payroll for the Month of June**

   Check numbers 8361 through 8365 and direct deposit transactions in the total amount of $512,500.06.

8. **Approval of Vouchers**

   Check numbers 98249 through 98355 and ACH payments in the amount of $2,209,264.23.

PRESENTATIONS

1. **Gig Harbor Sportsman's Club 75th Anniversary Proclamation**

   Documents:

   Sportsmans Club 75th Anniversary Proclamation.pdf

MAYOR'S REPORT

CITY ADMINISTRATOR'S REPORT

PUBLIC COMMENT ON NON-AGENDA ITEMS

NEW BUSINESS

1. **First Reading and Adoption of Ordinance 1490 Relating to Stormwater Source Control Program for Existing Development Contained in Gig Harbor Municipal Code Chapter 14.20**

   Suggested Motion: Move to approve Ordinance 1488.

   a) Report: Public Works Director Jeff Langhelm

   b) Clarifying questions from Council

   c) Public comment

   d) Council deliberation and action

   Documents:

   AGENDA BILL Ordinance 1490.pdf

2. **First Reading of Ordinance 1491 Granting Verizon Wireless Franchise**

   Suggested Motion: None. Ordinance will return for second reading.

   a) Report: Public Works Director Jeff Langhelm

   b) Clarifying questions from Council

   c) Public comment

   d) Council deliberation and action

   Documents:

   AGENDA BILL Ordinance 1491.pdf

3. **First Reading of Ordinance 1492 Related to Advisory Boards, Commissions and Committees**

   Suggested Motion: None. Ordinance will be considered at second reading.

   a) Report: City Clerk Josh Stecker

   b) Clarifying questions from Council

   c) Public comment

   d) Council deliberation and action

   Documents:

   AGENDA BILL Ordinance 1492.pdf

4. **Authorization for City Website Enhancements**

   Suggested Motion: Move to authorize the Mayor to execute annually renewing agreements with CivicPlus for SeeClickFix (with Marketplace App) and AudioEye website features.

   a) Report: City Clerk Josh Stecker

   b) Clarifying questions from Council

   c) Public comment

   d) Council deliberation and action

   Documents:

   AGENDA BILL Website Enhancements.pdf

COUNCIL REPORTS / COMMENTS

ANNOUNCEMENT OF UPCOMING MEETINGS

Documents:

City Meetings Schedule.pdf
City of Gig Harbor Two-Year Strategic Plan 2022-2023.pdf

ADJOURN

PUBLIC COMMENT & DECORUM

The City Council desires to allow a maximum opportunity for public comment. However, the business of the City must proceed in an orderly, timely manner. The purpose of a Council meeting is to conduct the City's business; it is not a public forum.

Speakers will be allotted 3 minutes per individual, unless revised by the Mayor. Public comment may be made remotely via Zoom or by phone during designated portions of the meeting. To speak during the meeting, press the Raise Hand button near the bottom of your Zoom window or press *9 on your phone. Please refrain from raising your hand until the Mayor has announced that she has opened the public comment portion of the meeting. Your name or the last three digits of your phone number will be called out when it is your turn to speak. When using your phone to call in, you may need to press *6 to unmute yourself. All speakers will have up to three minutes to speak.

Instead of making oral comment, written comments may be submitted to the City Clerk at cityclerk@gigharborwa.gov at least 4 hours in advance of the meeting start time. Written comments must include the words "FOR PUBLIC COMMENT" in the subject line of the email and must be able to be read within the 3-minute time limit. Persons submitting written comments must include their name and address with their comments. All written comments submitted in this manner will be included in the online packet for the meeting and will be forwarded to the Mayor and councilmembers for their review. Written comments will be read aloud during the meeting upon the request of the commenter.

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

AMERICANS WITH DISABILITIES (ADA) ACCOMMODATIONS

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

MINUTES FOR GIG HARBOR CITY COUNCIL MEETING
Monday, June 27, 2022 – 5:30 p.m.
Virtual Meeting

CALL TO ORDER / ROLL CALL: Mayor Markley called the meeting to order at 5:30 p.m. Councilmembers Barber, Denson, Lykins, Rodenberg, Storset and Woock were present. Councilmember Henderson joined the meeting at 6:15 p.m.

CONSENT AGENDA:

1. City Council Minutes: City Council Study Session Minutes - June 16, 2022; City Council Minutes - June 13, 2022
2. Resolution 1251 Authorizing the Execution of a Sewer Utility Extension Agreement to 9509 Randall Street
3. Resolution 1252 Authorizing the Execution of a Sewer Utility Extension Agreement to Canterwood 12 Development
4. Agreement with Pierce County Auditor for Ballot Drop Box Property Use
5. Public Works Contract for Annual Pavement Maintenance and Repair Program
6. Professional Services Contract Amendment #2 for Burnham Drive Half-Width Roadway Improvements Phase 1A Design and Permitting
7. Approval of City Administrator's Contract
8. Approval of Vouchers: Check numbers 98144 through 98248 and ACH payments in the amount of $689,021.51
   MOTION: Move to approve the Consent Agenda (Rodenberg/Woock).
   VOTE: Unanimously approved (6-0, Councilmember Henderson absent).

PRESENTATIONS: Public Works Director Jeff Langhelm and Department of Ecology Municipal Facility Manager Tonya Lane presented the 2021 Outstanding Achievement Award to the Wastewater Treatment Plant. Council recognized Wastewater Treatment Plant Superintendent Darrell Winans for this achievement and his 17 years of service to the City as he prepares to take a new job with Douglas County.

SSHAP Manager Jason Gauthier gave an update on the work plan and goals for South Sound Housing Affordability Partners.

MAYOR'S REPORT: Mayor Markley acknowledged the approval of the City Administrator's contract and the appointment of Katrina Knutson to the position. She also reported that the work on Harborview/Stinson intersection should be wrapping up next week.

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 -**

Building Official/Fire Marshal Paul Rice introduced the Ordinance which will disallow the sale and discharge of fireworks in Gig Harbor.

Public Comment: Howard Cushner, Wendy Cushner, Dave Arterburn, and Bea Mezei-Rhodes provided written comments in support of the Ordinance. Bryan King, Heath Heikkila, Katie Bennett, William Alexander Klipper and Randy Cearly spoke in opposition to the Ordinance. Georgina Armstrong and Wes Friedman spoke in support of the Ordinance.

MOTION: Move to approve Ordinance 1488 (Woock/Denson).
VOTE: Motion passed 4-3, Councilmembers Barber, Rodenberg and Storset opposed.

Council entered into recess at 7:07 p.m. Council reconvened at 7:14 p.m.

NEW BUSINESS:

1. **Resolution 1253 Declaring an Emergency Necessitating the Waiver of Competitive Bidding Requirements to Address the Emergency Pavement Repair in Borgen Blvd.** – Public Works Director Jeff Langhelm presented the Resolution which authorizes emergency work to repair a failing section of Borgen Blvd. He also provided an update on the status of the repair work.

   MOTION: Move to approve Resolution 1253 (Barber/Rodenberg).
   VOTE: Unanimously approved.

COUNCIL REPORTS / COMMENTS: Councilmember Woock reported on the Pierce County Regional Council meeting on June 16. She will be serving on the Growth Management Policy Board of the Puget Sound Regional Council representing PCRC.

ADJOURN: The meeting adjourned at 7:29 p.m.

Joshua Stecker, CMC
City Clerk

MINUTES FOR GIG HARBOR CITY COUNCIL STUDY SESSION
Thursday, June 30, 2022 – 2:00 p.m.
Virtual Meeting

CALL TO ORDER / ROLL CALL: Mayor Markley called the meeting to order at 2:01 p.m. Councilmembers Barber, Denson, Henderson, Lykins, Rodenberg, and Woock were present. Councilmember Storset was excused.

DISCUSSION ITEMS:

1. **Pleasurecraft Marina Easements –** Mayor Markley introduced Jeff Langhelm, Public Works Director, who provided Council with an overview of the proposal and answered Council questions. This will come before Council at the July 11 meeting.

2. **Appointment Process for Advisory Boards –** City Clerk, Joshua Stecker, reviewed the current appointment process, relayed guidance from MRSC and the City's legal counsel, and advised Council on how to amend the process to comply with State guidance. City Attorney Daniel Kenny also addressed the Council and answered questions.

   The Mayor will meet with staff to prepare the proposed new process. The City Clerk will prepare an Ordinance for the next Council meeting to adopt the new process.

3. **Holiday Display Policy –** City Clerk, Joshua Stecker, discussed the current holiday display policy at Skansie Park and answered Council questions. Council directed staff to leave the current policy as-is.

ADJOURN: The meeting adjourned at 3:14 p.m.

Tiffany Aliment
Assistant City Clerk

City of Gig Harbor
City Council Meeting Agenda Bill

Meeting Date: July 11, 2022

SUBJECT: Professional Services Contract with Advanced Industrial Automation (AIA) for LS 12A

SUBMITTED BY: Charles Roy, Interim Superintendent
DEPARTMENT: WWTP/Public Works **PHONE:** 253-851-8999

SUGGESTED MOTION: Approve and authorize the Mayor to execute a Professional Services Contract with Advanced Industrial Automation for the integration and development of the Supervisory Control and Data Acquisition (SCADA) system as part of the LS12A Replacement Project, in an amount not to exceed $64,636.90.

BACKGROUND INFORMATION: Lift Station 12A is 33 years old this year and transfers over 1/3 of the City's sewage. The station's structural, mechanical and electrical systems are in need of repair or replacement. As part of this Capital Improvement Project, AIA will be the integrator and programmer responsible for development of the operations and controls for LS12A. AIA will also program the Programmable Logic Control (PLC) at LS12A to enable automatic control of station functions through SCADA.

AIA has successfully provided operations, controls and modifications to the current SCADA for the City's lift stations and WWTP for many years. They are familiar with the WWTP system and have successfully provided consultant services.

FISCAL CONSIDERATION: These services are funded in the City's contract with Kennedy-Jenks, who is presently engaged in the design of LS12A Replacement Project.

Expenditure Required:	Amount Budgeted:	Appropriation Required:
$64,636.90	$3,170,214.40	$0

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: N/A

ATTACHMENTS: Professional Services Contract with Scope and Fee.

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

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PROFESSIONAL SERVICES CONTRACT BETWEEN THE CITY OF GIG HARBOR AND ADVANCED INDUSTRIAL AUTOMATION

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

RECITALS

WHEREAS, the City is presently engaged in LS12A Integration and Development of the Operations Controls and Supervisory Control and Data Acquisition (SCADA) System and desires that the Consultant perform services necessary to provide the following consultation services; and

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

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

TERMS

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

2. Payment.

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Sixty-Four Thousand Six Hundred Thirty-Six and Ninety Cents ($64,636.90) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit A**. 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

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same within 15 days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

3. Duration of Work. The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by November 30, 2022; provided however, that additional time shall be granted by the City for excusable days or extra work. Further, the parties may extend the duration of this Agreement consistent with the terms of Section 17 below.

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

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

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

7. Indemnification.

A. The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers, harmless from any and all claims, injuries, damages, losses or suits including attorney's 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.

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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.

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

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

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

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

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

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

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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

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

14. Resolution of Disputes and Governing Law.

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

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

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

CONSULTANT:	City of Gig Harbor
ATTN: Jon Mathison	ATTN: Charles Roy, Interim Superintendent
Advanced Industrial Automation	City of Gig Harbor
617 NW 44th Street	3510 Grandview Street
Seattle, WA 98107-4432	Gig Harbor, WA 98335
(425) 836-3386	(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.

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

CONSULTANT

DocuSigned by:
By: Jon Mathison
0095C8308A3649E...
Its: President

By:_____
Its:_____

CITY OF GIG HARBOR

By:_____
Tracie Markley, Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Daniel Kenny
DDAD3335F1F2425...
City Attorney

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Advanced Industrial Automation

June 23, 2022

Darrell Winans, Supervisor
City of Gig Harbor
Wastewater Treatment Plant
4216 Harborview Dr.
Gig Harbor WA 98335

RE: Gig Harbor Lift Station 12 Scope of Work, Rev. 1

This letter shall propose Advanced Industrial Automation Corporation's (AIA) scope of work for the Gig Harbor Lift Station 12. The cost of these services is $64,636.90 and details are provided in the GH LS12 Integration Estimate 2022-06-02 pdf. The scope of work is organized into the section provided in our estimate as follows:

- Integration - Labor

Scope of Work: Integration - Labor

AIA will be the integrator and programmer responsible for development of the operations and controls for Lift Station 12, and modifications to the existing Supervisory Control and Data Acquisition (SCADA) system at the Gig Harbor Wastewater Treatment Plant to incorporate station status. AIA will program the Programmable Logic Controller (PLC) at Lift Station 12 to enable automatic control of station functions.

AIA will provide the following integration services to implement the scope of work:

	Scope of Services (Services to be provided)
1	PLC programming
2	HMI configurations
3	Telemetry and Networking
4	Startup
5	Testing and Commissioning
6	Training
7	Warranty Service (1 year)

The following lists pertinent integration assumptions.

	Integration Basis (Working Assumptions)
1	Labor includes PLC programming, HMI configurations, and startup. Mechanical mounting, installations, and electrical terminations of all hardware (instruments, panels) by others.
2	Labor includes communications testing from level sensors, gas sensor, air sensors. Estimate based on integration work being done at the same time.

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Advanced
Industrial
Automation

Conclusion

AIA has provided integration services for the City of Gig Harbor during Gig Harbor Phase 1 improvements, Phase 2 improvements, Liftstations 3B, 4B, and 9, and past support services including maintenance, troubleshooting, and HMI upgrades. AIA is well suited to provide continued excellent service to the City of Gig Harbor. This Scope of Work is based on our discussions regarding the Lift Station 12 project and may be modified as conditions warrant. Further services may be billed T&M basis as required. Please do not hesitate to contact me if there are any problems, different alternatives you wish to pursue, or modification you would like to make.

Thank you,

Jon P. Mathison. P.E.
Advanced Industrial Automation, Corporation
617 NW 44th Street
Seattle, WA 98107-4432
Phone: (206) 789-1373 ext. 1003
Mobile: 425-444-4751
jon@advancedia.com
www.advancedia.com

GHLS12 Integration Estimate 2022-06-02
Totals

Advanced Industrial Automation
6/2/2022

Item	Description	Section Cost	Materials Breakdown	Material Estimate	Labor Breakdown	AIA Labor Expenses
	Gig Harbor Lift Station 12		**100%**	**$79,642.81**	**100%**	**$ 64,636.90**
1	LSCP-1201	$120,265.43	72.3%	$57,553.53	97.0%	$ 62,711.90
2	MS1276	$3,087.85	3.9%	$3,087.85	0.0%	$ -
3	MS1277	$3,087.85	3.9%	$3,087.85	0.0%	$ -
4	Instrumentation	$17,838.58	20.0%	$15,913.58	3.0%	$ 1,925.00
	Subtotals	$144,279.71	100%	$79,642.81	100%	$64,636.90
	Tax					
	Total	**$144,279.71**	**55%**	**$79,642.81**	**45%**	**$64,636.90**
	Estimate Statistics					
	Control panel hours required		404			
	Number control panel drawings		0			
	Number points		105			
	Price/point	$ 1,374.09		$ 758.50		$ 615.59
	Price/point LSCP-130	$ 1,145.39		$ 548.13		$ 597.26
	Basis of Estimate					
1	Taxes not included.					
2	Estimate includes PLC programming, HMI configurations, Instrumentation configuration, and startup. Mechanical mounting, installations, and electrical terminations of all hardware (instruments, panels) by others.					
3	Estimate for materials is a budgetary estimate, as the design was not complete when this estimate was written.					
4	Configuration labor includes16 channel mission 123.					
5	Estimate does not include configuration of Gig Harbor WWTP HMI configuration for display of LS12 values, as no connection is currently planned.					
6	Integration on-site start-up is expected to take place over two weeks (Maximum 12 full 10-hour days) with a maximum of two two-way flights. Two non-consecutive weeks provides some flexibility in construction schedule.					

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GHLS12 Integration Estimate 2022-06-02
Assumptions

Item	Assumption	Quantity	Notes	LSCP-120
	Basic Costing Assumptions			
1	Number of PLC Panels	1		
2	Number of non-PLC Panels	2		
3	Number of HMIs	1		
4	Number HMI Screens	6	6 for LS12	
5	Number Reports	0		
6	Spare IO Requirement	10%		
7	Number AI	6		5
8	Number AO	3		2
9	Number DI	64		58
10	Number DO	32		29
11	Number of Submittals	2		
12	Telemetry PLCs and RTUs	0		
13	Number of instruments	6	6 instrumentation "systems"	
14	Travel Distance	60		
15	Contingency	10%	Materials only	
16	Markup	10%	Materials only	
17	Sales tax rate	0%	Added by Contractor	

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GHLS12 Integration Estimate 2022-06-02
409513-13 BOM

Proposed Spec Item	Description	Manufacturer	Model Number	Quantity	Material Price Each	Labor Price Each (See Appendix)	Material Subtotals	Labor Subtotals
	LSCP-1201							
2.01	Enclosure NEMA 12 90x36x20	Hoffman	A903620FS	1	$3,070.00	$ 6,081.18	$ 3,070.00	$ 6,081.18
2.01	Backpanel	Hoffman	A90P36F1	1	$ 751.70		$ 751.70	$ -
2.01	Corrosion Inhibitors (60 cubic feet)	Hoffman	AHCI60R	1	$ 117.20		$ 117.20	$ -
2.01	Fluorescent Lighting	Hoffman	LF120V28	1	$ 350.00		$ 350.00	$ -
2.01	Datapocket 12x12	Hoffman	ADP2	1	$ 38.20		$ 38.20	$ -
2.02	CompactLogix PLC, 1.5MB Memory	Allen Bradley	1769-L35E	2	$4,410.00	$37,957.44	$ 8,820.00	$ 37,957.44
2.02	Lithium Battery	Allen Bradley	1747-BA	1	$ 94.00		$ 94.00	$ -
2.02	8 Channel Analog Voltage/Current Inpu	Allen Bradley	1769-IF8	2	$ 805.00		$ 1,610.00	$ -
2.02	8 Channel Analog Current Output Modu	Allen Bradley	1769-OF8C	2	$1,508.00		$ 3,016.00	$ -
2.02	16 Point 24 VDC Input Module	Allen Bradley	1769-IQ16	5	$ 247.00		$ 1,235.00	$ -
2.02	16 Point 24 VDC Output Module	Allen Bradley	1769-OB16	3	$ 324.00		$ 972.00	$ -
2.02	Right End Cap/Terminator	Allen Bradley	1769-ECR	2	$ 32.00		$ 64.00	$ -
2.02	Pwr Supply 120/240 VAC Input 4A @ 5	Allen Bradley	1769-PA4	2	$ 464.00		$ 928.00	$ -
2.02	Operator Interface Terminal 15"	Maple System	HMI5150P	1	$1,990.00	$14,242.88	$ 1,990.00	$ 14,242.88
2.03	Ethernet Switch	N-Tron	306TX	1	$ 379.00		$ 379.00	$ -
2.05	UPS 1500VA 120V	APC	SMT1500	1	$ 500.00		$ 500.00	$ -
2.05	UPS 1500VA 120V Extended Batt	APC	SMX48RMBP2U	0	$ 519.00		$ -	$ -
2.06	24 VDC Power Supply	Sola/Hevi-Duty	SDN 5-24-100p	1	$ 250.00		$ 250.00	$ -
2.07	Intrinsically Safe Barrier	Dwyer	MTL5041	2	$ 762.00		$ 1,524.00	$ -
2.08	Intrinsically Safe Relay	Ingram Products	ISR2 24-10k	6	$ 208.37		$ 1,250.22	$ -
2.09	Circuit Breakers			16	$ 85.00		$ 1,360.00	$ -
2.10	Selector Switches	GE	CR104PSM21A91	5	$ 40.20		$ 201.00	$ -
2.10	Pushbuttons	GE	CR104PBG10B1	3	$ 27.00		$ 81.00	$ -
2.11	Alarm Horn	Ametek	NT2-24D	1	$ 60.00		$ 60.00	$ -
2.12	Panel Mount Strobe (Amber)	Edwards Signali	104STA-N5	1	$ 170.00		$ 170.00	$ -
2.13	Push To Test LED	GE	CR104PLT88R	13	$ 109.00		$ 1,417.00	$ -
2.14	Relays	GE	CR420HPC022	58	$ 17.00		$ 986.00	$ -
2.14	Relay sockets	GE	CR420HA	58	$ 7.00		$ 406.00	$ -
2.15	time delay relays	Paragon	JW60-00	2	$ 131.00		$ 262.00	$ -
2.15	time delay relays, true off	Macromatic	TR-50628-08	1	$ 90.00		$ 90.00	$ -
2.15	alternating relay	Macromatic	ARP120A3R	1	$ 85.00		$ 85.00	$ -
2.16	Isolator	AGM	DIN4000-13	0	$ 171.00		$ -	$ -
2.17	Terminal Blocks: Fused	GE	451WNFB04A02G	41	$ 15.03		$ 616.21	$ -
2.18	Terminal Blocks	Square D	9080GR6	188	$ 1.60		$ 300.80	$ -
2.19	Wireways	Panduit		2	$ 180.00		$ 360.00	$ -
2.20	12.6 VAC power supply for Mission	Mission	Part No 429	1	$25.00		$ 25.00	$ -
2.21	Mission System, package w/ext	Mission	Package	1	$3,500.00		$ 3,500.00	$ -
3.00	Panel Assembly labor			109	$ 95.00		$10,355.00	$ -
	Subtotal						$47,234.33	$ 58,281.50
	Shipping			1	$ 400.00		$ 400.00	
	Contingency				10%		$ 4,723.43	
	Markup				10%		$ 5,195.78	
	Tax				0%		$ -	
	Labor Reimbursable (Travel)							$4,430.40
	Total						**$57,553.53**	**$ 62,711.90**

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GHLS12 Integration Estimate 2022-06-02
409513-13 Labor

Advanced Industrial Automation
6/2/2022

Item	Description				PM	EE	I&C	Tech	Reps	CAD	Data-base	Total Hours	Total Cost
1	**Panel Enclosure**	**42**	**$**	**6,081.18**	(hours)	(hours)	(hours)	(hours)	(hours)	(hours)	(hours)		
1.1	Control drawings 0	0	$	-									$ -
1.1.1	Scope of Work											**0**	$ -
1.1.2	Bill of Materials for control panels					0						**0**	$ -
1.1.3	Block diagrams					0				0		**0**	$ -
1.1.4	Drawings					0				0		**0**	$ -
1.2	Offsite work											**0**	$ -
1.2.1	Submittals	38	$	5,502.02									$ -
1.2.1.1	O&M manuals						30					**30**	$ **4,343.70**
1.2.1.2	Construction Schedule						2					**2**	$ **289.58**
1.2.1.3	Testing Schedule						2					**2**	$ **289.58**
1.2.1.4	Submittal Coordination						4					**4**	$ **579.16**
1.2.2	Other services	4	$	579.16									$ -
1.2.2.1	Material Acquisition											**0**	$ -
1.2.2.2	Factory demonstration test						4					**4**	$ **579.16**
													$ -
2	**PLC CPU**	**264**	**$**	**37,957.44**									$ -
2.1	PLC Programming 1	84	$	12,162.36									$ -
2.1.1	Scope of Work											**0**	$ -
2.1.2	Memory Map Development (detailed)						5					**5**	$ **723.95**
2.1.3	Programming (RTU and PLC)						73					**73**	$ **10,569.67**
2.1.4	Testing (w/ HMI and forcing)						6					**6**	$ **868.74**
2.2	Data Acquisition	0	$	-									$ -
2.2.1	Scope of Work				0							**0**	$ -
2.2.2	Database creation										0	**0**	$ -
2.2.3	Create 0 Reports										0	**0**	$ -
2.3	Startup	101	$	14,623.79									$ -
2.3.1	Install 1 PLC panels						8					**8**	$ **1,158.32**
2.3.2	Install 2 LCP panels						4					**4**	$ **579.16**
2.3.3	Setup 1 Touchpanel						4					**4**	$ **579.16**
2.3.4	Test wiring to 105 field points						11					**11**	$ **1,592.69**
2.3.5	Configure communications to PLCs and HMI						2					**2**	$ **289.58**

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GHLS12 Integration Estimate 2022-06-02
409513-13 Labor

Advanced Industrial Automation
6/2/2022

2.3.6	Start and test automated sequences				52					52	$	7,529.08
2.3.7	Configure instrumentation				12					12	$	1,737.48
2.3.8	Configure Alarm Notification System				8					8	$	1,158.32
2.4	Commissioning (test/train)	47	$	6,538.01							$	-
2.4.1	Field Acceptance Testing				7					7	$	1,013.53
2.4.2	Train operators	12	$	1,737.48						0	$	-
2.4.2.1	HMI and reports				6					6	$	868.74
2.4.2.2	Instruments and equipment				6					6	$	868.74
2.4.3	7-day Operational Test(s)				0					0	$	-
2.4.4	Final review				4					4	$	579.16
2.4.5	Alterations as required by final review				8					8	$	1,158.32
2.4.6	As builts drawings				6			6		12	$	1,470.36
2.4.7	Acceptance				4					4	$	579.16
2.5	Warranty (1 year)	32	$	4,633.28							$	-
2.5.1	Alterations and additions as requested				16					16	$	2,316.64
2.5.2	Warranty callouts				16					16	$	2,316.64
											$	-
3	**HMI** 1	**98**	**$**	**14,242.88**							$	-
3.1	Scope of Work									9	$	1,356.57
3.2	Bill of Materials for HMI				0					0	$	-
	HMI Modifications at HQ				0					0	$	-
3.3	Setup 1 HMIs				2					2	$	289.58
3.4	Create 6 screens				72					72	$	10,424.88
3.5	Test 6 screens				15					15	$	2,171.85
											$	-
4	**Telemetry and Networking**	**0**	**$**	**-**							$	-
4.1	Scope of Work									0	$	-
4.2	Bill of Materials				0					0	$	-
					PM	**EE**	**I&C**	**Tech**	**Reps**	**CAD**	**Data-base**	**Total Hours**	**Total Cost**
	Totals				**9**	**0**	**389**	**0**	**0**	**6**	**0**	**404**	$ 58,281.50
													$ -
													$ 601.62
													$ -

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GHLS12 Integration Estimate 2022-06-02
409513-13 Labor

Advanced Industrial Automation
6/2/2022

										$ -
										$ 56,323.31
										$ -
										$ 1,356.57
										$ 58,281.50
										hourly rate
					PM					$ 150.73
					EE					$ 144.79
					I&C					$ 144.79
					Tech					$ 144.79
					Reps					$ 150.00
					CAD					$ 100.27
					Database					$ 100.27
					Onsite days		**12**			
					IO Count		105			
					Mileage rate					$ 0.58
					Mileage		20			$ 278.40

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GHLS12 Integration Estimate 2022-06-02
MS1276

Advanced Industrial Automation
6/2/2022

Proposed Spec Item	Description	Manufacturer	Model Number	Quantity	Material Price Each	Labor Price Each (See Appendix)	Material Subtotals	Labor Subtotals
	LSCP-1201							
2.01	Enclosure NEMA4X 19"x17"x11"	Hoffman	RHJ1816HWPL2LG	1	$ 284.91		$ 284.91	$ -
2.01	Backpanel	Hoffman		0			$ -	$ -
2.01	Corrosion Inhibitors (60 cubic feet)	Hoffman		0			$ -	$ -
2.09	Fused Disconnect (30A)	ABB	OS30FACC12	1	$ 210.36		$ 210.36	$ -
2.09	Disconnect Door Handle	ABB	OHB65J6	1	$ 51.69		$ 51.69	$ -
2.10	Selector Switches	GE	CR104PSM21A91	1	$ 40.20		$ 40.20	$ -
2.10	Pushbuttons	GE	CR104PBG10B1	0	$ 27.00		$ -	$ -
2.11	Alarm Horn	Ametek	NT2-24D	0	$ 60.00		$ -	$ -
2.12	Motor Starter with Overload	Eaton	AN13BN0A5G020	1	$ 482.00		$ 482.00	$ -
2.13	Push To Test LED	GE	CR104PLT88R	3	$ 109.00		$ 327.00	$ -
2.14	Relays	GE	CR420HPC022	0	$ 17.00		$ -	$ -
2.14	Relay sockets	GE	CR420HA	0	$ 7.00		$ -	$ -
2.15	Runtime Meter	Trumeter	3410-2010	1	$ 21.26		$ 21.26	$ -
2.15	time delay relays, true off	Macromatic	TR-50628-08	1	$ 90.00		$ 90.00	$ -
2.15	alternating relay	Macromatic	ARP120A3R	1	$ 85.00		$ 85.00	$ -
2.17	Terminal Blocks: Fused	GE	451WNFB04A02G	1	$ 15.03		$ 15.03	$ -
2.18	Terminal Blocks	Square D	9080GR6	12	$ 1.60		$ 19.20	$ -
2.19	Wireways			0	$ 180.00		$ -	$ -
3.00	Panel Assembly labor			8	$ 95.00		$ 760.00	$ -
	Subtotal						$ 2,386.65	$ -
	Shipping			1	$ 200.00		$ 200.00	
	Contingency				10%		$ 238.66	
	Markup				10%		$ 262.53	
	Tax				0%		$ -	
	Labor Reimbursable (Mileage)							
	Total						**$ 3,087.85**	**$ -**

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GHLS12 Integration Estimate 2022-06-02
MS1277

Advanced Industrial Automation
6/2/2022

Proposed Spec Item	Description	Manufacturer	Model Number	Quantity	Material Price Each	Labor Price Each (See Appendix)	Material Subtotals	Labor Subtotals
	LSCP-1201							
2.01	Enclosure NEMA4X 19"x17"x11"	Hoffman	RHJ1816HWPL2LG	1	$ 284.91		$ 284.91	$ -
2.01	Backpanel	Hoffman		0			$ -	$ -
2.01	Corrosion Inhibitors (60 cubic feet)	Hoffman		0			$ -	$ -
2.09	Fused Disconnect (30A)	ABB	OS30FACC12	1	$ 210.36		$ 210.36	$ -
2.09	Disconnect Door Handle	ABB	OHB65J6	1	$ 51.69		$ 51.69	$ -
2.10	Selector Switches	GE	CR104PSM21A91	1	$ 40.20		$ 40.20	$ -
2.10	Pushbuttons	GE	CR104PBG10B1	0	$ 27.00		$ -	$ -
2.11	Alarm Horn	Ametek	NT2-24D	0	$ 60.00		$ -	$ -
2.12	Motor Starter with Overload	Eaton	AN13BN0A5G020	1	$ 482.00		$ 482.00	$ -
2.13	Push To Test LED	GE	CR104PLT88R	3	$ 109.00		$ 327.00	$ -
2.14	Relays	GE	CR420HPC022	0	$ 17.00		$ -	$ -
2.14	Relay sockets	GE	CR420HA	0	$ 7.00		$ -	$ -
2.15	Runtime Meter	Trumeter	3410-2010	1	$ 21.26		$ 21.26	$ -
2.15	time delay relays, true off	Macromatic	TR-50628-08	1	$ 90.00		$ 90.00	$ -
2.15	alternating relay	Macromatic	ARP120A3R	1	$ 85.00		$ 85.00	$ -
2.17	Terminal Blocks: Fused	GE	451WNFB04A02G	1	$ 15.03		$ 15.03	$ -
2.18	Terminal Blocks	Square D	9080GR6	12	$ 1.60		$ 19.20	$ -
2.19	Wireways			0	$ 180.00		$ -	$ -
3.00	Panel Assembly labor			8	$ 95.00		$ 760.00	$ -
	Subtotal						$ 2,386.65	$ -
	Shipping			1	$ 200.00		$ 200.00	
	Contingency				10%		$ 238.66	
	Markup				10%		$ 262.53	
	Tax				0%		$ -	
	Labor Reimbursable (Mileage)							
	Total						**$ 3,087.85**	**$ -**

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Spec Item	Description	Manufacturer	Model Number	Quantity	Materials Price Each	Labor Price Each	Materials Subtotals	Labor Subtotals
	Instrumentation							
2.01	Magnetic Flowmeters Sensor	Siemens	Sitrans 5100W w/6000	1	$2,778.00	$300.00	$2,778.00	$300.00
2.01	Magnetic Flowmeters Transmit	Siemens	Sitrans 5100W w/6000	1	$1,797.00		$1,797.00	
2.01	Magnetic Flowmeters Misc	Siemens	Sitrans 5100W w/6000	1	$700.00	$0.00	$700.00	$0.00
2.02	4-port Float Manifold (100 ft.)	CSI	Speed-E Connect 1053983	1	$250.83	$25.00	$250.83	$25.00
2.02	3-port Float Manifold (100 ft.)	CSI	Speed-E Connect 1052771	2	$180.51	$25.00	$361.02	$50.00
2.02	Normally Open Float (10 ft.)	CSI	Speed-E Connect 1059050	8	$57.91	$100.00	$463.28	$800.00
2.02	Sealing Plug	CSI	Speed-E Connect 1052772	3	$8.17	$0.00	$24.51	$0.00
2.02	Hook Bracket	CSI	Speed-E Connect 1052813	2	$49.66	$0.00	$99.32	$0.00
2.03	Ultrasonic Level Sensor	Pulsar	Ultra 3, dB6	1	$685.00	$50.00	$685.00	$50.00
2.03	Ultrasonic Level Controller	Pulsar	Ultra 3, dB6	1	$1,100.00	$50.00	$1,100.00	$50.00
2.03	Ultrasonic Level Misc	Pulsar	Ultra 3, dB6	1	$50.00		$50.00	
2.03	Ultrasonic Level Suite SW	Pulsar	Ultra 3, dB6	1	$385.00	$50.00	$385.00	$50.00
2.03	Ultrasonic Level Accessory 1	Pulsar	Ultra 3, dB6	1	$85.00		$85.00	
2.03	Ultrasonic Level Accessory 2	Pulsar	Ultra 3, dB6	1	$240.00		$240.00	
2.04	Combustible Gas Sensor	Drager	Polytron 8310	1	$1,820.00	$300.00	$1,820.00	$300.00
2.04	Gas Sensor Calibration	Drager	Gas	1	$150.00	$0.00	$150.00	$0.00
2.04	Gas Sensor Calibrator Kit	Drager	Kit	1	$600.00	$100.00	$600.00	$100.00
2.08	Air Flow Switch	McDonnell & Miller	AFE-1	2	$781.38	$100.00	$1,562.76	$200.00
	Subtotal						$13,151.72	$1,925.00
	Contingency			10%			$1,315.17	
	Markup			10%			$1,446.69	
	Tax			0%			$0.00	
	Total						**$15,913.58**	**$1,925.00**

City of Gig Harbor
City Council Meeting Agenda Bill

Meeting Date: July 11, 2022

SUBJECT: Approval to Rehire Lateral Police Officer Above Mid-Point of Salary Range

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

SUGGESTED MOTION: Move to authorize rehire of lateral Police Officer applicant above mid-point of current salary range.

BACKGROUND INFORMATION: The 2022 monthly salary range for a Gig Harbor Police Officer is $6575 - $7991.

Current City of Gig Harbor Personnel Regulations indicate:

> A new employee shall enter the pay range for their position at the minimum level unless the Mayor and/or the City Administrator determine that the employee's qualifications warrant a position higher in the range. A new employee shall not enter their pay range higher than mid-range unless prior approval is received from the City Council.

A former Gig Harbor Police Officer has received reinstatement via the Civil Service Commission to his former position. At the time, he was receiving a wage of $7684 (2021 Step 5). With a COLA offered to other members of the police bargaining unit in 2022, the Step 5 salary is $7991. Due to his experience with the Gig Harbor Police Department, the immediate need for personnel, and the lack of training time required to fill this position, we are requesting that the officer be reinstated at the 2022 Step 5 salary.

FISCAL CONSIDERATION: There is adequate budgetary capacity for this action.

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: N/A

ATTACHMENTS: None

STRATEGIC PLAN PRIORITY: Foster a healthy City organization

City of Gig Harbor
City Council Meeting Agenda Bill

Meeting Date: July 11, 2022

SUBJECT: Approval of Boating Safety Program Agreement with Pierce County

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

SUGGESTED MOTION: Move to authorize Chief of Police to execute Boating Safety Program Agreement with Pierce County to receive state vessel registration fees.

BACKGROUND INFORMATION: The State of Washington collects use tax as part of annual vessel registration fees. A portion of these taxes are designated to support qualified boating programs (of which the Gig Harbor Police Department is designated). These funds are to be "equitably distributed" to the qualified programs via each county. Per prior agreement, Gig Harbor receives 6% of the funds allotted to Pierce County. For 2022, this amount is $11,250. These funds are used to pay for administration and deployment of the Police Department Marine Services Unit. An annual agreement is required to be signed to receive these pass-through funds.

FISCAL CONSIDERATION: None.

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: None.

ATTACHMENTS: Boating Safety Program Agreement

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

Contract: SC-109149 Vessel Registration Fees FY2022

CITY OF GIG HARBOR
BOATING SAFETY PROGRAM AGREEMENT

This agreement entered into by the County of Pierce (COUNTY) and the City of Gig Harbor (CITY) witness that:

WHEREAS, pursuant to RCW 88.02.040, the Department of Licensing collects vessel registration fees on an annual basis, retains the first 1.1 million dollars of what was collected and then distributes the remainder to Washington Counties that have approved boating safety programs; and

WHEREAS, the County has an approved boating safety program; and

WHEREAS, the annual distribution of vessel registration fees in the amount of $187,520.20 has been received by the County; and

WHEREAS, pursuant to WAC 325.65.30, the legislative authority of each County with an approved boating safety program will be responsible for equitable distribution of funds allocated by the State Treasurer to local jurisdictions with approved boating safety programs within the County; and

WHEREAS, WAC 352.65.040, subsection #10 addresses the funding use: Limitations on use of funds. These funds are intended to increase education and enforcement efforts and to stimulate greater local participation in boating safety and are not to supplant existing local funds used for boating safety programs. The county or local jurisdiction agrees to deposit boat registration fees allocated by the state treasurer under RCW 88.02.040, into an account dedicated solely for boating safety purposes which include all activities or expenditures identified in this section.

WHEREAS, local jurisdictions offering boating safety services and desiring to receive distribution of funds must enter into a cooperative agreement with the County and receive and maintain State Park's approval for the boating safety program; and

WHEREAS, the city has received State approval of its boating safety program and is eligible to receive an equitable share of the vessel registration fees distributed to the County; and

WHEREAS, the County and the City desire to enter into a cooperative agreement;

NOW THEREFORE, in consideration of the covenants, conditions, performances and promises hereinafter contained, the parties agree as follows:

Contract: SC-109149 Vessel Registration Fees FY2022

1. The City agrees to use the funds made available under this agreement only for boating safety purposes as defined by WAC 356.65.040. The City further agrees to use the funds to increase boating safety education and enforcement efforts and to stimulate greater local participation in boating safety, but not to use the funds to supplant existing boating funding.

2. The City agrees to operate its boating safety programs in compliance with the State's program requirements and to comply with all applicable federal, state and local laws in performing any activities resulting from the use of the funds distributed under this agreement.

3. The City agrees to submit an annual report of activities performed and participate in state-wide boating surveys as required by State parks. Additionally, in accordance with WAC 352.65.060, an annual program assessment and report of activities of the local jurisdiction boating safety program approval.

4. The County and the City agree that the City's equitable share of vessel registration fees is **$11,250**. The County agrees to deliver to the City Treasurer a check in that amount. WAC 352-65-040 subsection #10 addresses the funding use*: Limitations on use of funds. These funds are intended to increase education and enforcement efforts and to stimulate greater local participation in boating safety and are not to supplant existing local funds used for boating safety programs. The county or local jurisdiction agrees to deposit boat registration fees allocated by the state treasurer under RCW 88.02.040, into an account dedicated solely for boating safety purposes which include all activities or expenditures identified in this section.*

5. No changes or additions shall be made to this agreement except as agreed by both parties and reduced to writing and executed with the same formalities as are required by the execution of this agreement.

6. The laws of the State of Washington shall govern this agreement. The parties stipulate that any lawsuit regarding this agreement must be brought in Pierce County Washington.

7. Should any clause, phrase, sentence or paragraph of this agreement be declared invalid or void, the remaining provision of this agreement shall remain in full force and effect.

Contract: SC-109149 Vessel Registration Fees FY2022

8. This agreement shall take effect upon the signature of both parties and shall remain in effect until **December 31, 2022,** unless sooner extended by written agreement of the parties.

End of agreement. Signature page immediately following.

Vessel Registration Fees FY2022
SC-109149

IN WITNESS WHEREOF, the parties have executed this agreement on the date(s) indicated below:

CONTRACTOR

Contractor signature Date

Title of signatory Authorized by Bylaw

Kelly Busey
Name

Address

City, State, ZIP

Contact Name

Email

Phone

DUNS Number

PIERCE COUNTY:
Approved as to legal form only:

Deputy Prosecuting Attorney Date

Approved:

Finance Director

Department Director

Pierce County Executive

City of Gig Harbor
City Council Meeting Agenda Bill

Meeting Date: July 11, 2022

SUBJECT: Resolution 1254 Setting a Public Hearing for the Vacation of a Portion of Hall Street

SUBMITTED BY: Jeff Langhelm, PE, Public Works Director
DEPARTMENT: Public Works **PHONE:** 253-853-7630

SUGGESTED MOTION: Move to approve Resolution 1254

BACKGROUND INFORMATION: The City received a letter from Richard and Kathleen Pifer, owners of 9322 Milton Avenue, Parcel No. 2260000369, petitioning the City to vacate a portion of Hall Street in accordance with GHMC 12.14.002.

The proposed 60-ft. right-of-way of Hall Street is situated in the Artena Plat Addition to Gig Harbor recorded August 23, 1890 in Volume 5 of Plats, Page 68. This portion of Hall Street lies within a Non-User Statute area as described in state law and GHMC 12.14.018C. The Non-User Statute are areas of the City that were platted prior to 1891 and are required by state law to vacate right-of-way back to the adjacent property owner if requested. This vacation would require the owners to provide an easement to the City for the existing public utilities located within the proposed vacated area.

A public hearing and first reading of the ordinance must occur to be considered and thus is proposed for Council's meeting on August 8, 2022.

FISCAL CONSIDERATION: The processing fee has been paid in accordance with GHMC 12.14.004.

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: None.

ATTACHMENTS: Resolution 1254

STRATEGIC PLAN PRIORITY: N/A

RESOLUTION 1254

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, SETTING A PUBLIC HEARING FOR THE VACATION OF A PORTION OF HALL STREET.

WHEREAS, Richard and Kathleen Pifer desire to initiate the procedure for the vacation of a portion of Hall Street, a portion of the original Plat of the Artena, recorded in the records of Pierce County August 23, 1890, Volume 5 of Plats, Page 68; and

WHEREAS, this portion of Hall Street lies within a Non-User Statute area as described in state law and GHMC 12.14.018C and the Non-User Statute are areas of the City that were platted prior to 1891 and are required by state law to vacate right-of-way back to the adjacent property owner if requested; and

WHEREAS, this vacation would require the owners to provide an easement to the City for the existing public utilities located within the proposed vacated area;

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

Section 1. A public hearing upon said street vacation shall be held in the council chambers of Gig Harbor Civic Center on Monday, August 8, 2022, at 5:30 p.m., at which hearing all persons interested in said street vacation are invited to appear.

Section 2. The City Clerk is directed to post notices of the hearing in three public places and on the street to be vacated and to mail notices to all owners of any property abutting the portion of street to be vacated, pursuant to RCW 35.79.020.

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

_____
Tracie Markley
Mayor

Attest:

_____
Joshua Stecker, CMC
City Clerk

City of Gig Harbor
City Council Meeting Agenda Bill

Meeting Date: July 11, 2022

SUBJECT: Easements for Pleasurecraft Marina

SUBMITTED BY: Jeff Langhelm, PE, Public Works Director
DEPARTMENT: Public Works **PHONE:** 253-853-7630

SUGGESTED MOTION: Move to authorize the Mayor to execute two easement agreements with Pleasurecraft Marina.

BACKGROUND INFORMATION: Since 2015 Pleasurecraft Marina began advancing conceptual redevelopment designs of their upland site that included required public shoreline access and direct access to Jerisich Dock at Skansie Park. In June 2018 the City's Hearing Examiner approved a site plan for Pleasurecraft Marina with a condition that the required public access include steps and a landing connecting the Pleasurecraft Marina site to the City's Jerisich Dock. The Hearing Examiner's decision was a culmination of multiple public meetings on this topic including the May 2, 2018 Parks Commission action to support the stairs, a presentation on this topic at the May 14, 2018 Public Works Committee, and City Council action at the May 29, 2018 Council Meeting to approve the stairs. The May 29 Council action included direction for "…Staff to return to Council with appropriate legal documentation regarding rights and responsibilities."

The developer of Pleasurecraft Marina has received all necessary land use permits to perform the site work and is now requesting approval of the required easements from the City to complete their work. These easements include two permanent easements for Pleasurecraft Marina to operate and maintain their infrastructure on City property. One easement would allow Pleasurecraft Marina to continue to operate and maintain an existing bulkhead that was inadvertently originally constructed on City property. The other easement would allow Pleasurecraft Marina to install, maintain, and operate the stairs discussed above.

FISCAL CONSIDERATION: These easements require Pleasurecraft Marina to maintain their facilities installed within the easement and remove the facilities (temporarily or permanently) at their cost.

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: None.

ATTACHMENTS: Easements with Pleasurecraft Marina to install, operate and maintain infrastructure on City property.

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

File for record and return to:
William T. Lynn
Gordon Thomas Honeywell LLP
PO Box 1157
Tacoma, WA 98402

TEMPORARY CONSTRUCTION AND PERMANENT EASEMENT AGREEMENT

Grantor: City of Gig Harbor, a Washington municipal corporation
Grantee: Richard H. Shaw, a married man, as his separate property
Legal Description (abbreviated): A PORTION OF GOV LOT 2 IN THE NE ¼ OF THE NW ¼ OF SEC 8 & GOVERNMENT LOT 7 IN THE SE ¼ OF THE SW ¼ OF SECTION 5, BOTH IN TWP 21N, RNG 2E
Additional legal(s) on page ____.
Assessor's Tax Parcel ID#: 0221082232 and 7650000020

THIS TEMPORARY CONSTRUCTION AND PERMANENT EASEMENT AGREEMENT (the "Easement Agreement") is made this _____ day of _____, 2022, by and between **City of Gig Harbor, a Washington municipal corporation**, ("Grantor") and **Richard H. Shaw,** ("Grantee").

Grantor is the owner of Pierce County Parcel Number 0221082232 and legally described on **Exhibit A.**

Grantee is the owner of Pierce County Parcel Number 7650000020 and legally described on **Exhibit B.**

Grantor and Grantee hereby agree as follows:

1. Grant of Temporary Construction Easement. Grantor hereby grants to Grantee a temporary construction easement ("TCE") through, over and across the real property described on the attached **Exhibit C,** (the "Easement Area"). A drawing showing the size, configuration and location of the Easement Area is attached as **Exhibit D**. The TCE shall be used for the construction of a stairway located on Grantor's property in connection with improvements to Grantee's property.

2. Purpose of Temporary Construction Easement. The purpose of the TCE is to allow Grantee to construct a stairway on Grantor's property, providing access between the public dock on the Grantor's Property and the improvements on the Grantee's Property.

3. Termination. This TCE shall terminate on the earlier of: (i) completion of the stairway work; or (ii) December 31, 2023, unless mutually extended by the parties in writing.

4. Grant of Permanent Stair Easement. Grantor hereby grants to Grantee for the benefit of the Grantee's Property a non-exclusive permanent easement ("Stair Easement") through, over and across the real property described on the attached **Exhibit E,** (the "Stair Easement Area"). A drawing showing the size, configuration and location of the Stair Easement Area is attached as **Exhibit F**. The Stair Easement is limited to the stairway to be constructed on Grantor's property, providing access between the public Dock on the Grantor's Property and the improvements on the Grantee's Property.

5. Purpose of Stair Easement. The purpose of the Stair Easement is to allow use of the stairway by Grantee and his/her tenants along with their guests, employees and invitees for ingress and egress between the City dock and the Grantee's Property. The Grantee may gate or otherwise restrict access to the stairs so long as any gate or other restrictive improvements are located on Grantee's Property.

6. Grantee Maintenance. Grantee shall maintain the Stair Easement Area in a reasonably prudent manner consistent with the standard for commercial properties.

7. Consideration. The consideration for the grant of the easements is enhanced public access to the shoreline and other public benefits that will result from Grantee's overall shoreline project.

8. Restoration of Easement Area. Following completion of the temporary work, Grantee shall restore the Easement Area to a condition comparable to its original condition when the work commenced, taking into consideration that construction of a new stairway will modify the Easement Area.

9. Use by Grantor. Grantee warrants that Grantor will have access to the Easement Area at all times for itself, its employees, and its vendors, as well as the public to the extent consistent with safety and normal construction practices.

10. Grantor's Maintenance of Grantor's Facilities. At the Grantor's request, Grantee will coordinate with the Grantor on the Grantor's maintenance of the Grantor's facilities. This coordination will be at no cost to the Grantor and may include temporary removal of Grantee's facilities.

11. Release and Indemnity. Grantee agrees to indemnify Grantor from and against any and all claims of liability, loss, damage, expense or actions asserted or arising directly or indirectly from acts or omissions of Grantee and/or its servants, agents, employees, licensees or contractors, in the exercise of the rights granted under this Easement Agreement.

12. Liens. Grantee agrees to pay within thirty (30) days of notice, any lien(s) arising directly or indirectly from acts or omissions of Grantee and/or its servants, agents, employees, licensees and contractors in the exercise of the rights granted under this Easement Agreement; or alternatively, to promptly arrange for the removal of the lien(s) by establishing an escrow account and depositing a sum of money equal to one hundred fifty percent (150%) of the amount of the lien(s) if the lien(s) is or are disputed by Grantee.

13. Attorney Fees. In the event that any legal proceeding is initiated by either party to this Easement Agreement in order to enforce compliance with any of its terms and conditions, the prevailing party shall be entitled to reimbursement for all costs and reasonable attorney fees incurred, including any costs and reasonable attorney fees incurred on appeal.

14. Binding Effect. This Easement Agreement shall be binding on and inure to the benefit of the parties and upon their heirs, personal representatives, administrators, devisees, or successors and assigns.

15. Merger. All prior contemporaneous agreements, promises, representations and statements relative to this Easement Agreement are merged into this Easement Agreement, which embodies the entire understanding of the parties and may not be modified without a written amendment executed by both parties.

16. Governing Law. This Easement Agreement shall be governed and construed in accordance with the laws of the State of Washington.

17. Venue. Venue for any cause of action arising out of this Easement Agreement shall be in Pierce County, Washington.

GRANTOR:

CITY OF GIG HARBOR, a Washington municipal corporation

Dated: _____, 2022

By: _____

Its: _____

GRANTEE:

RICHARD H. SHAW

Dated: 11.27.22, 2022

STATE OF WASHINGTON)
) ss.
County of Pierce)

On this day personally appeared before me _____ to me known to be the _____ of the City of Gig Harbor and who executed the within and foregoing instrument, and acknowledged that he/she signed the same for and on behalf of said municipality, being authorized to do so, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 2022.

_____
Type/Print Name:_____
Notary Public in and for the State of Washington
residing at _____

My Commission expires _____

STATE OF WASHINGTON)
) ss.
County of Pierce)

On this day personally appeared before me Richard H. Shaw to me known to be the individual described in and that executed the within and foregoing instrument, and acknowledged said instrument to be his free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

GIVEN under my hand and official seal this 27th day of June, 2022.

AMANDA CHAPMAN
NOTARY PUBLIC
STATE OF WASHINGTON
COMM. NO. 201615
MY COMM. EXP. 05-27-24

Amanda Chapman
Type/Print Name: Amanda Chapman
Notary Public in and for the State of Washington
residing at 3510 Grandview St

My Commission expires 5·27·24

EXHIBIT "A"
Grantor Legal Description

PARCEL A OF DECLARATION OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER FILE NUMBER 20040602505, RECORDS OF PIERCE COUNTY, WASHINGTON.

EXHIBIT "B"
Grantee Legal Description

LOTS 3, 4, 5 AND 6 OF SKANSIE ADDITION, ACCORDING TO PLAT RECORDED IN BOOK 13 OF PLATS, PAGE 42, RECORDS OF PIERCE COUNTY;

TOGETHER WITH TIDELANDS OF THE SECOND CLASS, AS CONVEYED BY THE STATE OF WASHINGTON, ABUTTING THEREON.

EXCEPT THAT PORTION CONVEYED TO THE CITY OF GIG HARBOR, BY INSTRUMENT RECORDED SEPTEMBER 5, 2000 UNDER RECORDING NO. 200009050308.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

EXHIBIT "C"
Temporary Construction Easement Area Legal Description

A PORTION OF GOVERNMENT LOT 7 IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TWP 21N, RNG 2E, W.M. IN THE CITY OF GIG HARBOR, WASHINGTON DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL A OF DECLARATION OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER FILE NUMBER 20040602505, RECORDS OF PIERCE COUNTY, WASHINGTON;
THENCE ALONG THE NORTHWESTERLY LINE OF SAID PARCEL NORTH 37°41'05" EAST 51.51 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING NORTH 37°41'05" EAST 70.94 FEET;
THENCE SOUTH 52°18'55" EAST 4.00 FEET;
THENCE SOUTH 37°41'05" WEST 44.00 FEET;
THENCE SOUTH 52°13'39" EAST 5.00 FEET;
THENCE SOUTH 37°41'05" WEST 13.00 FEET;
THENCE NORTH 52°13'39" WEST 5.00 FEET;
THENCE SOUTH 37°41'05" WEST 13.94 FEET;
THENCE NORTH 52°18'55" WEST 4.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT "D"
Easement Area Depiction

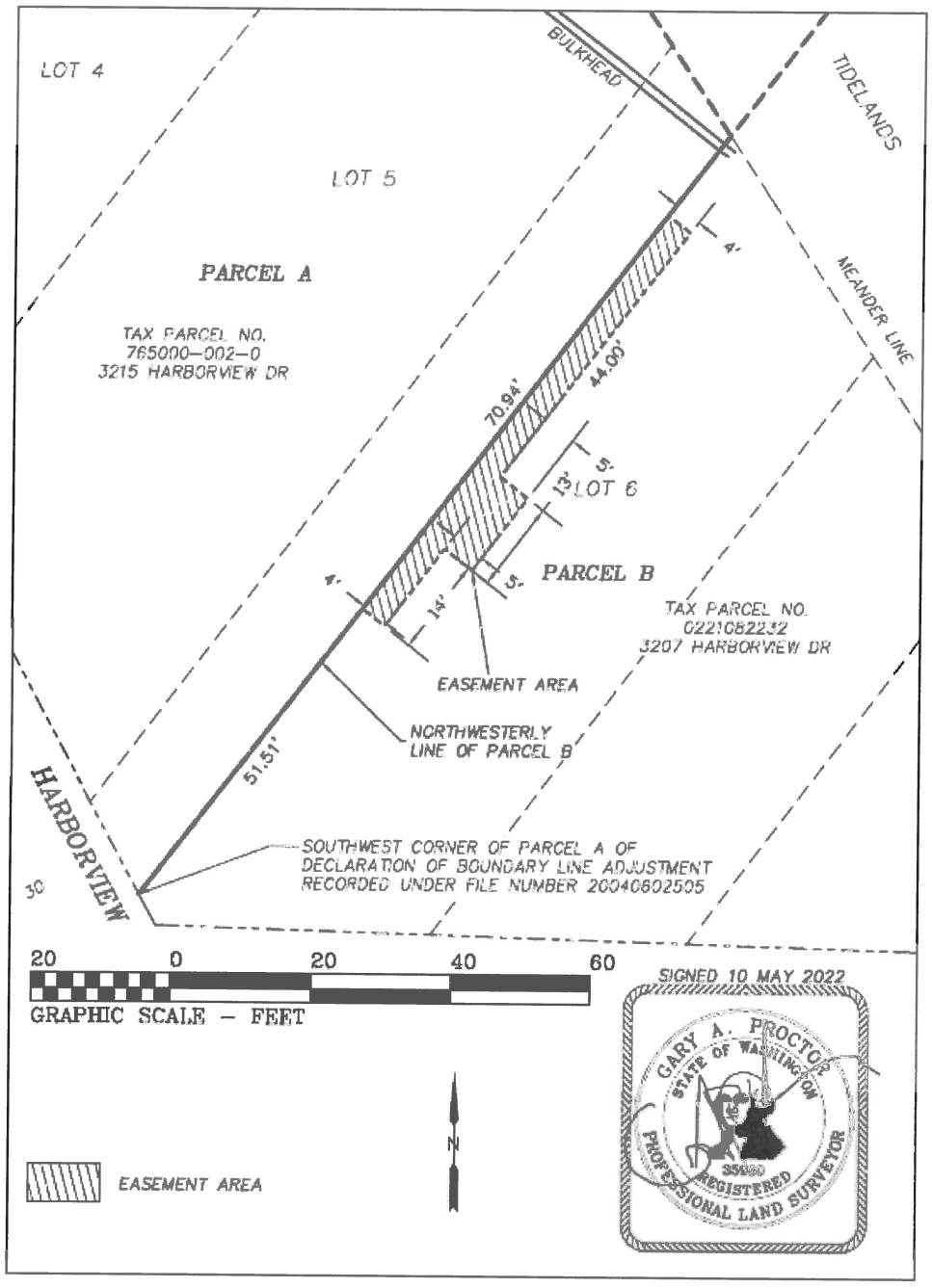
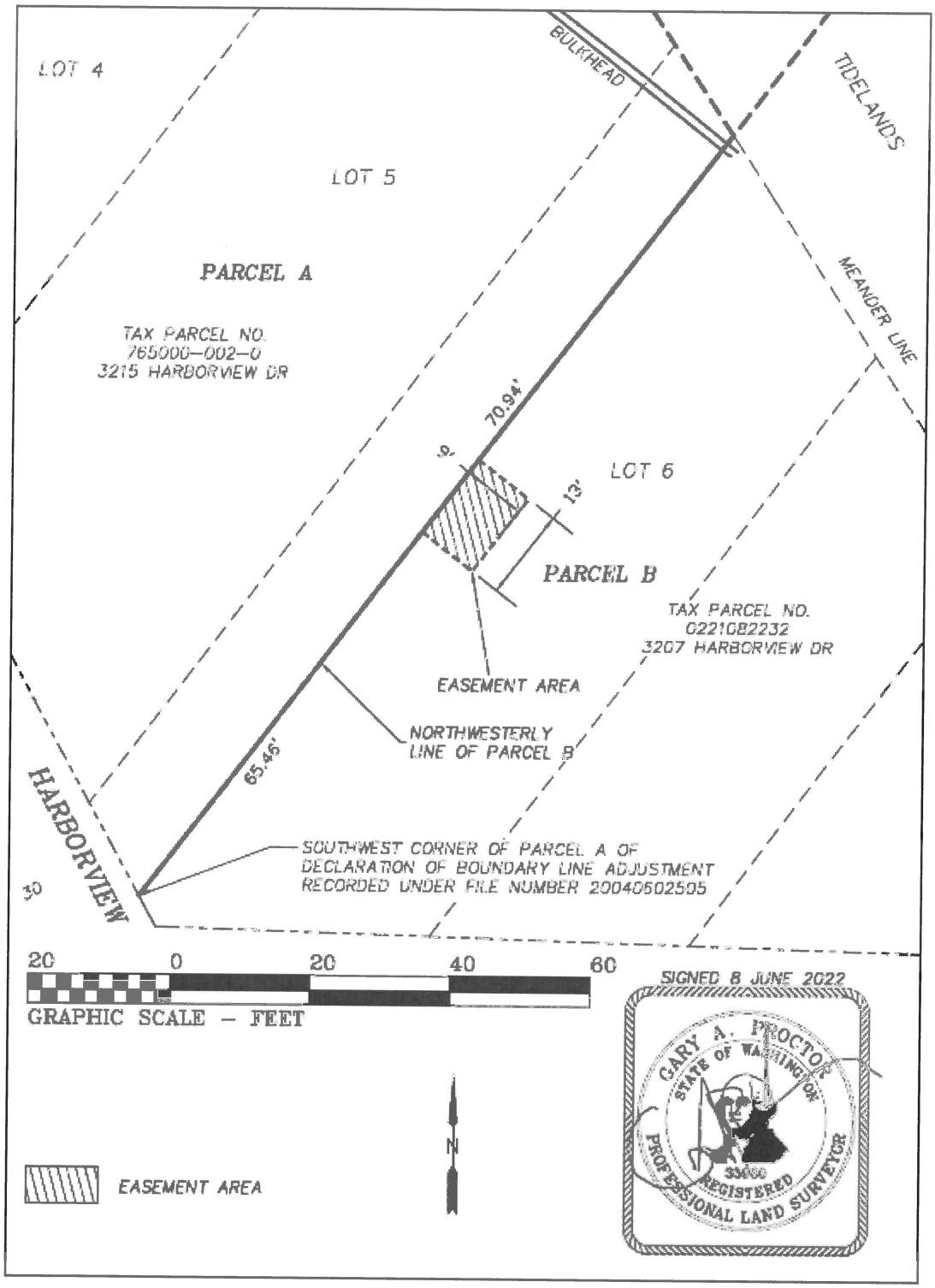


EXHIBIT "E"
Stair Easement Area Legal Description

A PORTION OF GOVERNMENT LOT 7 IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TWP 21N, RNG 2E, W.M. IN THE CITY OF GIG HARBOR, WASHINGTON DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL A OF DECLARATION OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER FILE NUMBER 20040602505, RECORDS OF PIERCE COUNTY, WASHINGTON;
THENCE ALONG THE NORTHWESTERLY LINE OF SAID PARCEL NORTH 37°41'05" EAST 65.46 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING NORTH 37°41'05" EAST 13.00 FEET;
THENCE SOUTH 52°13'39" EAST 9.00 FEET;
THENCE SOUTH 37°41'05" WEST 13.00 FEET;
THENCE NORTH 52°13'39" WEST 9.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT "F"
Stair Easement Area Depiction



File for record and return to:
William T. Lynn
Gordon Thomas Honeywell LLP
PO Box 1157
Tacoma, WA 98402

EASEMENT AGREEMENT

Grantor: City of Gig Harbor, a Washington municipal corporation
Grantee: Richard H. Shaw, a married man, as his separate property
Legal Description (abbreviated): A PORTION OF GOV LOT 2 IN THE NE ¼ OF THE NW ¼ OF SEC 8 & GOVERNMENT LOT 7 IN THE SE ¼ OF THE SW ¼ OF SECTION 5, BOTH IN TWP 21N, RNG 2E
Additional legal(s) on page ____.
Assessor's Tax Parcel ID#: 0221082232 and 7650000020

THIS EASEMENT AGREEMENT (the "Easement Agreement") is made this 27th day of June, 2022, by and between **City of Gig Harbor, a Washington municipal corporation**, ("Grantor") and **Richard H. Shaw,** ("Grantee").

Grantor is the owner of Pierce County Parcel Number 0221082232 and legally described on **Exhibit A.**

Grantee is the owner of Pierce County Parcel Number 7650000020 and legally described on **Exhibit B.**

Grantor and Grantee hereby agree as follows:

1. Granting Permanent Exclusive Easement. Grantor hereby grants to Grantee an exclusive permanent easement ("Bulkhead Easement") through, over and across the Easement Area. The Bulkhead Easement is limited to the remaining existing bulkhead on Grantor's property that is landward of the 37 feet of bulkhead recently removed or to be removed by Grantee under the terms of a Temporary Construction Easement recorded under Pierce County Auditors' No. _____. The area on which the bulkhead is located is legally described on Exhibit C and depicted on Exhibit D and referred to here as the "Easement Area".

2. Purpose of Easement. The purpose of the Easement Agreement is to allow Grantee ongoing use of the remaining bulkhead.

3. Maintenance. Grantee shall maintain the bulkhead and Easement Area in a reasonably prudent manner consistent with the standard for urban shoreline properties. If the bulkhead requires replacement, it shall at that time be relocated onto Grantee's Property and

Grantee's Property restored to a safe and stable condition. Upon the completion of that relocation and restoration work this Easement Agreement shall automatically terminate.

4. Consideration. The consideration for the grant of the Bulkhead Easement is Grantee's promise to relocate in the future and other public benefits that will result from Grantee's overall shoreline project.

5. Use by Grantor. Grantee warrants that Grantor will have access to the Easement Area at all times for itself, its employees and its contractors and agents.

6. Release and Indemnity. Grantee agrees to indemnify Grantor from and against any and all claims of liability, loss, damage, expense or actions asserted or arising directly or indirectly from acts or omissions of Grantee and/or its servants, agents, employees, licensees or contractors, in the exercise of the rights granted under this Easement Agreement.

7. Liens. Grantee agrees to pay within thirty (30) days of notice, any lien(s) arising directly or indirectly from acts or omissions of Grantee and/or its servants, agents, employees, licensees and contractors in the exercise of the rights granted under this Easement Agreement; or alternatively, to promptly arrange for the removal of the lien(s) by establishing an escrow account and depositing a sum of money equal to one hundred fifty percent (150%) of the amount of the lien(s) if the lien(s) is or are disputed by Grantee.

8. Attorney Fees. In the event that any legal proceeding is initiated by either party to this Easement Agreement in order to enforce compliance with any of its terms and conditions, the prevailing party shall be entitled to reimbursement for all costs and reasonable attorney fees incurred, including any costs and reasonable attorney fees incurred on appeal.

9. Binding Effect. This Easement Agreement shall be binding on and inure to the benefit of the parties and upon their heirs, personal representatives, administrators, devisees, or successors and assigns.

10. Merger. All prior contemporaneous agreements, promises, representations and statements relative to this Easement Agreement are merged into this Easement Agreement, which embodies the entire understanding of the parties and may not be modified without a written amendment executed by both parties.

11. Governing Law. This Easement Agreement shall be governed and construed in accordance with the laws of the State of Washington.

12. Venue. Venue for any cause of action arising out of this Easement Agreement shall be in Pierce County, Washington.

GRANTOR:

CITY OF GIG HARBOR, a Washington municipal corporation

Dated: _____, 2022

By:_____

_____

Its: _____

GRANTEE:

_____

RICHARD H. SHAW

Dated: 6·27·22, 2022

STATE OF WASHINGTON)
) ss.
County of Pierce)

On this day personally appeared before me _____ to me known to be the _____ of the City of Gig Harbor and who executed the within and foregoing instrument, and acknowledged that he/she signed the same for and on behalf of said municipality, being authorized to do so, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 2022.

_____
Type/Print Name:_____
Notary Public in and for the State of Washington
residing at _____

My Commission expires _____

STATE OF WASHINGTON)
) ss.
County of Pierce)

On this day personally appeared before me Richard H. Shaw to me known to be the individual described in and that executed the within and foregoing instrument, and acknowledged said instrument to be his free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

GIVEN under my hand and official seal this 27th day of June, 2022.

AMANDA CHAPMAN
NOTARY PUBLIC
STATE OF WASHINGTON
COMM. NO. 201615
MY COMM. EXP. 05-27-22

Amanda Chapman
Type/Print Name: Amanda Chapman
Notary Public in and for the State of Washington
residing at 3510 Grandview St

My Commission expires 5.27.22

EXHIBIT "A"
Grantor Legal Description

PARCEL A OF DECLARATION OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER FILE NUMBER 20040602505, RECORDS OF PIERCE COUNTY, WASHINGTON.

EXHIBIT "B"
Grantee Legal Description

LOTS 3, 4, 5 AND 6 OF SKANSIE ADDITION, ACCORDING TO PLAT RECORDED IN BOOK 13 OF PLATS, PAGE 42, RECORDS OF PIERCE COUNTY;

TOGETHER WITH TIDELANDS OF THE SECOND CLASS, AS CONVEYED BY THE STATE OF WASHINGTON, ABUTTING THEREON.

EXCEPT THAT PORTION CONVEYED TO THE CITY OF GIG HARBOR, BY INSTRUMENT RECORDED SEPTEMBER 5, 2000 UNDER RECORDING NO. 200009050308.

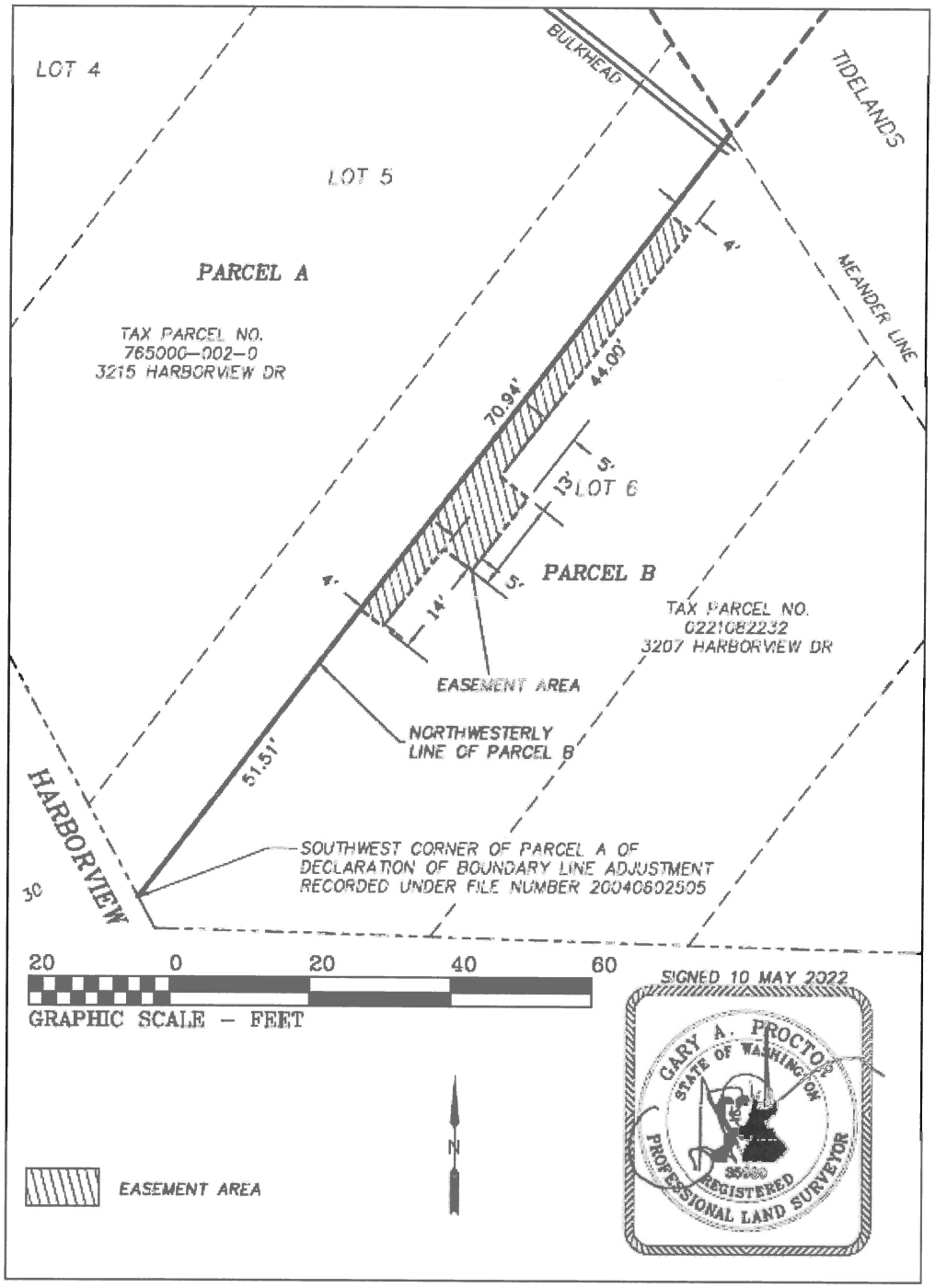
SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

EXHIBIT "C"
Easement Area Legal Description

A PORTION OF GOVERNMENT LOT 7 IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TWP 21N, RNG 2E, W.M. IN THE CITY OF GIG HARBOR, WASHINGTON DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL A OF DECLARATION OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER FILE NUMBER 20040602505, RECORDS OF PIERCE COUNTY, WASHINGTON;
THENCE ALONG THE NORTHWESTERLY LINE OF SAID PARCEL NORTH 37°41'05" EAST 51.51 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING NORTH 37°41'05" EAST 70.94 FEET;
THENCE SOUTH 52°18'55" EAST 4.00 FEET;
THENCE SOUTH 37°41'05" WEST 44.00 FEET;
THENCE SOUTH 52°13'39" EAST 5.00 FEET;
THENCE SOUTH 37°41'05" WEST 13.00 FEET;
THENCE NORTH 52°13'39" WEST 5.00 FEET;
THENCE SOUTH 37°41'05" WEST 13.94 FEET;
THENCE NORTH 52°18'55" WEST 4.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT "D"
Easement Area Depiction



PROCLAMATION OF THE MAYOR
OF THE CITY OF GIG HARBOR

WHEREAS, the Gig Harbor Sportsman's Club was formally incorporated as a not-for-profit in 1947 by a group of Gig Harbor residents, many of whom were descended from Gig Harbor's pioneering immigrant families and veterans of World War II; and

WHEREAS, the Sportsman's Club has owned the land where the club now stands since its inception, constructing the clubhouse in 1950 and continuously adding improvements including Olympic event-aligned rifle and pistol ranges, trap fields, and archery ranges; and

WHEREAS, the Sportsman's Club has grown its membership from an initial 125 members to over 2,000 current members (including 500 family memberships); and

WHEREAS, the Sportsman's Club performs a vital service to the community by providing education and safety trainings, with over 200 firearms trainings provided annually, self-defense training in collaboration with the Well-Armed Woman Organization, and training over 4,000 people in Washington State's required hunter education program; and

WHEREAS, the Sportsman's Club considers itself a service organization by holding many community events and fundraisers each year for worthy causes and providing scholarships to high school students; and

WHEREAS, the City values and endorses the Sportsman's Club's Missions Statement: "To provide a facility and organization that safely, enjoyably, and economically allows our members, guests, and our community to participate in the shooting sports and fellowship of the Club;"

NOW, THEREFORE, I, Tracie Markley, Mayor of the City of Gig Harbor, recognize July 11, 2022, as the

75th Anniversary of the Gig Harbor Sportsman's Club

and encourage all residents to join me in celebrating this monumental occasion, thanking the members of the club for their positive impact on the City throughout the last 75 years. In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 11th day of July, 2022.

_____ _____

Tracie Markley, Mayor Date

City of Gig Harbor
City Council Meeting Agenda Bill

Meeting Date: July 11, 2022

SUBJECT: First Reading and Adoption of Ordinance 1490 Relating to Stormwater Source Control Program for Existing Development Contained in Gig Harbor Municipal Code Chapter 14.20

SUBMITTED BY: Brienn Ellis, Stormwater Engineering Technician
DEPARTMENT: Public Works **PHONE:** 253-853-2646

SUGGESTED MOTION: Move to approve Ordinance 1490

BACKGROUND INFORMATION: The City of Gig Harbor is mandated under the Western Washington Phase II Municipal Stormwater Permit. Within the 2019 permit are new requirements focusing on stormwater source control.

The Source Control Program for Existing Development (Section S5.C.8) requires the City to implement a program to prevent and reduce pollutants in runoff from areas that discharge to the stormwater system. Implementation of the program must include the following steps:

- Adopt an ordinance
- Establish a business inventory
- Create inspection program
- Develop enforcement policy
- Staff training

The first step, adopting an ordinance, will be met by the proposed Ordinance 1490. The topic was presented to City Council at a study session on April 14. Staff received input to move forward with the ordinance.

FISCAL CONSIDERATION: None

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: None.

ATTACHMENTS: Ordinance 1490

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

ORDINANCE 1490

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO STORMWATER SOURCE CONTROL PROGRAM FOR EXISTING DEVELOPMENT CONTAINED IN GIG HARBOR MUNICIPAL CODE CHAPTER 14.20; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Gig Harbor (the "City") is regulated under the Washington State Department of Ecology's Western Washington Phase II Municipal Stormwater Permit (the "Permit"); and

WHEREAS, the Permit requires implementation of Source Control Program for Existing Development that prevents and reduce pollutants in runoff areas that discharge to municipal stormwater system; and

WHEREAS, the City shall adopt and make effective an ordinance(s) requiring the application of source control BMPs for pollutant generating sources associated with existing land uses and activities no later than August 1, 2022; and

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

Section 1. Gig Harbor Municipal Code Section 14.20.155 created. Section 14.20.155 Source Control Program of the Gig Harbor Municipal Code is hereby created as follows:

14.20.155 Source Control Program

All pollution generating sources associated with existing land uses and activities, as defined in Appendix 8 of the 2019 Western Washington Phase II Municipal Stormwater Permit, must implement applicable operational source control BMPs as specified in the Ecology Manual in order to prevent pollutants from entering the City's stormwater drainage system. Should applicable operational source control BMPs fail to prevent illicit discharges or allow violations of surface, groundwater, or sediment management standards, applicable structural source control BMPs or applicable treatment BMPs shall be implemented. In cases where the manual(s) lack guidance for a specific source of pollutants, the City shall work with the owner/operator to implement or adapt BMPs based on the best professional judgement of the City.

Section 2. Severability. If any one or more section, subsections, or sentences of this ordinance are held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this ordinance and the same shall remain in full force and effect.

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

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

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

_____
Tracie Markley
Mayor

Approved as to form:

_____
Daniel Kenny
City Attorney

Attest:

_____
Joshua Stecker, CMC
City Clerk

City of Gig Harbor
City Council Meeting Agenda Bill

Meeting Date: July 11, 2022

SUBJECT: First Reading of Ordinance 1491 Granting Verizon Wireless Franchise

SUBMITTED BY: Jeff Langhelm, PE, Public Works Director
DEPARTMENT: Public Works **PHONE:** 253-853-7630

SUGGESTED MOTION: None. Ordinance will be considered for adoption at second reading.

BACKGROUND INFORMATION: The City is authorized through state and federal statues to grant and renew telecommunications franchises for the installation, operation, and maintenance of telecommunication systems. The City's authority to grant franchises for the use of its streets and other public properties is contained within RCW 35A.47.040 and Chapter 12.18 GHMC. These franchises, including franchises for telecommunications services, allow the City to regulate services within the City boundaries through its authority over its public rights-of-way and by other City powers and authority.

Verizon Wireless has requested that the City Council grant it a nonexclusive telecommunications franchise agreement for fiber optic cable, small wireless facilities, and other related facilities. Verizon Wireless desires to provide telecommunications services and to construct, operate and maintain a telecommunications system within the City's rights-of-way and therefore the City requires a telecommunications franchise. Verizon Wireless is an infrastructure provider that may provide both the backhaul fiber/cable to small wireless facilities as well as construct the infrastructure to operate the small wireless facility. Additional permits, including encroachment permits, will be required prior to the installation of any telecommunications equipment. City Staff has worked with the City Attorney's office to prepare the attached ordinance and franchise agreement for consideration by the City Council.

The City granted a similar franchise agreement to ExteNet System through Ordinance 1440 in 2020, which allowed the installation of small wireless facilities. The proposed Verizon Wireless franchise will also allow the installation of small wireless facilities. Specifically, see small wireless references in Sections 2.2, 5, 6, 7.1, 8.5, 15, and 34 of the agreement.

FISCAL CONSIDERATION: Verizon Wireless will reimburse the City Attorney's office fees for the preparation of the franchise agreement for council consideration and any third-party fees burdened by the City and associated with their operation. Additionally, Verizon Wireless will pay all fees for any necessary encroachment permits.

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: This specific franchise agreement has not been presented to a City commission or committee as it is

consistent with previously approved franchise agreements and the City cannot show prejudice to one wireless provider over another wireless provider.

ATTACHMENTS: Ordinance 1491

STRATEGIC PLAN PRIORITY: Promote and enhance a dynamic and robust economy

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ORDINANCE NO. 14xx

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, GRANTING TO SEATTLE SMSA LIMITED PARTNERSHIP dba VERIZON WIRELESS AND ITS AFFILIATES, SUCCESSORS AND ASSIGNS, THE RIGHT, PRIVILEGE, AUTHORITY AND NONEXCLUSIVE FRANCHISE FOR FIVE YEARS, TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE AND REPAIR A TELECOMMUNICATIONS NETWORK, IN, ACROSS, OVER, ALONG, UNDER, THROUGH AND BELOW CERTAIN DESIGNATED PUBLIC RIGHTS-OF-WAY OF THE CITY OF GIG HARBOR, WASHINGTON

WHEREAS, Seattle SMSA Limited Partnership dba Verizon Wireless (hereinafter the "Franchisee"), has requested that the Gig Harbor City Council grant a nonexclusive franchise (this "Franchise"), and

WHEREAS, the City Council has the authority to grant franchises for the use of its streets and other public properties pursuant to RCW 35A.47.040; and

WHEREAS, the provisions of the Franchise were considered by the City Council on two separate council meetings, with a first reading, public hearing and final consideration in accordance with said statute.

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

Section 1 Franchise Granted.

Section 1.1 Pursuant to RCW 35A.47.040, the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), hereby grants to the Franchisee, its affiliates, heirs, successors, legal representatives and assigns, subject to the terms and conditions hereinafter set forth, a Franchise for a period of five (5) years, beginning on the effective date of this ordinance set forth in Section 39 herein. This Franchise will automatically renew for an additional five (5) year period, unless Franchisee provides to the City at least ninety (90) days' written notice of its intent not to renew.

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Section 1.2 This Franchise grants Franchisee the right, privilege, and authority to construct, operate, maintain, replace, relocate, repair, upgrade, remove, restore, acquire, sell, lease and use all necessary Facilities for a telecommunications network, in, under, on, across, over, through, along or below the public Rights-of-Ways located in the City, as approved pursuant to City codes and City permits issued pursuant to this Franchise. Public "Rights-of-Way" means land acquired or dedicated for public roads and streets, but does not include: WSDOT managed state highways; land dedicated for roads, streets, and highways not opened and not improved for motor vehicle use by the public; federally granted trust lands or forest board trust lands; lands owned or managed by the state parks and recreation commission; or federally granted railroad rights-of-way acquired under 43 U.S.C. Sec. 912 and related provisions of federal law that are not open for motor vehicle use. Rights-of-Way for the purpose of this Franchise do not include: buildings, other City-owned physical facilities, parks, poles, conduits, fixtures, real property or property rights owned by the City, or similar facilities or property owned by or leased to the City. Franchisee is still required to obtain a lease or similar agreement for the usage of any City or third party owned poles, conduit, fixtures, or structures.

Section 1.3 This Franchise terminates without further action by the City, notice of default, or opportunity to cure, if Franchisee fails to submit a complete application for necessary permits, commence construction, or acquire existing Facilities within three (3) years of the effective date of this Franchise as provided in Section 39 . Upon written notice to the City prior to the expiration of this three (3) year period, Franchisee may request an extension of this commencement period for up to an additional 180 days, which extension shall not be unreasonably withheld.

Section 2 Authority Limited to Occupation of Public Rights-of-Way for Services.

Section 2.1 The authority granted herein is a limited authorization to occupy and use the Rights-of-Way throughout the City (the "Franchise Area") for the Services described in Section 2.2 below. The Franchisee is authorized to place its Facilities in the Rights-of-Way only consistent with this Franchise, the Gig Harbor Zoning Code, the Comprehensive Plan, the Public Works Development Standards and the Gig Harbor City Code (collectively the "Codes"). Nothing contained herein shall be construed to grant or convey any right, title, or interest in the Rights-of-

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Way of the City to the Franchisee other than for the purpose of providing telecommunications services. This Franchise does not grant the right to offer the wireline transmission of cable internet services or cable services as those terms are defined in 47 U.S.C. § 522(6).

Section 2.2 Definitions:

(a) As used herein, "Small Wireless Facilities" means a personal wireless services facility as defined in 47 CFR § 1.6002(l). Small Wireless Facilities shall also include all necessary cables, transmitters, receivers, equipment boxes, backup power supplies, power transfer switches, electric meters, coaxial cables, wires, conduits, ducts, pedestals, antennas, electronics, and other necessary or convenient appurtenances used for the specific wireless communications facility. Equipment enclosures with equipment generating noise that exceeds the noise limits allowed in the Codes or associated permit are excluded from "Small Wireless Facilities."

(b) "Facilities" as used in this Franchise means one or more elements of Franchisee's telecommunications network, with all necessary cables, wires, conduits, ducts, pedestals, antennas, electronics, and other necessary appurtenances and shall also include Small Wireless Facilities. Unless otherwise specifically stated in a section, "Facilities" shall encompass both Small Wireless Facilities and wireline or wireless services used to provide the Services.

(c) "Services" shall include: (i) wireless communications services, high speed data and fiber optic services, internet protocol-based services, internet access services, conduit and dark fiber leasing, telephone, and data transport services and (ii) the infrastructure development to be used for Small Wireless Facilities. Services do not include those personal wireless services and associated facilities or infrastructure that fall outside of the definition of Small Wireless Facilities (i.e. macro facilities).

Section 2.3 The Franchisee has no right to install any facility, infrastructure, wires, lines, cables, or other equipment, on any City property other than a Right-of-Way, or upon private property without the owner's consent, or upon any City, public or privately-owned poles or conduits is granted herein. Nothing contained within this Franchise shall be construed to grant or convey any right, title, or interest in the Rights-of-Way of the City to Franchisee other than for the purpose of providing the Services, or to subordinate the primary use of the Right-of-Way as a public thoroughfare. If Franchisee desires to expand the Services provided within the City, it shall

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request a written amendment to this Franchise. If Franchisee desires to use City owned property, or to site new structures in the Rights-of-Way, it shall enter into a separate lease, site specific agreement or license agreement with the City.

Section 2.4 Franchisee shall have the right, without prior City approval, to offer or provide capacity or bandwidth to its customers consistent with this Franchise provided:

(a) Franchisee at all times retains exclusive control over its telecommunications system, Facilities and Services and remains responsible for constructing, installing, and maintaining its Facilities pursuant to the terms and conditions of this Franchise;

(b) Franchisee may not grant rights to any customer or lessee that are greater than any rights Franchisee has pursuant to this Franchise;

(c) Such customer or lessee shall not be construed to be a third-party beneficiary under this Franchise; and

(d) No such customer or lessee may use the telecommunications system or Services for any purpose not authorized by this Franchise, nor to sell or offer for sale any service to the citizens of the City without all required business licenses, franchise or other form of state wide approval.

Section 3 Non-Exclusive Franchise Grant. This Franchise is a non-exclusive franchise, and is granted upon the express condition that it shall not in any manner prevent the City from granting other or further franchises in, along, over, through, under, below, or across any said Rights-of-Way. This Franchise shall in no way prevent or prohibit the City from using any of said roads, streets, or other public properties or affect its jurisdiction over them or any part of them, and the City shall retain power to make all necessary changes, relocations, repairs, maintenance, establishment, improvement, dedication of same as the City may deem fit, including the dedication, establishment, maintenance, and improvement of all new Rights-of-Way, thoroughfares and other public properties of every type and description.

Section 4 Location of Telecommunications Network Facilities.

Section 4.1 Franchisee may locate its Facilities anywhere within the Franchise Area consistent with the applicable requirements of the Codes. Franchisee shall not be required to

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amend this Franchise to construct or acquire Facilities within the Franchise Area, provided that Franchisee does not expand its Services beyond those described in Section 2 .

Section 4.2 To the extent that any Rights-of-Way within the Franchise Area are part of the state highway system ("State Highways"), are considered managed access by the City and are governed by the provisions of Chapter 47.24 RCW and applicable Washington State Department of Transportation (WSDOT) regulations, Franchisee shall comply fully with said requirements in addition to local ordinances and other applicable regulations. Without limitation of the foregoing, Franchisee specifically agrees that:

(a) any pavement trenching, and restoration performed by Franchisee within State Highways shall meet or exceed applicable WSDOT requirements;

(b) any portion of a State Highway damaged or injured by Franchisee shall be restored, repaired and/or replaced by Franchisee to a condition that meets or exceeds applicable WSDOT requirements; and

(c) without prejudice to any right or privilege of the City, WSDOT is authorized to enforce in an action brought in the name of the State of Washington any condition of this Franchise with respect to any portion of a State Highway.

Section 5 Relocation of Telecommunications Network Facilities.

Section 5.1 Improvement Projects. The City may require Franchisee, and Franchisee covenants and agrees, to protect, support, relocate, remove, and/or temporarily disconnect or relocate its Facilities within the Right-of-Way when reasonably necessary for construction, alteration, repair, or improvement of the Right-of-Way for purposes of and for public welfare, health, or safety or traffic conditions, dedications of new Rights-of-Way and the establishment and improvement thereof, widening and improvement of existing Rights-of-Way, street vacations, freeway construction, change or establishment of street grade, or the construction of any public improvement or structure by any governmental agency acting in a governmental capacity or as otherwise necessary for the operations of the City or other governmental entity. For the avoidance of doubt, such projects shall include any Right-of-Way improvement project, even if the project entails, in part, related work funded and/or performed by or for a third party, provided that such

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work is performed for the public benefit, but shall not include, without limitation, any other improvements or repairs undertaken by or for the primary benefit of third-party private entities. Collectively all such projects described in this Section 5.1 shall be considered a "Improvement Project." Except as otherwise provided by law, the costs and expenses associated with relocations or disconnections ordered pursuant to this Section 5.1 shall be borne by Franchisee, and at no charge to the City. The City may require the relocation of the Facilities at Franchisee's expense in the event of an unforeseen emergency that creates an immediate threat to the public safety, health, or welfare.

Section 5.2 Relocation - Third Party Structures. If the request for relocation from the City originates due to an Improvement Project, in which structures or poles are either replaced or removed, then Franchisee shall relocate or remove its Facilities as required by the City, and at no cost to the City, subject to the procedure in Section 5.5. Franchisee acknowledges and agrees that the placement of Small Wireless Facilities on third party-owned structures does not convey an ownership interest in such structures. Franchisee acknowledges and agrees, that to the extent Franchisee's Small Wireless Facilities are on poles owned by third parties, the City shall not be responsible for any costs associated with requests arising out of an Improvement Project.

Section 5.3 Relocation - Franchisee Owned Structures. The cost of relocation of any Franchisee owned poles or structures shall be determined in accordance with the requirements of RCW 35.99.060(3)(b), provided, however, that the Franchisee shall pay for the cost of relocating its Small Wireless Facilities in order to provide consideration for the City's approval to site a Small Wireless Facility on Franchisee owned structures or poles in a portion of the Right-of-Way designated or proposed for an Improvement Project. For this Section 5.3, designation of the Right-of-Way for an Improvement Project shall be undertaken in the City's Comprehensive Plan in accordance with the requirements of Ch. 36.70A RCW. The Comprehensive Plan includes, but is not limited to, the Transportation element or Transportation Improvement Plan (TIP), Capital Facilities element, utilities element and any other element authorized by RCW 36.70A.070 and RCW 36.70A.080. The parties acknowledge that this provision is mutually beneficial to the parties, as the City may otherwise deny the placement of the Small Wireless Facility at a particular

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site because of the cost impact of such relocation and the conflict with the City's Comprehensive Plan.

Section 5.4 Locate. Upon request of the City, or a third party performing work in the Right-of-Way, and in order to facilitate the design of an Improvement Project, Franchisee agrees, at its sole cost and expense, to locate, and if reasonably determined necessary by the City, to excavate and expose its Facilities for inspection so that the Facilities' location may be taken into account in the improvement design. The decision as to whether any Facilities need to be relocated in order to accommodate the Improvement Project shall be made by the City upon review of the location and construction of Franchisee's Facilities. The City shall provide Franchisee at least fourteen (14) days' written notice prior to any excavation or exposure of Facilities.

Section 5.5 Notice and Relocation Process. If the City determines that the project necessitates the relocation of Franchisee's existing Facilities, the City shall provide Franchisee in writing with a date by which the relocation shall be completed (the "Relocation Date") consistent with RCW 35.99.060(2). In calculating the Relocation Date, the City shall consult with Franchisee and consider the extent of facilities to be relocated, the services requirements, and the construction sequence for the relocation, within the City's overall project construction sequence and constraints, to safely complete the relocation. Franchisee shall complete the relocation by the Relocation Date, unless the City or a reviewing court establishes a later date for completion, as described in RCW 35.99.060(2). To provide guidance on this notice process, the City will make reasonable efforts to engage in the following recommended process, absent an emergency posing a threat to public safety or welfare or an emergency beyond the control of the City that will result in severe financial consequences to the City. If the City determines that the Improvement Project necessitates the relocation of Franchisee's existing Facilities, the following process shall apply:

(a) The City will consult with the Franchisee in the predesign phase of any Improvement Project in order to coordinate the project's design with Franchisee's Facilities within such project's area.

(b) Franchisee shall participate in predesign meetings until such time as (i) both parties mutually determine that Franchisee's Facilities will not be affected by the Improvement

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Project, or (ii) until the City provides Franchisee with written notice regarding the relocation as provided in subsection (d) below.

(c) Franchisee shall, during the predesign phase evaluate and provide comments to the City related to any alternatives to possible relocations. The City agrees to give any alternatives proposed by the Franchisee full and fair consideration, but the final decision accepting or rejecting any specific alternative shall be within the City's sole discretion.

(d) The City will provide Franchisee with its decision regarding the relocation of Franchisee's Facilities as soon as reasonably possible endeavoring to provide no less than ninety (90) days prior to the commencement of the construction of such Improvement Project; provided, however that in the event that the provisions of a state or federal grant require a different notification period or process than that outlined in Section 5.5, the City will notify the Franchisee during the predesign meetings and the process mandated by the grant funding shall control.

(e) After receipt of such written notice, Franchisee shall relocate such Facilities to accommodate the Improvement Project consistent with the timeline provided by the City. Such timeline may be extended by a mutual agreement.

Section 5.6 Alternative Arrangements. The provisions of this Section 5 shall in no manner preclude or restrict Franchisee from making any arrangements it may deem appropriate when responding to a request for relocation of its Facilities by any person or entity other than the City, where the facilities to be constructed by said person or entity are not or will not become City-owned, operated, or maintained facilities, provided that such arrangements do not unduly delay a City construction project.

Section 5.7 Building Moving. Whenever any person shall have obtained permission from the City to use any Right-of-Way for the purpose of moving any building or large object, Franchisee, upon thirty (30) days' written notice from the City, shall temporarily raise, remove, or relocate to another part of the Right-of-Way, at the expense of the person desiring to move the building, any of Franchisee's Facilities that may obstruct the removal of such building.

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Section 5.8 Contractor Delay Claims. Franchisee shall be solely responsible for the out-of-pocket costs incurred by the City for delays in an Improvement Project to the extent the delay is caused by or arises out of Franchisee's failure to comply with the final schedule for the relocation (other than as a result of a Force Majeure Event or causes or conditions caused by the acts or omissions of the City or any third party unrelated to Franchisee. Franchisee's vendors and contractors shall not be considered unrelated third parties). Such out-of-pocket costs may include, but are not limited to, payment to the City's contractors and/or consultants for increased costs and associated court costs, interest, and attorneys' fees incurred by the City to the extent directly attributable to such Franchisee's caused delay in the Improvement Project.

Section 5.9 Indemnification. Franchisee will indemnify, hold harmless, and pay the costs of defending the City, in accordance with the provisions of Section 16 , against any and all claims, suits, actions, damages, or liabilities for delays on City construction projects caused by or arising out of the failure of Franchisee to remove or relocate its Facilities as provided in this Section 5 ; provided, that Franchisee shall not be responsible for damages due to delays caused by circumstances beyond the control of Franchisee or the sole negligence, willful misconduct, or unreasonable delay of the City or any unrelated third party.

Section 5.10 City's Costs. If Franchisee fails, neglects, or refuses to remove or relocate its Facilities as directed by the City following the procedures outlined in Section 5.1 through Section 5.5 then upon at least ten (10) days written notice to Franchisee, the City may perform such work (including removal) or cause it to be done, and the City's costs shall be paid by Franchisee pursuant to Section 14.3 and Section 14.4.

Section 5.11 Survival. The provisions of this Section 5 shall survive the expiration or termination of this Franchise during such time as Franchisee continues to have Facilities in the Rights-of-Way.

Section 6 Undergrounding of Facilities.

Section 6.1 Small Wireless Facilities.

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(a) As it pertains to Franchisee's Small Wireless Facilities, Franchisee shall not be permitted to erect poles, unless permitted by the City for Small Wireless Facilities pursuant to Section 15.3 and the Codes. Franchisee acknowledges and agrees that if the City allows the placement of Small Wireless Facilities above ground the City may, at any time in the future, require the conversion of Franchisee's aerial facilities to an underground installation or relocated at Franchisee's expense if the existing poles on which Franchisee's Facilities are located are designated for removal due to an Improvement Project as described in Section 5 This Franchise does not place an affirmative obligation on the City to allow the relocation of such Facilities on public property or in the Rights-of-Way, nor does it relieve Franchisee from any Code provision related to the siting of Small Wireless Facilities.

(b) Franchisee shall not be required to underground any portion of the Small Wireless Facility that must for technological reasons remain above-ground to operate. If the City requires undergrounding of wirelines (either telecommunications or electrical) and allows Franchisee's Small Wireless Facilities to remain above ground, then Franchisee shall cooperate with the City and modify the affected Small Wireless Facilities to incorporate the placement of wireline services underground and internal to the pole if the replacement pole is hollow (for example electrical and fiber) or otherwise consistent with a design plan agreed to between the City and Franchisee, at no cost to the City.

Section 6.2 Wireline Facilities.

(a) As it pertains to Franchisee's wireline Facilities, Franchisee shall not be permitted to erect poles or to run or suspend wires, cables or other facilities thereon, but shall lay such wires, cables or other facilities underground in the manner required by the City, unless otherwise specifically allowed pursuant to a permit. Franchisee acknowledges and agrees that if the City does not require the undergrounding of its wireline Facilities at the time of permit application, the City may, at any time in the future, require the conversion of Franchisee's aerial wireline Facilities to underground installation at Franchisee's expense. Unless otherwise permitted by the City, Franchisee shall underground its wireline Facilities in all new developments and subdivisions, and any development or subdivision where utilities, other than electrical utilities, are currently underground.

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(b) Whenever the City may require the undergrounding of the wireline telecommunications or telephone utilities in any area of the City, Franchisee shall underground its wireline Facilities in the manner specified by the City, concurrently with and in the area of the other affected utilities. Whenever the electrical utility lines are placed underground, Franchisee shall underground its wireline Facilities concurrently with the electrical utility lines. The location of any such relocated and underground utilities shall be approved by the City. Where other utilities are present and involved in the undergrounding project, Franchisee shall only be required to pay its fair share of common costs borne by all utilities, in addition to the costs specifically attributable to the undergrounding of Franchisee's own wireline Facilities. "Common costs" shall include necessary costs not specifically attributable to the undergrounding of any particular facility, such as costs for common trenching and utility vaults. "Fair share" shall be determined for a project on the basis of the number and size of Franchisee's wireline Facilities being undergrounded in comparison to the total number and size of all other utility facilities being undergrounded.

(c) To the extent Franchisee is providing wireline Facilities to Small Wireless Facilities either owned by Franchisee or a third party, Franchisee shall adhere to the design standards for such Small Wireless Facilities, and shall underground its Facilities and/or place its Facilities within the pole as may be required by such design standards and the Codes. For the purposes of clarity, this Section 6.2(c) does not require undergrounding or interior placement of Facilities within the pole to the extent that the Small Wireless Facilities are located on solid utility poles that have pre-existing aerial wireline facilities and provided such construction of Franchisee's Facilities continue to comply with Section 6.1 and Section 6.2.

Section 6.3 Removal of Underground Facilities. Franchisee shall not remove any underground Facilities that require trenching or other opening of the Rights-of-Way, except as provided in this Section 6.3. Franchisee may remove any underground Facilities from the Right-of-Way that have been installed in such a manner that it can be removed without trenching or other opening of the Right-of-Way, or if otherwise permitted by the City. Franchisee may remove any underground cable from the Rights-of-Way where reasonably necessary to replace, upgrade, or enhance its Facilities, or pursuant to Section 5 . When the City determines, in the City's reasonable discretion, that Franchisee's underground Facilities must be removed in order to eliminate or prevent a hazardous condition, Franchisee shall remove such Facilities at Franchisee's

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sole cost and expense. Franchisee must apply and receive a permit, pursuant to Section 8.2, prior to any such removal of underground Facilities from the Right-of-Way and must provide as-built plans and maps pursuant to Section 7.1.

Section 6.4 Access to Open Trenches. Both the City and Franchisee shall be entitled to reasonable access to open utility trenches, provided that such access does not interfere with the other party's placement of utilities or increase such party's actual costs and such access meets industry standards as determined by the City. Franchisee shall pay to the City the actual cost to the City resulting from providing Franchisee access to an open trench, including without limitation the pro rata share of the costs to access the open trench and any costs associated with the delay of the completion of a public works project. The City shall pay to the Franchisee the incremental costs of providing the City such access to the open trench.

Section 6.5 Survival. The provisions of this Section 6 shall survive the expiration, revocation, or termination of this Franchise. Nothing in this Section 6 shall be construed as requiring the City to pay any costs of undergrounding any of the Franchisee's Facilities.

Section 7 Maps and Records.

Section 7.1 Following any construction, excluding modifications that meets the same or substantially similar dimensions of the Small Wireless Facility, Franchisee shall provide the City with accurate copies of as-built plans and maps prepared by Franchisee's design and installation contractors for all existing Facilities in the Franchise Area. These plans and maps shall be provided at no cost to the City and shall include hard copies and digital files in Graphic Information System (GIS) format or other industry standard readable formats that are acceptable to the City and delivered electronically. Further, Franchisee shall provide such maps within thirty (30) days following a request from the City. Franchisee shall warrant the accuracy of all plans, maps and as-builts provided to the City.

Section 7.2 Within thirty (30) days of a written request from the Public Works Director, the Franchisee shall furnish the City with information sufficient to reasonably demonstrate that the Franchisee has complied with all applicable requirements of this Franchise.

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Section 7.3 All books, records, maps, and other documents maintained by Franchisee with respect to its Facilities within the Rights-of-Way shall be made available for inspection by the City at reasonable times and intervals; provided, however, that nothing in this Section 7.3 shall be construed to require Franchisee to violate state or federal law regarding customer privacy, nor shall this Section 7.3 be construed to require Franchisee to disclose proprietary or confidential information without adequate safeguards for its confidential or proprietary nature. Unless otherwise permitted or required by State or federal law, nothing in this Section 7.3 shall be construed as permission to withhold relevant customer data from the City that the City requests in conjunction with a tax audit or review; provided, however, Franchisee may redact identifying information including but not limited to names, street addresses (excluding City and zip code), Social Security Numbers, or Employer Identification Numbers related to any confidentiality agreements Franchisee has with third parties.

Section 7.4 Franchisee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature; provided, however, Franchisee shall disclose such information to comply with a utility tax audit. Franchisee shall be responsible for clearly and conspicuously identifying the work as confidential or proprietary and shall provide a brief written explanation as to why such information is confidential and how it may be treated as such under State or federal law. In the event that the City receives a public records request under Chapter 42.56 RCW or similar law for the disclosure of information Franchisee has designated as confidential, trade secret, or proprietary, the City shall promptly provide written notice of such disclosure so that Franchisee can take appropriate steps to protect its interests.

Section 7.5 Nothing in Section 7.3 or Section 7.4 prohibits the City from complying with Chapter 42.56 RCW or any other applicable law or court order requiring the release of public records, and the City shall not be liable to Franchisee for compliance with any law or court order requiring the release of public records. The City shall comply with any injunction or court order obtained by Franchisee that prohibits the disclosure of any such confidential records; however, in the event a higher court overturns such injunction or court order and such higher court action is or has become final and non-appealable, Franchisee shall reimburse the City for any fines or penalties

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imposed for failure to disclose such records as required hereunder within sixty (60) days of a request from the City.

Section 7.6 On an annual basis, upon thirty (30) days prior written notice, the City shall have the right to conduct an independent audit of Franchisee's records reasonably related to the administration or enforcement of this Franchise, in accordance with GAAP. If the audit shows that tax or fee payments have been underpaid by three percent (3%) or more, Franchisee shall pay the total cost of the audit.

Section 8 Work in the Rights-of-Way.

Section 8.1 During any period of relocation, construction or maintenance, all work performed by Franchisee or its contractors shall be accomplished in a safe and workmanlike manner, so to minimize interference with the free passage of traffic and the free use of adjoining property, whether public or private. Franchisee shall at all times post and maintain proper barricades, flags, flaggers, lights, flares and other measures as required for the safety of all members of the general public and comply with all applicable safety regulations during such period of construction as required by the ordinances of the City or the laws of the State of Washington, including RCW 39.04.180 for the construction of trench safety systems. The provisions of this Section 8 shall survive the expiration or termination of this Franchise and during such time as Franchisee continues to have Facilities in the Rights-of-Way.

Section 8.2 Whenever Franchisee shall commence work in any Rights-of-Way for the purpose of excavation, installation, construction, repair, maintenance, or relocation of its Facilities, it shall apply to the City for a permit to do so and, in addition, shall give the City at least ten (10) working days prior notice (except in the case of an emergency) of its intent to commence work in the Rights-of-Way. The City, as stated in the permit, may require Facilities be installed at a particular time, at a specific place, or in a particular manner as a condition of access to a particular Right-of-Way. During the progress of the work, the Franchisee shall not unnecessarily obstruct the passage or proper use of the Rights-of-Way, and all work by the Franchisee in the area shall be performed in accordance with applicable City standards and specifications and warranted for a

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period of two (2) years. In no case shall any work commence within any Rights-of-Way without a permit, except as otherwise provided in this Franchise.

Section 8.3 Except as provided in this Section, Franchisee shall not break, cut or otherwise compromise the surface and/or integrity of any street or sidewalk within the first two years after its construction and installation unless otherwise authorized by the City's Public Works Standards. For the period commencing with the third year through the seventh year, if Franchisee proposes to cut, penetrate or compromise the integrity of the surface of any street or sidewalk it shall conduct its operations only in accordance with the encroachment permit and shall provide a city performance bond as required in Section 19.1 below. The City, at its sole discretion, may permit installation of Facilities underneath a street or sidewalk during the initial two years after construction when the Facilities:

(a) Are installed using boring or other construction method which does not penetrate the street surface and when a maintenance and restoration bond is provided to ensure that no surface subsidence occurs; or

(b) Fully replaces the City street or sidewalk in accordance with City standards and provides appropriate bonding consistent with Section 19.1 and Section 19.2 below.

Section 8.4 The City reserves the right to limit or exclude Franchisee's access to a specific route, public Right-of-Way or other location when, in the judgment of the Public Works Director there is inadequate space (including but not limited to compliance with ADA clearance requirements and maintaining a clear and safe passage through the Rights-of-Way), a pavement cutting moratorium, unnecessary damage to public property, public expense, inconvenience, interference with City utilities, or for any other reason determined by the Public Works Director.

Section 8.5 New wireline Facilities shall not be installed on existing metal street light standards or traffic signal standards, however this restriction shall not apply to Small Wireless Facilities installed pursuant to a separate lease agreement with the City and the associated wireline facilities installed within the poles.

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Section 8.6 If Franchisee shall at any time plan to make excavations in any area covered by this Franchise, the Franchisee shall afford the City, upon receipt of a written request to do so, an opportunity to share such excavation, PROVIDED THAT:

(a) Such joint use shall not unreasonably delay the work of the Franchisee causing the excavation to be made;

(b) Such joint use shall be arranged and accomplished on terms and conditions satisfactory to both parties;

(c) To the extent reasonably possible, Franchisee, at the direction of the City, shall cooperate with the City and provide other private utility companies with the opportunity to utilize joint or shared excavations in order to minimize disruption and damage to the Right-of-Way, as well as to minimize traffic-related impacts; and

(d) Franchisee may only charge the incremental costs to the City of installing facilities supplied by the City in such joint or shared excavations.

Section 8.7 If required by a permit, Franchisee shall give reasonable advance notice of intended construction to entities or persons adjacent to the affected area. Such notice shall contain the dates, contact number, nature and location of the work to be performed. Following performance of the work, Franchisee shall restore the Right-of-Way to City standards in effect at the time of construction except for any change in condition not caused by Franchisee. Any disturbance of landscaping, fencing, or other improvements on private property caused by Franchisee's work shall, at the sole expense of Franchisee, be promptly repaired and restored to the reasonable satisfaction of the property owner/resident. Notwithstanding the above, nothing herein shall give Franchisee the right to enter onto private property without the permission of such private property owner, or as otherwise authorized by applicable law.

Section 8.8 Franchisee may trim trees upon and overhanging on public ways, streets, alleys, sidewalks, and other public places of the City so as to prevent the branches of such trees from coming in contact with Franchisee's Facilities. The right to trim trees in this Section 8.8 shall only apply to the extent necessary to protect above ground Facilities. Franchisee shall ensure that its tree trimming activities protect the appearance, integrity, and health of the trees to the extent reasonably possible. Where appearance, integrity, or health of a tree cannot be retained as

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determined by the City, Franchisee shall mitigate as required by the City. Franchisee shall be responsible for all debris removal from such activities. All trimming, except in emergency situations, is to be done in conformance with the City's standards after the explicit prior written notification and approval of the City and at the expense of Franchisee. Franchisee may contract for such services, however, any firm or individual so retained must first receive City permit approval prior to commencing such trimming. Nothing herein grants Franchisee any authority to act on behalf of the City, to enter upon any private property, or to trim any tree or natural growth encroaching into the Public Rights-of-Way. Franchisee shall be solely responsible and liable for any damage to any third parties' trees or natural growth caused by Franchisee's actions. Franchisee shall indemnify, defend and hold harmless the City from third-party claims of any nature arising out of any act or negligence of Franchisee with regard to tree and/or natural growth trimming, damage, and/or removal. Franchisee shall reasonably compensate the City or the property owner for any damage caused by trimming, damage, or removal by Franchisee. Except in an emergency situation, all tree trimming must be performed under the direction of an arborist certified by the International Society of Arboriculture, and in a manner consistent with the most recent issue of "Standards of Pruning for Certified Arborists" as developed by the International Society of Arboriculture or its industry accepted equivalent (ANSI A300), unless otherwise approved by the Public Works Director or his/her designee.

Section 8.9 Franchisee shall meet with the City and other franchise holders and users of the Rights-of-Way upon written notice to schedule and coordinate construction in the Rights-of-Way. All construction locations, activities, and schedules shall be coordinated, as ordered by the City to minimize public inconvenience, disruption or damages.

Section 8.10 Franchisee shall inform the City with at least sixty (60) days' advance written notice that it is constructing, relocating, or placing ducts or conduits in the Rights-of-Way and provide the City with an opportunity to request that Franchisee provide the City with additional duct or conduit and related structures necessary to access the conduit pursuant to RCW 35.99.070.

Section 8.11 Franchisee shall maintain all above ground improvements that it places on City Rights-of-Way pursuant to this Franchise and applicable Codes. In order to avoid interference

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with the City's ability to maintain the Right-of-Way, Franchisee shall provide a clear zone to meet the Public Works Development Standards. If Franchisee fails to comply with this provision, and by its failure, property is damaged, then Franchisee shall be responsible for all damages caused thereby, including restoration.

Section 9 One Call Locator Service. Prior to doing any work in the Rights-of-Way, the Franchisee shall follow established procedures, including contacting the Utility Notification Center in Washington and comply with all applicable State statutes regarding the One Call Locator Service pursuant to Chapter 19.122 RCW. Further, upon request, by the City or a third party, Franchisee shall locate its Facilities consistent with the requirements of Chapter 19.122 RCW. Any damage to other underground facilities shall be reported without delay. The City shall not be liable for any damages to Franchisee's Facilities or for interruptions in service to Franchisee's customers that are a direct result of Franchisee's failure to locate its Facilities within the prescribed time limits and guidelines established by the One Call Locator Service regardless of whether the City issued a permit.

Section 10 Safety and Maintenance Requirements.

Section 10.1 Franchisee shall, at all times, employ professional care and shall install and maintain and use industry-standard methods for preventing failures and accidents that are likely to cause damage, injuries, or nuisances to the public. All structures and all lines, equipment, and connections in, over, under, and upon the Rights-of-Ways, wherever situated or located, shall at all times be kept and maintained in a safe condition. Franchisee shall comply with all federal, State, and City safety requirements, rules, regulations, laws, and practices, and employ all necessary devices as required by applicable law during the construction, operation, maintenance, upgrade, repair, or removal of its Facilities. Additionally, Franchisee shall keep its Facilities free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or any interference with City services. By way of illustration and not limitation, Franchisee shall also comply with the applicable provisions of the National Electric Code, National Electrical Safety Code, FCC regulations, and Occupational Safety and Health Administration (OSHA) Standards. Upon reasonable notice to Franchisee, the City reserves the

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general right to inspect the Facilities to evaluate if they are constructed and maintained in a safe condition.

Section 10.2 If an unsafe condition or a violation of Section 10.1 is found to exist, and becomes known to the City, the City agrees to give Franchisee written notice of such condition and afford Franchisee a reasonable opportunity to repair the same. If Franchisee fails to start to make the necessary repairs and alterations within the time frame specified in such notice (and pursue such cure to completion), then the City may make such repairs or contract for them to be made. All costs, including administrative costs, incurred by the City in repairing any unsafe conditions shall be borne by Franchisee and reimbursed to the City pursuant to Section 14.3 and Section 14.4.

Section 10.3 Graffiti Abatement. As soon as practical, but not later than five (5) business days from the date Franchisee receives notice or is otherwise aware, Franchisee shall remove all graffiti on any of its Facilities (e.g. graffiti on the shrouding protecting the radios). If Franchisee fails to do so, the City may remove the graffiti and bill the Franchises for the costs thereof consistent with Section 14 .

Section 10.4 Additional standards include:

(a) Franchisee shall endeavor to maintain all equipment lines and facilities in an orderly manner, including, but not limited to, the removal of all bundles of unused cable on any aerial facilities and the placement of any cables connecting equipment in an orderly manner.

(b) All installations of equipment, lines, and ancillary facilities shall be installed in accordance with industry-standard engineering practices and shall comply with all federal, State, and local regulations, ordinances, and laws.

(c) Any opening or obstruction in the Rights-of-Way or other public places made by Franchisee in the course of its operations shall be protected by Franchisee at all times by the placement of adequate barriers, fences, or boarding, the bounds of which, during periods of dusk and darkness, shall be clearly marked and visible.

Section 10.5 Stop Work Order. On notice from the City that any work is being performed contrary to the provisions of this Franchise, or in an unsafe or dangerous manner as determined by

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the City, or in violation of the terms of any applicable permit, laws, regulations, ordinances, or standards, the work may immediately be stopped by the City. The stop work order shall:

(a) Be in writing;

(b) Be given to the person doing the work or posted on the work site;

(c) Be sent to Franchisee by overnight delivery;

(d) Indicate the nature of the alleged violation or unsafe condition; and

(e) Establish conditions under which work may be resumed.

Section 11 Work of Contractors and Subcontractors. Franchisee's contractors and subcontractors shall be licensed and bonded in accordance with State law and the City's ordinances, regulations, and requirements. Work by contractors and subcontractors are subject to the same restrictions, limitations, and conditions as if the work were performed by Franchisee. Franchisee shall be responsible for all work performed by its contractors and subcontractors and others performing work on its behalf as if the work were performed by Franchisee and shall ensure that all such work is performed in compliance with this Franchise and applicable law.

Section 12 Restoration after Construction.

Section 12.1 Franchisee shall, promptly after installation, construction, relocation, maintenance, or repair of its Facilities, or within sixty (60) days after abandonment approved pursuant to Section 18 , promptly remove any obstructions from the Rights-of-Way and restore the surface of the Rights-of-Way to at least the same condition the Rights-of-Way were in immediately prior to any such installation, construction, relocation, maintenance or repair, provided Franchisee shall not be responsible for any changes to the Rights-of-Way not caused by Franchisee or anyone doing work for Franchisee nor for reasonable wear and tear. The Public Works Director or his/her designee shall have final approval of the condition of such Rights-of-Way after restoration. All concrete encased survey monuments that have been disturbed or displaced by such work shall be restored pursuant to federal, state (such as Chapter 332-120 WAC), and local standards and specifications.

Section 12.2 All restoration work is subject to inspection and final approval by the City. If restoration is not made to the reasonable satisfaction of the City within the established

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timeframe, the City may make the restoration itself at the cost of Franchisee or have them made at the cost of Franchisee.

Section 12.3 Franchisee agrees to promptly complete all restoration work and to promptly repair any damage caused by work to the Franchise Area or other affected area at its sole cost and expense and according to the time and terms specified in the construction permit issued by the City. All work by Franchisee pursuant to this Franchise shall be performed in accordance with applicable City standards and warranted for a period of two (2) years and for undiscovered defects as is standard and customary for this type of work.

Section 12.4 If conditions (e.g. weather) make the complete restoration required under this Section 12 impracticable, Franchisee shall temporarily restore the affected Right-of-Way or property. Such temporary restoration shall be at Franchisee's sole cost and expense. Franchisee shall promptly undertake and complete the required permanent restoration when conditions no longer make such permanent restoration impracticable.

Section 12.5 In the event Franchisee does not repair or restore a Right-of-Way as required under this Section 12 or an improvement in or to a Right-of-Way, then upon fifteen (15) days' notice to Franchisee, the City may repair the damage and shall be reimbursed its actual cost within thirty (30) days of submitting an invoice to Franchisee in accordance with the provisions of Section 14.3 and Section 14.4. In addition, and pursuant to Section 14.3 and Section 14.4, the City may bill Franchisee for expenses associated with the inspection of such restoration work. The failure by Franchisee to complete such repairs shall be considered a breach of this Franchise and is subject to remedies by the City including the imposition of damages consistent with Section 20 .

Section 12.6 The provisions of this Section 12 shall survive the expiration or termination of this Franchise so long as Franchisee continues to have Facilities in the Rights-of-Way and has not completed all restoration to the City's standards.

Section 13 Emergency Work/Dangerous Conditions.

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Section 13.1 In the event of any emergency in which any of Franchisee's Facilities located in the Rights-of-Way breaks, falls, becomes damaged, or if Franchisee's Facilities are otherwise in such a condition as to immediately endanger the property, life, health or safety of any person, entity or the City, Franchisee shall immediately take the proper emergency measures to repair its Facilities, to cure or remedy the dangerous conditions for the protection of property, life, health or safety of any person, entity or the City without first applying for and obtaining a permit as required by this Franchise. However, this shall not relieve Franchisee from the requirement of obtaining any permits necessary for this purpose, and Franchisee shall apply for all such permits not later than the next succeeding day during which the Gig Harbor City Hall is open for business. The City retains the right and privilege to cut, move or remove any Facilities located within the Rights-of-Way of the City, as the City may determine to be necessary, appropriate or useful in response to any public health or safety emergency.

Section 13.2 The City shall not be liable for any damage to or loss of Facilities within the Rights-of-Way as a result of or in connection with any public works, public improvements, construction, grading, excavation, filling, or work of any kind in the Rights-of-Way by or on behalf of the City, except to the extent directly and proximately caused by the solenegligence, intentional misconduct, or criminal actions of the City, its employees, contractors, or agents. The City shall further not be liable to Franchisee for any direct, indirect, or any other such damages suffered by any person or entity of any type as a direct or indirect result of the City's actions under this Section 13 except to the extent caused by the sole negligence, intentional misconduct, or criminal actions of the City, its employees, contractors, or agents.

Section 13.3 Whenever the construction, installation or excavation of Facilities authorized by this Franchise has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining street or public place, or endangers the public, an adjoining public place, street, electrical or telecommunications utilities, or City property, the Public Works Director may direct Franchisee, at Franchisee's own expense, to take reasonable action to protect the public, adjacent public places, City property or street, electrical or telecommunications utilities, and such action may include compliance within a prescribed time. In the event that Franchisee fails or refuses to promptly take the actions directed by the City, or fails to fully comply with such

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directions, or if emergency conditions exist which require immediate action, before the City can timely contact Franchisee to request Franchisee effect the immediate repair, the City may access the Facilities and take such reasonable actions as are necessary to protect the public, the adjacent streets, or street, electrical or telecommunications utilities, or to maintain the lateral support thereof, or reasonable actions regarded as necessary safety precautions, and Franchisee shall be liable to the City for the costs thereof.

Section 14 Recovery of Costs, Taxes and Fees.

Section 14.1 Franchisee shall pay a fee for the actual administrative expenses incurred by the City that are directly related to the receiving and approving this Franchise pursuant to RCW 35.21.860, including the costs associated with the City's legal costs incurred in drafting and processing this Franchise. No permits shall be issued for the installation of authorized Facilities until such time as the City has received payment of this fee. Franchisee shall further be subject to all permit fees associated with activities undertaken through the authority granted in this Franchise or under the laws of the City. Where the City incurs costs and expenses for review, inspection, or supervision of activities, including but not limited to reasonable fees associated with attorneys, consultants, City Staff and City Attorney time, undertaken through the authority granted in this Franchise or any ordinances relating to the subject for which a permit fee is not established, Franchisee shall pay such costs and expenses directly to the City in accordance with the provisions of Section 14.3.

Section 14.2 Franchisee shall promptly reimburse the City in accordance with the provisions of Section 14.3 and Section 14.4 for any and all costs the City reasonably incurs in response to any emergency situation involving Franchisee's Facilities, to the extent said emergency is not the fault of the City. The City agrees to simultaneously seek reimbursement from any franchisee or permit holder who caused or contributed to the emergency situation.

Section 14.3 Franchisee shall reimburse the City within sixty (60) days of submittal by the City of an itemized billing for reasonably incurred costs, itemized by project, for Franchisee's proportionate share of all actual, identified expenses incurred by the City in planning, constructing, installing, repairing, altering, or maintaining any City facility as the result of the presence of

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Franchisee's Facilities in the Rights-of-Way. Such costs and expenses shall include but not be limited to Franchisee's proportionate cost of City personnel assigned to oversee or engage in any work in the Rights-of-Way as the result of the presence of Franchisee's Facilities in the Rights-of-Way. Such costs and expenses shall also include Franchisee's proportionate share of any time spent reviewing construction plans in order to either accomplish the relocation of Franchisee's Facilities or the routing or rerouting of any utilities so as not to interfere with Franchisee's Facilities.

Section 14.4 The time of City employees shall be charged at their respective rate of salary, including overtime if applicable, plus benefits and reasonable overhead. Any other costs will be billed proportionately on an actual cost basis. All billings will be itemized so as to specifically identify the costs and expenses for each project for which the City claims reimbursement. A charge for the actual costs incurred in preparing the billing may also be included in said billing. At the City's option, the billing may be on an annual basis, but the City shall provide the Franchisee with the City's itemization of costs, in writing, at the conclusion of each project for information purposes.

Section 14.5 Franchisee hereby warrants that its operations as authorized under this Franchise are those of a telephone business as defined in RCW 82.16.010, or service provider as defined in RCW 35.21.860. As a result, the City will not impose a franchise fee under the terms of this Franchise, other than as described herein. The City hereby reserves its right to impose a franchise fee on Franchisee if Franchisee's operations as authorized by this Franchise change such that the statutory prohibitions of RCW 35.21.860 no longer apply, or if statutory prohibitions on the imposition of such fees are removed. In either instance, the City also reserves its right to require that Franchisee obtain a separate Franchise for its change in use. Nothing contained herein shall preclude Franchisee from challenging any such new fee or separate agreement under applicable federal, State, or local laws.

Section 14.6 Franchisee acknowledges that certain of its business activities may be subject to taxation as a telephone business and that Franchisee shall pay to the City the rate applicable to such taxable services under Gig Harbor City Code Chapter 3.16, and consistent with state and

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federal law. The parties agree that if there is a dispute regarding tax payments that the process in the Gig Harbor City Code Chapter 3.16 shall control. In that event, the City may not enforce remedies under Section 20 or commence a forfeiture or revocation process pursuant to Section 21 until the dispute is finally resolved either consistent with Gig Harbor City Code Chapter 3.16 or by judicial action and then only if the Franchisee does not comply with such resolution. The parties agree however, that nothing in this Franchise shall limit the City's power of taxation as may exist now or as later imposed by the City. This provision does not limit the City's power to amend Gig Harbor City Code Chapter 3.16 as may be permitted by law.

Section 15 Small Wireless Facilities.

Section 15.1 City Retains Approval Authority. The City shall have the authority at all times to control by appropriately exercised police powers through ordinance or regulation, consistent with 47 U.S.C. § 253, 47 U.S.C. § 332(c)(7) and the laws of the State of Washington, the location, elevation, manner of construction, and maintenance of any Small Wireless Facilities by Franchisee, and Franchisee shall promptly conform with all such requirements, unless compliance would cause Franchisee to violate other requirements of law. This Franchise does not prohibit the City from exercising its rights under federal, state or local law to deny or give conditional approval to an application for a permit to construct any individual Small Wireless Facility.

Section 15.2 City Approvals and Permits. The granting of this Franchise is not a substitute for any other City required approvals to construct Franchisee's Facilities in the Rights-of-Way ("City Approvals"). The parties agree that such City Approvals (except Right-of-Way use permits as described in Section 8.2) are not considered use permits, as that term is defined in RCW 35.99.010. These City Approvals do not grant general authorization to enter and utilize the Rights-of-Way but rather grant Franchisee permission to build its specific Small Wireless Facilities. Therefore, City Approvals are not subject to the thirty (30) day issuance requirement described in RCW 35.99.030. The parties recognize that this provision is specifically negotiated as consideration for designating the entire City as the Franchise Area. Such City Approvals shall be

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issued consistent with the Codes, state and federal laws governing wireless communication facility siting and shall be in addition to any permits required under Section 8.2.

Section 15.3 Preference for Existing Infrastructure; Site Specific Agreements.

(a) Franchisee shall utilize existing infrastructure in the City whenever possible and consistent with the design, concealment and siting requirements of the Codes. The erection of new poles or structures in the Right-of-Way may only be permitted if no other alternative space feasible for the installation of the Facility is available and only consistent with the requirements of the Codes. In the event that existing infrastructure is not available or feasible for a Small Wireless Facility, or if the City prefers new poles or infrastructure in a particular area of the City, then Franchisee may request the placement of new or replacement structures in the Rights-of-Way consistent with the requirements of the Codes.

(b) Franchisee acknowledges and agrees that if Franchisee requests to place new structures or replacement structures which are over sixty (60) feet in the Rights-of-Way then Franchisee may be required to enter into a site-specific agreement consistent with RCW 35.21.860 in order to construct such Facilities in the Right-of-Way. Such agreements may require a site-specific charge paid to the City. The approval of a site-specific agreement is separate from this Franchise and entered and executed is the discretion of each of the parties thereto. This Franchise does not bind the City to approve any future site-specific agreement.

(c) Unless otherwise required by the Codes, replacement poles or structures which remain substantially similar to existing structures or deviate in height or design as permitted within the Codes are permissible provided that Franchisee, or the pole owner, removes the old pole or structure promptly, but no more than ninety (90) days after the installation of the replacement pole or structure.

(d) This Section 15.3 does not place an affirmative obligation on the City to allow the placement of new infrastructure on public property or in the Rights-of-Way, nor does it relieve Franchisee from any Code provision related to the siting or design of wireless facilities.

Section 15.4 Concealment. Franchisee shall construct its Facilities consistent with the design, concealment, or stealth requirements as described in the Codes or as adopted by the Public Works Director, as the same exist or are hereafter amended or in the applicable permit(s), lease,

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site-specific agreement or license agreement, in order to minimize the visual impact of such Facilities.

Section 15.5 Eligible Facilities Requests. The parties acknowledge that it is the intent of this Franchise to provide general authorization to use the Rights-of-Way for Small Wireless Facilities.

Section 15.6 Inventory. Franchisee shall maintain a current inventory of Small Wireless Facilities throughout the Term of this Franchise. Franchisee shall provide to the City a copy of the inventory report no later than one hundred eighty (180) days after the Effective Date of this Franchise and shall be updated within thirty (30) days of a reasonable request by the City. The inventory report shall include GIS coordinates, date of installation, type of pole used for installation, description/type of installation for each Small Wireless Facility installation and photographs taken before and after the installation of the Small Wireless Facility and taken from the public street. Small Wireless Facilities that are considered Deactivated Facilities, as described in Section 18.1, shall be included in the inventory report and Franchisee shall provide the same information as is provided for active installations as well as the date the Facilities were deactivated and the date the Deactivated Facilities were removed from the Right-of-Way. The City shall compare the inventory report to its records to identify any discrepancies, and the parties will work together in good faith to resolve any discrepancies. Franchisee is not required to report on future inventory reports any Deactivated Facilities which were removed from the Right-of-Way since the last reported inventory and may thereafter omit reference to the Deactivated Facilities.

Section 15.7 Unauthorized Facilities. Any Small Wireless Facilities installations in the Right-of-Way that were not authorized under this Franchise or other required City Approval ("Unauthorized Facilities") will be subject to the payment of an Unauthorized Facilities charge by Franchisee. The City shall provide written notice to Franchisee of any Unauthorized Facilities identified by City staff and Franchisee shall either (i) establish that the site was authorized, or (ii) submit a complete application to the City for approval of the Unauthorized Facilities. Upon notice of the Unauthorized Facility, Franchisee shall be charged One Thousand and 00/100 Dollars ($1,000.00) per day per Unauthorized Facility ("Unauthorized Facility Fee"). The Unauthorized

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Facility Fee shall be waived in its entirety if Franchisee can establish that the site was in fact authorized. The Unauthorized Facility Fee shall be suspended upon the submission of a complete application to the City requesting approval of the Unauthorized Facility. If the application for such Unauthorized Facilities is denied as the final decision, then the Unauthorized Facility Fee will resume until the Unauthorized Facilities are removed and Franchisee shall remove the Unauthorized Facilities from the City's Right-of-Way within thirty (30) days after the expiration of all appeal periods for such denial. This Franchise remedy is in addition to any other remedy available to the City at law or equity.

Section 15.8 Emissions Reports.

(a) Franchisee is obligated to comply with all laws relating to allowable presence of or human exposure to Radiofrequency Radiation ("RFs") or Electromagnetic Fields ("EMFs") on or off any poles or structures in the Rights-of-Way, including all applicable FCC standards, whether such RF or EMF presence or exposure results from the Small Wireless Facility alone or from the cumulative effect of the Small Wireless Facility added to all other sources operated by Franchisee or on behalf of Franchisee on or near the specific pole or structure. Franchisee shall comply with the RF emissions certification requirements of the Gig Harbor Municipal Code, as the same exists or is hereafter amended. Nothing herein shall be interpreted as a grant or authority to the City to regulate RF emissions, only to certify compliance with federal law and regulation.

(b) Nothing in this Franchise prohibits the City from requiring periodic testing of Franchisee's Facilities. The City may inspect any of Franchisee's Facilities and equipment located in the Rights-of-Way. If the City discovers that the emissions from a Facility exceeds the FCC standards, then the City may order Franchisee to immediately turn off the Facility or portion thereof committing the violation, until the emissions exposure is remedied. Such notification shall be made orally by calling 1-800-264-6620 and by written notice pursuant to Section 32 . Franchisee is required to promptly turn off that portion of the Facility that is in violation, no later than forty-eight (48) hours after receipt of oral notice.

Section 15.9 Interference with Public Facilities. Franchisee's Small Wireless Facilities shall not physically interfere or cause harmful interference, as defined in 47 CFR 15.3(m), with

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any City operations (including, but not limited to, traffic lights, electrical distribution facilities, telecommunications fiber systems, public safety radio systems, or other City communications infrastructure), or the emergency communications operation or equipment. If the Small Wireless Facilities cause such harmful interference, Franchisee shall respond to the City's request to address the source of the interference as soon as practicable, but in no event later than forty-eight (48) hours after receipt of notice. The City may require, by written notice, that Franchisee power down the specific Small Wireless Facilities, or portion thereof, causing such interference if such interference is not remedied within forty-eight (48) hours after notice. If, within thirty (30) days after receipt of such written notice from the City of such interference, Franchisee has not abated such interference, such Small Wireless Facility may be deemed an Unauthorized Facility and subject to the provisions of Section 15.7 or removal by the City consistent with Section 13 . The Small Wireless Facility must remain powered down (except for testing purpose) during the abatement period; otherwise the City may take more immediate action consistent with Section 13 to protect the public health, safety, and welfare.

Section 15.10 Interference with Other Facilities. Franchisee is solely responsible for determining whether its Small Wireless Facilities interfere with telecommunications facilities of other utilities and franchisees within the Rights-of-Way. Franchisee shall comply with the rules and regulations of the Federal Communications Commission regarding radio frequency interference when siting its Small Wireless Facilities within the Franchise Area. Franchisee, in the performance and exercise of its rights and obligations under this Franchise shall not physically or technically interfere in any manner with the existence and operation of any and all existing utilities, sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, electroliers, cable television, and other telecommunications, utility, or municipal property, without the express written approval of the owner or owners of the affected property or properties, except as expressly permitted by applicable law or this Franchise.

Section 16 Indemnification

Section 16.1 Franchisee releases, covenants not to bring suit, and agrees to indemnify, defend, and hold harmless the City, its officers, employees, agents, volunteers and representatives

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from any and all claims, costs, judgments, awards, or liability to any person, for injury or death of any person, or damage to property caused by or arising out of any acts or omissions of Franchisee, its agents, servants, officers, or employees in the performance of this Franchise and any rights granted within this Franchise. The indemnification shall include, but is not limited to, Franchisee indemnifying, defending and holding the City harmless from any and all claims, costs, judgments, awards or liability to any person arising from radio frequency emissions or radiation emitted from Franchisee's Facilities located in the Rights-of-Way, regardless of whether Franchisee's equipment complies with applicable federal statutes and/or FCC regulations related thereto. These indemnification obligations shall extend to claims that are not reduced to a suit and any claims that may be compromised, with Franchisee's prior written consent, prior to the culmination of any litigation or the institution of any litigation.

Section 16.2 Inspection or acceptance by the City of any work performed by Franchisee at the time of completion of construction shall not be grounds for avoidance by Franchisee of any of its obligations under this Section 16 .

Section 16.3 The City shall promptly notify Franchisee of any claim or suit and request in writing that Franchisee indemnify the City. Franchisee may choose counsel to defend the City subject to this Section 16.3. City's failure to so notify and request indemnification shall not relieve Franchisee of any liability that Franchisee might have, except to the extent that such failure prejudices Franchisee's ability to defend such claim or suit. In the event that Franchisee refuses the tender of defense in any suit or any claim, as required pursuant to the indemnification provisions within this Franchise, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of Franchisee, Franchisee shall pay all of the City's reasonable costs for defense of the action, including all expert witness fees, costs, and attorney's fees, and including costs and fees incurred in recovering under this indemnification provision. If separate representation to fully protect the interests of both parties is necessary, such as a conflict of interest between the City and the counsel selected by Franchisee to represent the City, then upon the prior written approval and consent of Franchisee, which shall not be unreasonably withheld, the City shall have the right to employ separate counsel in any action or proceeding and to participate in

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the investigation and defense thereof, and Franchisee shall pay the reasonable fees and expenses of such separate counsel, except that Franchisee shall not be required to pay the fees and expenses of separate counsel on behalf of the City for the City to bring or pursue any counterclaims or interpleader action, equitable relief, restraining order or injunction. The City's fees and expenses shall include all out-of-pocket expenses, such as consultants and expert witness fees, and shall also include the reasonable value of any services rendered by the counsel retained by the City but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided the City by Franchisee. Each party agrees to cooperate and to cause its employees and agents to cooperate with the other party in the defense of any such claim and the relevant records of each party shall be available to the other party with respect to any such defense.

Section 16.4 Except to the extent that damage or injury arises from the sole negligence or willful misconduct of the City, its officers, officials, employees or agents, the obligations of Franchisee under the indemnification provisions of this Section 16 , and any other indemnification provision herein shall apply regardless of whether liability for damages arising out of bodily injury to persons or damages to property were caused or contributed to by the concurrent negligence of the City, its officers, officials, employees or agents and the Franchisee. Notwithstanding the proceeding sentence, to the extent the provisions of RCW 4.24.115 are applicable, the parties agree that the indemnity provisions hereunder shall be deemed amended to conform to said statute and liability shall be allocated as provided therein. It is further specifically and expressly understood that the indemnification provided constitutes Franchisee's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification, relating solely to indemnity claims made by the City directly against the Franchisee for claims made against the City by Franchisee's employees. This waiver has been mutually negotiated by the parties.

Section 16.5 Notwithstanding any other provisions of this Section 16 , Franchisee assumes the risk of damage to its Facilities located in the Rights-of-Way and upon City-owned property from activities conducted by the City, its officers, agents, employees, volunteers, or elected and appointed officials, and contractors, except to the extent any such damage or destruction is caused by or arises from any solely negligent, willful misconduct, or criminal actions on the part of the City, its officers, agents, employees, volunteers, or elected or appointed officials,

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or contractors. In no event shall either party be liable to the other for any indirect, incidental, special, consequential, exemplary, or punitive damages, including by way of example and not limitation lost profits, lost revenue, loss of goodwill, or loss of business opportunity in connection with such party's performance or failure to perform under this Franchise. Franchisee releases and waives any and all such claims against the City, its officers, agents, employees, volunteers, or elected or appointed officials, or contractors. Franchisee further agrees to indemnify, hold harmless and defend the City against any third-party claims for damages, including, but not limited to, business interruption damages, lost profits and consequential damages, brought by or under users of Franchisee's Facilities as the result of any interruption of service due to damage or destruction of Franchisee's Facilities caused by or arising out of activities conducted by the City, its officers, agents, employees or contractors, except to the extent any such damage or destruction is caused by or arises from the sole negligence or any willful misconduct on the part of the City, its officers, officials, employees or agents.

Section 16.6 The provisions of this Section 16 shall survive the expiration, revocation, or termination of this Franchise.

Section 17 Insurance.

Section 17.1 Franchisee shall procure and maintain for so long as Franchisee has Facilities in the Rights-of-Way, insurance against claims for injuries to persons or damages to property arising out of or resulting from, or in connection with Franchisee's use and occupancy of the property and the operations conducted thereon. Franchisee shall require that every subcontractor maintain substantially the same insurance coverage with substantially the same policy limits as required of Franchisee. Franchisee shall procure insurance from insurers with a current A.M. Best rating of not less than A-: VII or better. Franchisee shall provide a copy of a certificate of insurance and blanket additional insured endorsement to the City for its inspection at the time of acceptance of this Franchise, and such insurance certificate shall evidence insurance that includes:

(a) Automobile Liability insurance with limits of $10,000,000 combined single limit each accident for bodily injury and property damage;

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(b) Commercial General Liability insurance, written on an occurrence basis with limits of $10,000,000 per occurrence for bodily injury and property damage and $10,000,000 general aggregate including personal and advertising injury, blanket contractual; premises;-operations; independent contractors; products and completed operations; and explosion, collapse and underground (XCU);

(c) Pollution liability shall be in effect throughout the entire Franchise term, with a limit of one million dollars ($1,000,000) per occurrence, and two million dollars ($2,000,000) in the aggregate;

(d) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington and Employer's Liability with a limit of $1,000,000 each accident/disease/policy limit. Evidence of qualified self-insurance is acceptable; and

Section 17.2 Payment of deductible or self-insured retention shall be the sole responsibility of Franchisee. Franchisee may utilize primary and umbrella liability insurance policies to satisfy the insurance policy limits required in this Section 17 . Franchisee's insurance policy shall provide "follow form" coverage over its primary liability insurance policies.

Section 17.3 The required insurance policies, with the exception of Workers' Compensation and Employer's Liability obtained by Franchisee shall include the City, its officers, officials, employees, and volunteers ("Additional Insureds"), as additional insureds as their interest may appear under this Agreement, with coverage at least as broad as Additional Insured Managers Lessors of Premises ISO form or equivalent. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. In addition, the insurance policy shall contain a clause stating that coverage shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability. Franchisee shall provide to the City upon acceptance a certificate of insurance and blanket additional insured endorsement. Receipt by the City of any certificate showing less coverage than required is not a waiver of Franchisee's obligations to fulfill the requirements. Franchisee's required general and auto liability insurance shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of Franchisee's required insurance and shall not contribute with it.

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Section 17.4 Upon receipt of notice from its insurer(s) Franchisee shall provide the City with thirty (30) days prior written notice of any cancellation of any insurance policy, required pursuant to this Section 17 . Franchisee shall provide the City with certificates of insurance evidencing renewal of required policies within fifteen (15) days of the effective date of such cancellation, obtain replacement insurance policies meeting the requirements of this Section 17 . Failure to provide the insurance cancellation notice and to furnish to the City replacement insurance policies meeting the requirements of this Section 17 shall be considered a material breach of this Franchise and subject to the City's election of remedies described in Section 20 below. Notwithstanding the cure period described in Section 20.2, the City may pursue its remedies immediately upon a failure to furnish replacement insurance.

Section 17.5 Franchisee's maintenance of insurance as required by this Section 17 shall not be construed to limit the liability of Franchisee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or equity. Further, Franchisee's maintenance of insurance policies required by this Franchise shall not be construed to excuse unfaithful performance by Franchisee.

Section 17.6 The City may review all insurance limits once every calendar year during the Term and may make reasonable adjustments in the limits upon thirty (30) days' prior written notice to review and acceptance by Franchisee. Franchisee shall then issue a certificate of insurance to the City showing compliance with these adjustments.

Section 17.7 As of the Effective Date of this Franchise, Franchisee is not self-insured. Should Franchisee wish to become self-insured at the levels outlined in this Franchise at a later date. Franchisee or its affiliated parent entity shall comply with the following: (i) provide the City, upon request, a copy of Franchisee's, or its parent company's, most recent audited financial statements, if such financial statements are not otherwise publicly available; (ii) Franchisee or its parent company is responsible for all payments within the self-insured retention; and (iii) Franchisee assumes all defense and indemnity obligations as outlined in the indemnification section of this Franchise.

Section 18 Abandonment of Franchisee's Telecommunications Network.

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Section 18.1 Where any Facilities or portions of Facilities are no longer needed, and their use is to be discontinued, the Franchisee shall immediately report such Facilities in writing ("Deactivated Facilities") to the Public Works Director. This notification is in addition to the inventory revisions addressed in Section 15.6. Deactivated Facilities, or portions thereof, shall be completely removed within ninety (90) days and the site, pole or infrastructure restored to its pre-existing condition.

Section 18.2 If Franchisee leases a structure from a landlord and such landlord later abandons the structure, Franchisee shall remove its Facilities from the abandoned structure within ninety (90) days of such notification from the landlord at no cost to the City and shall remove the pole if so required by the landlord. Notwithstanding the preceding sentence, the timelines determined by the City for relocation projects described in Section 5 above shall apply.

Section 18.3 Upon the expiration, termination, forfeiture or revocation of the rights granted under this Franchise, Franchisee shall remove all of its Facilities from the Rights-of-Way within ninety (90) days of receiving written notice from the Public Works and Utilities Director or his/her designee. The Facilities, in whole or in part, may not be abandoned by Franchisee without written approval by the City. Any plan for abandonment or removal of Franchisee's Facilities must be first approved by the Public Works Director or his/her designee, and all necessary permits must be obtained prior to such work. Franchisee shall restore the Rights-of-Way to at least the same condition the Rights-of-Way were in immediately prior to any such installation, construction, relocation, maintenance or repair, provided Franchisee shall not be responsible for any changes to the Rights-of-Way not caused by Franchisee or any person doing work for Franchisee. Franchisee shall be solely responsible for all costs associated with removing its Facilities.

Section 18.4 Notwithstanding Section 18.1 above, the City may permit Franchisee's Facilities to be abandoned in place in such a manner as the City may prescribe. Upon permanent abandonment, and Franchisee's agreement to transfer ownership of the Facilities to the City, Franchisee shall submit to the City a proposal and instruments for transferring ownership to the City.

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Section 18.5 Any Facilities which are not removed within one hundred and eighty (180) days of either the date of termination or revocation of this Franchise or the date the City issued a permit authorizing removal, whichever is later, shall automatically become the property of the City. Any costs incurred by the City in safeguarding such Facilities or removing the Facilities shall be reimbursed by Franchisee. Nothing contained within this Section 18 shall prevent the City from compelling Franchisee to remove any such Facilities through judicial action when the City has not permitted Franchisee to abandon said Facilities in place.

Section 18.6 The provisions of this Section 18 shall survive the expiration, revocation, or termination of this Franchise and for so long as Franchisee has Facilities in Rights-of-Way.

Section 19 Bonds.

Section 19.1 Upon an application for a permit involving excavation, installation, construction, restoration or relocation of the Facilities, and if required by the City, Franchisee shall furnish a performance bond ("Performance Bond") written by a corporate surety reasonably acceptable to the City in an amount equal to 125% of the construction cost, which should not be less than $5,000 or in accordance with the bonding requirements for the City's encroachment permit. The Performance Bond shall guarantee the following: (1) timely completion of construction; (2) construction in compliance with all applicable plans, permits, technical codes, and standards; (3) proper location of the Facilities as specified by the City; (4) restoration of the Rights-of-Way and other City properties affected by the construction; (5) submission of as-built drawings after completion of construction; and (6) timely payment and satisfaction of all claims, demands, or liens for labor, materials, or services provided in connection with the work which could be asserted against the City or City property. Said bond must remain in full force until the completion of construction, including final inspection, corrections, and final approval of the work, recording of all easements, provision of as-built drawings, and the posting of a Maintenance Bond as described in Section 19.2. Compliance with the Performance Bond requirement of the City's current Design and Construction Standards shall satisfy the provisions of this Section 19 .

Section 19.2 Maintenance Bond. Following excavation, installation, construction, restoration or relocation of the Facilities and if required by the city, Franchisee shall furnish a two

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(2) year maintenance bond ("Maintenance Bond"), or other surety acceptable to the City, at the time of final acceptance of construction work on Facilities within the Rights-of-Way. The Maintenance Bond amount will be equal to ten percent (10%) of the documented final cost of the construction work. The Maintenance Bond in this Section 19.2 must be in place prior to City's release of the bond required by Section 19 .

Section 19.3 Franchise Bond. Franchisee shall provide City with a bond in the amount of Fifty Thousand Dollars ($50,000.00) ("Franchise Bond") running or renewable for the term of this Franchise, in a form and substance reasonably acceptable to City. In the event Franchisee shall fail to substantially comply with any one or more of the provisions of this Franchise following notice and a reasonable opportunity to cure, then there shall be recovered jointly and severally from Franchisee and the bond any actual damages suffered by City as a result thereof, including but not limited to staff time, material and equipment costs, compensation or indemnification of third parties, and the cost of removal or abandonment of facilities hereinabove described. Franchisee specifically agrees that its failure to comply with the terms of this Section 19 shall constitute a material breach of this Franchise. The amount of the bond shall not be construed to limit Franchisee's liability or to limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

Section 20 Remedies to Enforce Compliance.

Section 20.1 The City may elect, without any prejudice to any of its other legal rights and remedies, to obtain an order from the superior court having jurisdiction compelling Franchisee to comply with the provisions of the Franchise and to recover damages and costs incurred by the City by reason of Franchisee's failure to comply. In addition to any other remedy provided herein, the City reserves the right to pursue any remedy to compel or force Franchisee and/or its successors and assigns to comply with the terms hereof, and the pursuit of any right or remedy by the City shall not prevent the City from thereafter declaring a forfeiture or revocation for breach of the conditions herein. Provided, further, that by entering into this Franchise, it is not the intention of the City or Franchisee to waive any other rights, remedies, or obligations as otherwise provided

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by law equity, or otherwise, and nothing contained here shall be deemed or construed to affect any such waiver.

Section 20.2 If Franchisee shall violate, or fail to comply with any of the provisions of this Franchise, or should it fail to heed or comply with any notice given to Franchisee under the provisions of this Franchise, the City shall provide Franchisee with written notice specifying with reasonable particularity the nature of any such breach and Franchisee shall undertake all commercially reasonable efforts to cure such breach within thirty (30) days of receipt of notification. If the parties reasonably determine the breach cannot be cured within (30) thirty days, the City may specify a longer cure period, and condition the extension of time on Franchisee's submittal of a plan to cure the breach within the specified period, commencement of work within the original thirty (30) day cure period, and diligent prosecution of the work to completion. If the breach is not cured within the specified time, or Franchisee does not comply with the specified conditions, the City may, at its discretion, (1) commence revocation proceedings, pursuant to Section 21 , or (2) claim damages of Two Hundred Fifty Dollars ($250.00) per day against the Franchise Bond set forth in Section 19.3, or (3) suspend the issuance of additional permits, or (4) pursue other remedies as described in Section 20.1 above.

Section 21 Forfeiture and Revocation.

Section 21.1 If Franchisee willfully violates or fails to comply with any material provisions of this Franchise, then at the election of the City after at least thirty (30) days written notice to Franchisee specifying the alleged violation or failure, the City may revoke all rights conferred and this Franchise may be revoked by the City Council after hearing held upon such notice to Franchise. Such hearing shall be open to the public and Franchisee and other interested parties may offer written and/or oral evidence explaining or mitigating such alleged noncompliance. This hearing does not give the right to either the City or franchisee to conduct discovery, subpoena witnesses, or take depositions. Within thirty (30) days after the hearing,, the Gig Harbor City Council, on the basis of the record, will make the determination as to whether there is cause for revocation, whether the Franchise will be terminated, or whether lesser sanctions should otherwise be imposed.

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Section 21.2 The Gig Harbor City Council may in its sole discretion fix an additional time period to cure violations, if the breach cannot be cured within thirty (30) days. If the deficiency has not been cured at the expiration of any additional time period or if the Gig Harbor City Council does not grant any additional period, the Gig Harbor City Council may by resolution declare the Franchise to be revoked and forfeited or impose lesser sanctions. If Franchisee appeals revocation and termination, such revocation may be held in abeyance pending judicial review by a court of competent jurisdiction, provided Franchisee is otherwise in compliance with the Franchise.

Section 21.3 Notwithstanding Section 21.1, the City may declare this Franchise forfeited where the Franchisee (a) fails to begin to exercise its rights under the Franchise within the time period specified in Section 1.3; (b) ceases doing business in the City; (c) without the prior consent of the City, transfers the Franchise; or (d) defrauds or attempts to defraud the City or its customers. However, Franchisee shall receive thirty (30) days' prior notice of the intent to declare this Franchise forfeited, and shall have the opportunity to show cause why the Franchise should not be forfeited.

Section 21.4 This Franchise will automatically terminate by force of law one hundred and twenty (120) calendar days after an assignment for the benefit of creditors or the appointment of a receiver or trustee to take over the business of Franchisee, whether in a receivership, reorganization, bankruptcy assignment for the benefit of creditors, or other action or proceeding. However, this Franchise may be reinstated within that one hundred and twenty (120) day period, if: (a) such assignment, receivership or trusteeship has been vacated; or (b) such assignee, receiver or trustee has fully complied with the terms and conditions of the Codes and this Franchise and has executed this Franchise assuming and agreeing to be bound by the terms and conditions of the Codes and this Franchise. However, in the event of foreclosure or other judicial sale of any of the Facilities, equipment or property of Franchisee, the City may revoke this Franchise, following a public hearing before the Gig Harbor City Council, by serving notice upon the Franchisee and the successful bidder at the sale, in which event the Franchise and all rights and privileges of the Franchise will be revoked and will terminate thirty (30) calendar days after serving such notice, unless: (a) the City has approved the transfer of the Franchise to the successful bidder; and (b) the

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successful bidder has covenanted and agreed with the City to assume and be bound by the terms and conditions of this Franchise and the Codes.

Section 22 Non-Waiver. The failure of the City to insist upon strict performance of any of the covenants and agreements of this Franchise or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such covenants, agreements or option or any other covenants, agreements or option.

Section 23 City Ordinances and Regulations. Nothing herein shall be deemed to restrict the City's ability to adopt and enforce all necessary and appropriate ordinances regulating the performance of the conditions of this Franchise, including any valid ordinance made in the exercise of its police powers in the interest of public safety and for the welfare of the public. The City shall have the authority at all times to reasonably control by appropriate regulations the location, elevation, manner of construction and maintenance of Facilities by Franchisee, and Franchisee shall promptly conform with all such regulations, unless compliance would cause Franchisee to violate other requirements of law. In the event of a conflict between the provisions of this Franchise and any other generally applicable ordinance(s) enacted under the City's police power authority, such other ordinances(s) shall take precedence over the provisions set forth herein.

Section 24 Cost of Publication. The cost of publication of this Franchise shall be borne by Franchisee.

Section 25 Acceptance. Franchisee shall execute and return to the City its execution and acceptance of this Franchise in the form attached hereto as Exhibit A. In addition, Franchisee shall submit proof of insurance obtained and additional insured endorsement pursuant to Section 17 , any Performance Bond, if applicable, pursuant to Section 19 and the Franchise Bond required pursuant to Section 19.3. The administrative fee pursuant to Section 14.1 is due within thirty (30) days of receipt of the invoice from the City.

Section 26 Survival. All of the provisions, conditions, and requirements of Section 5 , Section 6 , Section 8 , Section 12 , Section 16 , Section 18 , Section 26 , Section 27.3, and Section 38.2 of this Franchise shall be in addition to any and all other obligations and liabilities Franchisee

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may have to the City at common law, by statute, or by contract, and shall survive the City's Franchise to Franchisee for the use of the Franchise Area, and any renewals or extensions thereof. All of the provisions, conditions, regulations and requirements contained in this Franchise shall further be binding upon the heirs, successors, executors, administrators, legal representatives and assigns of Franchisee and all privileges, as well as all obligations and liabilities of Franchisee shall inure to its heirs, successors and assigns equally as if they were specifically mentioned where Franchisee is named herein.

Section 27 Assignment.

Section 27.1 This Franchise may not be directly or indirectly assigned, transferred, or disposed of by sale, lease, merger, consolidation or other act of Franchisee, by operation of law or otherwise, unless prompt written notice is provided to the City within sixty (60) days following the assignment. In the case of transfer or assignment as security by mortgage or other security instrument in whole or in part to secure indebtedness, such notice shall not be required unless and until the secured party elects to realize upon the collateral. For purposes of this Section 27 , no assignment or transfer of this Franchise shall be deemed to occur based on the public trading of Franchisee's stock; provided, however, any tender offer, merger, or similar transaction resulting in a change of control shall be subject to the provisions of this Franchise.

Section 27.2 Any transactions that singularly or collectively result in a change of more than fifty percent (50%) of the: (i) ultimate ownership or working control of Franchisee, ownership or working control of the Facilities, (ii) ownership or working control of affiliated entities having ownership or working control of Franchisee or of the Facilities, or (iii) of control of the capacity or bandwidth of Franchisee's Facilities, shall be considered an assignment or transfer requiring City approval. Transactions between affiliated entities are not exempt from City approval if there is a change in control as described in the preceding sentence. Franchisee shall promptly notify the City prior to any proposed change in, or transfer of, or acquisition by any other party of control of Franchisee.

Section 27.3 Franchisee may, without prior consent from the City: (i) lease the Facilities, or any portion, to another person; (ii) grant an indefeasible right of user interest in the Facilities,

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or any portion, to another person; or (iii) offer to provide capacity or bandwidth in its Facilities to another person, provided further, that Franchisee shall at all times retain exclusive control over its Facilities and remain fully responsible for compliance with the terms of this Franchise, and Franchisee shall furnish, upon request from the City, a copy of any such lease or agreement, provided that Franchisee may redact the name, street address (except for City and zip code), Social Security Numbers, Employer Identification Numbers or similar identifying information, and other information considered confidential under applicable laws provided in such lease or agreement, and the lessee complies, to the extent applicable, with the requirements of this Franchise and applicable City codes. Franchisee's obligation to remain fully responsible for compliance with the terms under this Section 27.3 shall survive the expiration of this Franchise but only if and to the extent and for so long as Franchisee is still the owner or has exclusive control over the Facilities used by a third party.

Section 28 Extension. If this Franchise expires without renewal, the City may, subject to applicable law:

(a) Allow Franchisee to maintain and operate its Facilities on a month-to-month basis, provided that Franchisee maintains insurance for such Facilities during such period and continues to comply with this Franchise; or

(b) The City may order the removal of any and all Facilities at Franchisee's sole cost and expense consistent with Section 18 .

Section 29 Entire Agreement. This Franchise constitutes the entire understanding and agreement between the parties as to the subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the parties upon execution of this Franchise.

Section 30 Eminent Domain. The existence of this Franchise shall not preclude the City from acquiring by condemnation in accordance with applicable law, all or a portion of the Franchisee's Facilities for the fair market value thereof. In determining the value of such Facilities, no value shall be attributed to the right to occupy the area conferred by this Franchise.

Section 31 Vacation. If at any time the City, by ordinance, vacates all or any portion of the area affected by this Franchise, the City shall not be liable for any damages or loss to the Franchisee by

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reason of such vacation. The City shall notify the Franchisee in writing not less than sixty (60) days before vacating all or any portion of any such area. The City may, after sixty (60) days written notice to the Franchisee, terminate this Franchise with respect to such vacated area.

Section 32 Notice. Any notice required or permitted under this Franchise shall be in writing, and shall be delivered personally, delivered by a nationally recognized overnight courier, or sent by registered or certified mail, return receipt requested, to the other party at the address listed below. If such notice, demand or other communication shall be served personally, service shall be conclusively deemed made at the time of such personal service. If such notice, demand or other communication is given by overnight delivery, it shall be conclusively deemed given the day after it was sent to the party to whom such notice, demand or other communication is to be given. If such notice, demand or other communication is given by mail, it shall be conclusively deemed given three (3) days after it was deposited in the United States mail addressed to the party to whom such notice, demand or other communication is to be given.

CITY OF GIG HARBOR:
Attn: City Clerk
Address: 3510 Grandview Street
Gig Harbor, WA 98995

Franchisee: Seattle SMSA Limited Partnership d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

With a copy to:
Seattle SMSA Limited Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Legal

Section 33 Severability. If any section, sentence, clause or phrase of this Franchise should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Franchise unless such invalidity or unconstitutionality materially alters the rights, privileges, duties, or obligations hereunder, in which event either party may request renegotiation of those remaining terms of this Franchise materially affected by such court's ruling.

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Section 34 Compliance with All Applicable Laws. Franchisee agrees to comply with all present and future federal and state laws, ordinances, rules and regulations. Nothing herein shall be deemed to restrict the City's ability to adopt and enforce all necessary and appropriate ordinances regulating the performance of the conditions of this Franchise, including any valid ordinance made in the exercise of its police powers in the interest of public safety and for the welfare of the public. The City shall have the authority at all times to reasonably control by appropriate regulations the location, elevation, manner of construction and maintenance of Facilities by Franchisee, and Franchisee shall promptly conform with all such regulations, unless compliance would cause Franchisee to violate other requirements of law. Franchisee further expressly acknowledges that following the approval of this Franchise, the City may modify its Codes to address small wireless facility deployment and such Code modifications shall apply to Franchisee's Facilities, except to the extent of a vested right or right under state or federal law. In the event of a conflict between the provisions of this Franchise and any other generally applicable ordinance(s) enacted under the City's police power authority, such other ordinances(s) shall take precedence over the provisions set forth herein. Notwithstanding the foregoing, Franchisee shall not be required to comply with any new ordinances to the extent that they impact existing Facilities to which Franchisee has a vested right in accordance with the vested rights doctrine under Washington case law or as codified at RCW 19.27.095.

Section 35 Attorneys' Fees. If a suit or other action is instituted in connection with any controversy arising out of this Franchise, the prevailing party shall be entitled to recover all of its costs and expenses, including such sum as the court may judge as reasonable for attorneys' fees, costs, expenses and attorneys' fees upon appeal of any judgment or ruling.

Section 36 Hazardous Substances. Franchisee shall not introduce or use any hazardous substances (chemical or waste), in violation of any applicable law or regulation, nor shall Franchisee allow any of its agents, contractors or any person under its control to do the same. Franchisee will be solely responsible for and will defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from and against any and all claims, costs and liabilities including reasonable attorneys' fees and costs, arising out of or in connection with the cleanup or restoration of the property associated with Franchisee's use, storage, or disposal of

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hazardous substances, whether or not intentional, and the use, storage or disposal of such substances by Franchisee's agents, contractors or other persons acting under Franchisee's control, whether or not intentional.

Section 37 Licenses, Fees and Taxes. Prior to constructing any improvements, Franchisee shall obtain a business or utility license from the City. Franchisee shall pay promptly and before they become delinquent, all taxes on personal property and improvements owned or placed by Franchisee and shall pay all license fees and public utility charges relating to the conduct of its business, shall pay for all permits, licenses and zoning approvals, shall pay any other applicable tax unless documentation of exemption is provided to the City and shall pay utility taxes and license fees imposed by the City.

Section 38 Miscellaneous.

Section 38.1 City and Franchisee respectively represent that its signatory is duly authorized and has full right, power and authority to execute this Franchise.

Section 38.2 This Franchise shall be construed in accordance with the laws of the State of Washington. Venue for any dispute related to this Franchise shall be the United States District Court for the Western District of Washington, or Pierce County Superior Court.

Section 38.3 Section captions and headings are intended solely to facilitate the reading thereof. Such captions and headings shall not affect the meaning or interpretation of the text herein.

Section 38.4 Where the context so requires, the singular shall include the plural and the plural includes the singular.

Section 38.5 Franchisee shall be responsible for obtaining all other necessary approvals, authorizations and agreements from any party or entity and it is acknowledged and agreed that the City is making no representation, warranty or covenant whether any of the foregoing approvals, authorizations or agreements are required or have been obtained by Franchisee by any person or entity.

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Section 38.6 This Franchise may be enforced at both law and equity.

Section 38.7 Franchisee acknowledges that it, and not the City, shall be responsible for the premises and equipment's compliance with all marking and lighting requirements of the FAA and the FCC. Franchisee shall indemnify and hold the City harmless from any fines or other liabilities caused by Franchisee's failure to comply with such requirements. Should Franchisee or the City be cited by either the FCC or the FAA because the Facilities or the Franchisee's equipment is not in compliance and should Franchisee fail to cure the conditions of noncompliance within the timeframe allowed by the citing agency, the City may either terminate this Franchise immediately on notice to the Franchisee or proceed to cure the conditions of noncompliance at the Franchisee's expense.

Section 38.8 This Franchise is subject to all current and future applicable federal, State and local laws, regulations and orders of governmental agencies as amended, including but not limited to the Communications Act of 1934, as amended, the Telecommunications Act of 1996, as amended and the Rules and Regulations of the FCC. Neither the City nor Franchisee waive any rights they may have under any such laws, rules or regulations.

Section 38.9 There are no third party beneficiaries to this Franchise.

Section 38.10 Neither party shall be required to perform any covenant or obligation in this Franchise, or be liable in damages to the other party, so long as the performance of the covenant or obligation is delayed, caused or prevented by a Force Majeure Event. A "Force Majeure Event" is defined for purposes of this Franchise as strikes, lockouts, sit-down strike, unusual transportation delays, riots, floods, washouts, explosions, earthquakes, fire, storms, weather (including inclement weather which prevents construction), acts of the public enemy, wars, terrorism, insurrections, and any other similar act of God event.

Section 39 Ordinance Effective Date. This ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title ("Effective Date").

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APPROVED:

_____
Tracie Markley
MAYOR

ATTEST/AUTHENTICATED:

_____
Josh Stecker
CITY CLERK

APPROVED AS TO FORM:

_____
Daniel Kenny
CITY ATTORNEY

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EXHIBIT A

STATEMENT OF ACCEPTANCE

Seattle SMSA Limited Partnership d/b/a Verizon Wireless, for itself, its successors and assigns, hereby accepts and agrees to be bound by all lawful terms, conditions and provisions of the Franchise attached hereto and incorporated herein by this reference.

Franchisee:
Seattle SMSA Limited Partnership d/b/a Verizon Wireless
By Cellco Partnership, Its General Partner

DocuSigned by:
By: Radha Sharma Date: Jun 27, 2022
548CCBC040CA4F8...

Name: Radha Sharma

Title: Director of Engineering

STATE OF Washington)
)ss.
COUNTY OF King)

On this 27th day of June, 2022, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared, Radha Sharma of Seattle SMSA LP,d/b/a Verizon Wireless, by Cellco Partnership, it's GP, the company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date hereinabove set forth.

DocuSigned by:
Janni Clark
E9DE7CBEB908406...
Signature

Janni Clark

NOTARY PUBLIC in and for the State of Washington, residing at Kirkland, KING COUNTY

MY COMMISSION EXPIRES: 8/29/2022

JANNETTE L. CLARK
Notary Public
State of Washington
Commission # 173345
Commission Expires 8/29/2022

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City of Gig Harbor
City Council Meeting Agenda Bill

Meeting Date: July 11, 2022

SUBJECT: First Reading of Ordinance 1492 Related to Advisory Boards, Commissions and Committees

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

SUGGESTED MOTION: None. Ordinance will be considered at second reading on July 25.

BACKGROUND INFORMATION: As discussed at the June 30 City Council Study Session, Council has directed staff to prepare an ordinance designating all of the City's advisory boards, committees and commissions as mayor-appointed with confirmation by the City Council. This change in designation will bring the City into compliance with RCW 35A.12.090.

Ordinance 1492 enacts the prosed changes and affects the appointment process for the Parks Commission, Arts Commission, Design Review Board and Lodging Tax Advisory Committee.

The Mayor is developing internal procedures for the appointment process for these and other advisory boards, which will include opportunities for councilmember input prior to announcing appointments selections.

FISCAL CONSIDERATION: None.

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: None.

ATTACHMENTS: Ordinance 1492

STRATEGIC PLAN PRIORITY: Foster a healthy City organization

ORDINANCE 1492

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, REVISING CHAPTERS 2.21.020, 2.49.010, 2.50.010, AND 2.53.020 OF THE GIG HARBOR MUNICIPAL CODE RELATED TO ADVISORY BOARDS, COMMISSIONS AND COMMITTEES; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council reviewed the appointment process for the City's advisory boards at its June 29, 2022, study session; and

WHEREAS, the City Council acknowledges that the authority to appoint advisory board members as officer of the City resides with the Mayor in accordance with RCW 35A.12.090; and

WHEREAS, the City Council desires to confirm all advisory board appointments;

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

Section 1. Chapter 2.21.020 – Revised. Chapter 2.21.020 of the Gig Harbor Municipal Code related to the Design Review Board is hereby revised to read as follows:

2.21.020 Terms, qualifications and appointment of members.
A. Members of the design review board shall be appointed by the mayor and confirmed the city council and shall serve terms of three years. The terms shall be staggered. All terms shall expire on September 30th. Members of the design review board shall continue to serve until their successors are appointed and qualified. The city council shall appoint a new DRB member to fill vacancies that might arise and such appointments shall be to the end of the vacating member's term.

B. Design review board members shall have qualifications, skills or demonstrated interest in urban design or historic preservation and must be able to demonstrate the ability to read and interpret site plans, elevation drawings, landscape plans, architectural details and other design details and specifications as may be depicted on plans. All DRB members shall reside in the greater Gig Harbor area within Pierce County (west of the Tacoma Narrows Bridge and east of the Purdy Bridge).

Members shall be selected by the council from at least four of the following categories:

1. A licensed architect with demonstrated experience in urban or historic building design (at least one member shall be selected from this category and no more

than one member shall be selected from this category; any person who meets the qualifications of this category may not be appointed under another category);
2. A city resident with interest and knowledge of urban design (no more than two members shall be selected from this category);
3. A member from the Gig Harbor planning commission (no more than one member shall be selected from this category);
4. A member with a professional background relating to urban design (e.g., a professional artist, a civil engineer, planner, building contractor or professional building designer) as determined by the city council;
5. A member with demonstrated interest and knowledge of landscaping, horticulture, arboriculture or forestry;
6. An individual with a background in identifying, evaluating and protecting historic resources, selected from among the disciplines of architecture, history, architectural history, planning, prehistoric and historic archaeology, folklore, cultural anthropology, curation, conservation or landscape architecture, or related disciplines. (At least two members should be selected from this category.)
Members in this category may participate in all applications reviewed by the DRB pursuant to Chapter 17.99 GHMC (Design Manual), but shall participate in applications received pursuant to Chapter 17.97 GHMC (Historic Preservation).

The DRB action that would otherwise be valid shall not be rendered invalid by the temporary vacancy of one or all of the required categorical positions, as long as there is a quorum, unless DRB action is related to meeting certified local government (CLG) responsibilities cited in the certification agreement between the city and the State Historic Preservation Officer on behalf of the mayor, and the State Historic Preservation Officer on behalf of the state.

Members appointed prior to November 8, 2021, who do not fall into the category restrictions listed above shall be allowed to serve the remainder of their term.

Section 2. Chapter 2.49.010 – Revised. Chapter 2.49.010 of the Gig Harbor Municipal Code related to the Arts Commission is hereby revised to read as follows:

2.49.010 Commission established – Membership.
A. The Gig Harbor arts commission, consisting of seven members appointed by the mayor and confirmed by ~~the vote of a majority of the members of~~ the city council, is established. The term of office shall be three years. Commission members shall be selected for staggered terms. Three commissioners or their successors will serve a one-, two- or the full three-year term based on the position. All subsequent appointments shall be for three years, or for the duration of an unexpired term in the case of an appointment to a vacancy. All commission members' terms shall expire on March 31st and all successive terms shall commence on April 1st. Members may continue to serve past their term expiration if no replacement has been appointed.

B. Commission members shall be appointed upon the basis of demonstrated interest, knowledge and support of the arts. Members shall serve without salary or other compensation; provided, that members shall be reimbursed for

necessary expenses actually incurred with prior administrative approval. Commissioners may be selected from the Gig Harbor community at large.

Section 3. Chapter 2.50.010 – Revised. Chapter 2.50.010 of the Gig Harbor Municipal Code related to the Parks Commission is hereby revised to read as follows:

2.50.010 Parks commission established.

A. The city of Gig Harbor parks commission, consisting of seven members, appointed by the mayor and confirmed by ~~a vote of the majority of~~ the city council, is hereby established.

B. The purpose of the parks commission is to advise the mayor and city council on park and recreation facilities, open space acquisition and development, maintenance and operation of parks and recreation public facilities, operation of parks and recreation programs, and other matters as directed by the city council.

C. Commission members shall initially be selected for staggered terms. Three commissioners or their successors will serve a one-, two- or three-year term based on the position, except that Position 7 shall initially serve a two-year term. All subsequent appointments shall be for three years, or for the duration of an unexpired term in the case of an appointment to a vacancy. All commission members' terms shall expire on March 31st and all successive terms shall commence on April 1st.

D. Commission Appointments.

Each member of the commission shall be a resident of the city of Gig Harbor or residing within the city's urban growth area (UGA) at the time of appointment and throughout her or his time in office. At no time shall there be more than two residents of the UGA serving on the commission. When reviewing appointments to the parks commission, residents of the city of Gig Harbor will be given preference.

Section 4. Chapter 2.53.020 – Revised. Chapter 2.53.020 of the Gig Harbor Municipal Code related to the Lodging Tax Advisory Committee is hereby revised to read as follows:

2.53.020 Composition, rules and terms of office.

The membership of the lodging tax advisory committee shall consist of nine voting members, appointed by the mayor and confirmed by the city council. One member shall be an elected official of the city who shall serve as chair, four members shall be representatives of businesses required to collect the tax, and four members shall be persons involved in activities authorized to be funded by revenue received from the tax. Preference will be given to city residents. Appointments of all members shall be for three years. Initial appointments to the committee shall be made with one-, two-, or three-year terms, so that no more than three members' terms expire in one year. All committee members' terms shall expire on September 30th. Members may continue to serve past their term expiration if no replacement has been appointed. Vacancies on the committee

shall be filled by the city council. No member shall serve more than three consecutive full terms of office. The city council shall review the membership of the committee annually.

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

Section 9. Effective Date. This ordinance shall take effect and be in full force and effect five days after passage and publication of an approved summary consisting of the title.

ADOPTED by the Council of the City of Gig Harbor at a regular meeting thereof, held this 25th day of July, 2022.

_____
Tracie Markley
Mayor

Approved as to form:

_____
Daniel Kenny
City Attorney

Attest:

_____
Joshua Stecker, CMC
City Clerk

City of Gig Harbor
City Council Meeting Agenda Bill

Meeting Date: July 11, 2022

SUBJECT: Authorization for City Website Enhancements

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

SUGGESTED MOTION: Move to authorize the Mayor to execute annually renewing agreements with CivicPlus for SeeClickFix (with Marketplace App) and AudioEye website features.

BACKGROUND INFORMATION: The City has been exploring enhancement opportunities for its website to increase engagement and responsiveness to residents. Two new features have been identified as bringing significant added value to the City's communications.

SeeClickFix is a citizen concern platform that allows residents to report issues, comment on needs, or engage the City with any number of concerns. The platform integrates seamlessly with Public Works' Cartograph task management system and provides an efficient way for residents and staff to communicate. Residents can track requests submitted by themselves or others and can readily see if an issue they noticed has already been reported.

For an additional fee, SeeClickFix can also provide a dedicated mobile app for the City that can be downloaded from any app store. This app will be customized with the City's branding and will provide all of the features of SeeClickFix along with access to the general information on the City's website. The app can also provide push notifications and alerts to users. **($17,200 first year)**

AudioEye is an online accessibility program that analyzes and corrects the City's website for accessibility issues and errors. It also provides a user interface for people with accessibility needs. In addition, AudioEye certifies the website's compliance with all ADA requirements and will represent the City in any compliance-related legal issues that may arise. **($2,262.21 first year).**

FISCAL CONSIDERATION: These website enhancements are not included in the City's 2022 Budget. Sufficient funds exist in the Administration General Fund so that a budget amendment will not be necessary.

Note: The $750 Civic Engage System Training Fee provided on the estimate is included in the 2022 Budget for general training. Civic Plus will also waive this fee if both new enhancements are implemented

Expenditure Required:	Amount Budgeted:	Appropriation Required:
$19,462.21	$0	$0

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: None.

ATTACHMENTS: CivicPlus Quotes

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

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #: Q-25651-1
Date: 5/19/2022 3:15 PM
Expires On: 8/17/2022
Product: CivicEngage

Client:
Gig Harbor WA - CivicEngage

Bill To:
Gig Harbor WA - CivicEngage

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Jeff Mbamala	x	jeff.mbamala@civicplus.com		Net 30

CivicEngage - Statement of Work

QTY	Product Name	DESCRIPTION	PRODUCT TYPE	TOTAL
1.00	AudioEye Managed	AudioEye Managed: https://www.cityofgigharbor.net	Renewable	USD 2,262.21
1.00	System Training (4h, virtual) - CivicEngage	CivicEngage System Training - Virtual, Half Day Block	One-time	USD 750.00

~~List Price - Year 1 Total~~	~~USD 33,067.35~~
Total Investment - Year 1	USD 3,012.21
Annual Recurring Services - Year 2	USD 3,605.00

Total Days of Quote:237

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the Gig Harbor WA - CivicEngage Statement of Work signed by and between the Parties (“the Agreement”). By signing this SOW, Client expressly agrees to the terms and conditions of the Agreement, as though set forth herein.

2. Client will be invoiced for the Total Investment - Year 1 (the sum of one-time costs and a prorated portion of the Annual Recurring Services) upon signing and submission of this SOW. The Annual Recurring Services subscription fee for the Products (as described above) included in this SOW are prorated and co-termed to align with the Client’s current billing schedule and the Annual Recurring Services amount will subsequently be added to Client's Term and regularly scheduled annual invoices under the terms of the Agreement.

3. Each year this SOW is in effect, a technology investment and benefit fee, as agreed to in the Agreement, will be applied to the Annual Recurring Services subscription fee.

Signature Page to follow.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the Agreement terms and conditions

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client	CivicPlus
By:	By:
_____	_____
Name:	Name:
_____	_____
Title:	Title:
_____	_____
Date:	Date:
_____	_____

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization URL

Street Address

Address 2

City State Postal Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Billing Contact E-Mail

Phone Ext. Fax

Billing Address

Address 2

City State Postal Code

Tax ID # Sales Tax Exempt #

Billing Terms Account Rep

Info Required on Invoice (PO or Job #)

Are you utilizing any external funding for your project (ex. FEMA, CARES): Y [ ] or N [ ]

Please list all external sources: _____

Contract Contact Email

Phone Ext. Fax

Project Contact Email

Phone Ext. Fax

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #: Q-26328-1
Date: 6/13/2022 11:03 AM
Expires On: 9/11/2022
Product: SeeClickFix

Client:
Gig Harbor WA - SCF

Bill To:
Gig Harbor WA - SCF

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Jeff Mbamala	x	jeff.mbamala@civicplus.com		Net 30

SeeClickFix - Statement of Work

QTY	Product Name	DESCRIPTION	PRODUCT TYPE	TOTAL
1.00	SeeClickFix Pro	Unlimited gov user licenses for service request management tool to intake citizen submissions via mobile app. Assign requests internally, resolve issues and measure request performance. Includes support and virtual training services.	Renewable	USD 9,200.00
1.00	Marketplace App Annual	Marketplace App Annual	Renewable	USD 8,000.00

~~List Price - Year 1 Total~~	~~USD 19,200.00~~
Total Investment - Year 1	USD 17,200.00
Annual Recurring Services - Year 2	USD 18,060.00

Total Days of Quote:365

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the Gig Harbor WA - SCF Statement of Work signed by and between the Parties (“the Agreement”). By signing this SOW, Client expressly agrees to the terms and conditions of the Agreement, as though set forth herein.

2. Client will be invoiced for the Total Investment - Year 1 (the sum of one-time costs and a prorated portion of the Annual Recurring Services) upon signing and submission of this SOW. The Annual Recurring Services subscription fee for the Products (as described above) included in this SOW are prorated and co-termed to align with the Client’s current billing schedule and the Annual Recurring Services amount will subsequently be added to Client's Term and regularly scheduled annual invoices under the terms of the Agreement.

3. Each year this SOW is in effect, a technology investment and benefit fee, as agreed to in the Agreement, will be applied to the Annual Recurring Services subscription fee.

Signature Page to follow.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the Agreement terms and conditions

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client	CivicPlus
By:	By:
_____	_____
Name:	Name:
_____	_____
Title:	Title:
_____	_____
Date:	Date:
_____	_____

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization URL

Street Address

Address 2

City State Postal Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Billing Contact E-Mail

Phone Ext. Fax

Billing Address

Address 2

City State Postal Code

Tax ID # Sales Tax Exempt #

Billing Terms Account Rep

Info Required on Invoice (PO or Job #)

Are you utilizing any external funding for your project (ex. FEMA, CARES): Y [ ] or N [ ]

Please list all external sources: _____

Contract Contact Email

Phone Ext. Fax

Project Contact Email

Phone Ext. Fax

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
M	July 11	5:30pm	City Council	*See Agenda*
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 Skansie Netshed Structural Repairs 2022 Active CIP Schedule Update Senior Center Location Trolley Update
TH	July 14	3:00pm	Civil Service Commission	CANCELLED
TH	July 14	5:00pm	Design Review Board	CANCELLED
TH	July 21	6:00pm	Planning Commission	Public Hearing: Short Term Rentals
M	July 25	5:30pm	City Council	Consent Agenda • Agreement for Court Collections Services • Professional Services Contract for HVAC Assessment • Second Reading and Adoption of Ordinance 1491 Verizon Small Cell Franchise • Resolution XXXX Authorizing a Sister City Agreement with Bodø, Norway • Professional Services Contract for On-Call Arborist Services • Planning Commission Appointments • Professional Services Contract Amendment for Commercial Fishing Homeport Old Business: • Second Reading and Adoption of Ordinance 1492 Amending Advisory Board Appointment Processes New Business: • First Reading and Adoption of Ordinance 1493 Amending the 2022 Budget • First Reading of Ordinance XXXX Transitional Housing, Permanent Supportive Housing, Emergency Shelters, and Emergency Housing • Contract with HBB Landscaping Architects for Crescent Creek Park Master Plan Staff Report: Quarterly Budget Update
TH	July 28	2:00pm	City Council Study Session	Short Term Rentals Staffing Updates Housekeeping Ordinances 4th of July Event
TH	July 28	5:00pm	Design Review Board	
W	Aug. 3	5:30pm	Parks Commission	
TH	Aug. 4	5:00pm	Planning Commission	By Laws Review, Chair Elections

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.

M	Aug. 8	5:30pm	City Council	Presentation: Annual Crime Report Consent: • 55th St. Ct. (Reid Dr) Water Main Improvements – Public Works Contract Award, Materials Testing, and Change Order Authority Old Business: • Second Reading and Adoption of Ordinance XXXX Transitional Housing, Permanent Supportive Housing, Emergency Shelters, and Emergency Housing New Business: • First Reading of Ordinance XXXX Amending Title 17 for Short Term Rentals • Resolution XXXX TIB Grant Applications • Public Works Operations Center Building Construction – Public Works Contract Award, Construction Support Services, Materials Testing, and Change Order Authority • Public Hearing: First Reading and Adoption of Ordinance XXXX Vacating a Portion of Hall Street
W	Aug. 10	10:00am	Arts Commission	
TH	Aug. 11	2:00pm	City Council Study Session	2022 Active CIP Schedule Update
TH	Aug. 11	3:00pm	Civil Service Commission	
TH	Aug. 11	5:00pm	Design Review Board	Elect Chair & Vice Chair
TH	Aug. 18	5:00pm	Planning Commission	
M	Aug. 22	5:30pm	City Council	CANCELLED
TH	Aug. 25	5:00pm	Design Review Board	
M	Sept. 12	5:30pm	City Council	Old Business: • Second Reading and Adoption of Ordinance XXXX Amending Title 17 for Short Term Rentals New Business • Professional Services Contract for Stormwater Manual Update
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
M	Oct. 10	5:30pm	City Council	
TH	Oct. 14	2:00pm	City Council Study Session	
M	Oct..17	2:00pm	City Council Study Session	Budget Study Session #1 (Legislative, Non-Governmental, Court, Administration, Finance, I.T., Legal, Police, Planning, and Building)
TU	Oct..18	2:00pm	City Council Study Session	Budget Study Session #2 (Marketing, Parks, Streets, Water, Sewer, and Storm)
M	Oct. 24	5:30pm	City Council	
TH	Oct. 27	2:00pm	City Council Study Session	

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.

M	Nov. 14	5:30pm	City Council	New Business: • Public Hearing on Revenue Sources • Resolution XXXX 2023 Property Tax Levy and Resolution XXXX 2023 Excess Property Tax Levy • Public Hearing: First Reading of Ordinance XXXX Adopting the 2023-24 Budget
TH	Nov. 17	2:00pm	City Council Study Session	
M	Nov. 28	5:30pm	City Council	Old Business: • Public Hearing: Second Reading and Adoption of Ordinance XXXX Adopting the 2023-24 Budget
TH	Dec. 1	2:00pm	City Council Study Session	
M	Dec. 12	5:30pm	City Council	
TH	Dec. 15	2:00pm	City Council Study Session	
M	Dec. 26	5:30pm	City Council	CANCELLED

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

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

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

Adopted by Resolution 1237 on March 28, 2022

**Action not funded in 2022 Budget*