AGENDA
GIG HARBOR CITY COUNCIL MEETING
Monday, July 25, 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 - July 11, 2022.pdf
   City Council Study Session Minutes - July 14, 2022.pdf

2. **Contract Approval Between Gig Harbor Municipal Court and Dynamic Collectors, Inc. and Court Payment Management Services, Inc.**

   Documents:

   AGENDA BILL Court Collection Services.pdf

3. **Second Reading and Adoption of Ordinance 1491 Verizon Small Cell Franchise**

   Documents:

   AGENDA BILL Ordinance 1491.pdf

4. **Resolution 1255 Authorizing a Sister City Agreement with Bodø, Norway**

Documents:

AGENDA BILL Resolution 1255.pdf

5. **Resolution 1256 Updating Fee Schedules**

Documents:

AGENDA BILL Resolution 1256.pdf

6. **Approval of Vouchers**

Check numbers 98356 through 98458 and ACH payments in the amount of $872,390.77.

MAYOR'S REPORT

CITY ADMINISTRATOR'S REPORT

PUBLIC COMMENT ON NON-AGENDA ITEMS

OLD BUSINESS

1. **Second Reading and Adoption of Ordinance 1492 Amending Advisory Board Appointment Processes**

Suggested Motion: Move to approve Ordinance 1492

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

NEW BUSINESS

1. **First Reading and Adoption of Ordinance 1493 Amending the City's Personnel Salary Schedule**

Suggested Motion: Move to approve Ordinance 1493.

a) Report: Interim HR Director Shannon Costanti

b) Clarifying questions from Council

c) Public comment

d) Council deliberation and action

Documents:

AGENDA BILL Ordinance 1493.pdf

STAFF REPORT

1. **Quarterly Budget Update - Finance Director Dave**

Rodenbach

Documents:

2022 Quarterly Budget Update.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, July 11, 2022 – 5:30 p.m.
Virtual Meeting

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

CONSENT AGENDA:

1. City Council Minutes - City Council Minutes - June 27, 2022; City Council Study Session Minutes - June 30, 2022
2. Professional Services Contract with Advanced Industrial Automation (AIA) for LS 12A
3. Approval to Rehire Lateral Police Officer Above Mid-Point of Salary Range
4. Approval of Boating Safety Program Agreement with Pierce County
5. Resolution 1254 Setting a Public Hearing for the Vacation of a Portion of Hall Street
6. Easements for Pleasurecraft Marina
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.

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

PRESENTATIONS: Mayor Markley presented a proclamation recognizing the Gig Harbor Sportsman's Club 75th Anniversary. Councilmember Rodenberg accepted the proclamation on behalf of the Sportsman's Club.

MAYOR'S REPORT: Mayor Markley reported on a successful blood drive held at the Civic Center and her report on the City presented to the Chamber of Commerce.

CITY ADMINISTRATOR'S REPORT: Katrina Knutson reported:

- The Downtown Waterfront Alliance has received a renewal of the Main Street accreditation.
- Adam Blodgett has started in his role as full-time Code Enforcement Officer.
- Restaurants are still able to provide outdoor seating under the COVID-19 emergency provisions which remain in effect.
- FISH Foodbank has received the certificate of occupancy for its new building.

PUBLIC COMMENT ON NON-AGENDA ITEMS: Thomas Wick commented on public records requests. Charlee Glock-Jackson announced the upcoming Gig Harbor Art Festival.

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** – Public Works Director Jeff Langhelm

presented the Ordinance and recommended Council adopt the Ordinance at first reading to meet State deadlines.

Public Comment: Thomas Wick commented on ordinance numbering.

> **MOTION:** Move to approve Ordinance 1490 (Woock/Lykins).
> **VOTE:** Unanimously approved.

Council entered into recess at 6:00 p.m. Council reconvened the meeting at 6:05 p.m.

2. **First Reading of Ordinance 1491 Granting Verizon Wireless Franchise** – Public Works Director Jeff Langhelm presented the Ordinance which will grant a nonexclusive telecommunications franchise agreement for fiber optic cable, small wireless facilities, and other related facilities.

   The Ordinance will return for second reading on July 25.

3. **First Reading of Ordinance 1492 Related to Advisory Boards, Commissions and Committees –** City Clerk Josh Stecker introduced the Ordinance which will change the appointment process for the Parks Commission, Arts Commission, Design Review Board, and Lodging Tax Advisory Committee.

   > **MOTION:** Move to direct staff to revise the ordinance to include additional transparency (Woock/no second).

   The Ordinance will return for second reading on July 25.

4. **Authorization for City Website Enhancements –** City Clerk Josh Stecker introduced proposed enhancements to the City's website which include the SeeClickFix and AudioEye programs.

   > **MOTION:** Move to authorize the Mayor to execute annually renewing agreements with CivicPlus for SeeClickFix (with Marketplace App) and AudioEye website features (Woock/Barber).
   > **VOTE:** Unanimously approved.

COUNCIL REPORTS / COMMENTS: Councilmember Woock reported that Public Works responded to a request to have the lighthouse light repaired.

ADJOURN: The meeting adjourned at 6:44 p.m.

____
Joshua Stecker, CMC
City Clerk

MINUTES FOR GIG HARBOR CITY COUNCIL STUDY SESSION
Thursday, July 14, 2022 – 2:00 p.m.
Virtual Meeting

CALL TO ORDER / ROLL CALL: Mayor Markley called the meeting to order at 2:02 p.m. Councilmembers Barber, Denson, Henderson, Rodenberg, Storset, and Woock were present. Councilmember Lykins joined at 2:14 p.m.

DISCUSSION ITEMS:

1. **Sports Complex Phase 1B Update –** Public Works Director Jeff Langhelm, Andrew Cirillo of BCRA, and Senior Engineer Aaron Hulst provided Council with an overview of public outreach efforts, reviewed options for the performance stage, playground area, and pickleball courts, summarized feedback received by the public at the last open house, and answered Council questions.

   Council suggested a modified performance stage (2B) that incorporates aspects of option 1 and option 2 and agreed on option B for the pickleball courts. Council generally agreed on the Artistic/Historic Fishing theme for the playground but would like staff to look at incorporating Tribal elements into the design.

   Staff will inquire if any unique suggestions were made by the public that were not included in today's presentation and if any members of the public provided reasoning for their preferred choices.

2. **Code Enforcement Program –** Principal Planner Carl de Simas introduced Code Enforcement Officer Adam Blodgett, Senior Planner Robin Bolster-Grant, and City Attorney Daniel Kenny. Officer Blodgett referred to the distributed memo and discussed the current code enforcement program and its goals. Staff reviewed common complaints received by the public and the procedure for processing those complaints and discussed possible amendments to the program/process.

   Staff will prepare a fee schedule for Council to review at a future meeting.

3. **Skansie Netshed Project – Proposed Structural Repairs –** Public Works Director Jeff Langhelm discussed needed structural and non-structural repairs. Staff suggested the structural repairs be completed prior to the re-roof and new paint job. This will require an amendment to the contract with Helix Design Group to evaluate the repairs and provide a scope of work.

   A revised contract will come before Council for review in August.

4. **2022 Active CIP Schedule Update –** Public Works Director Jeff Langhelm reviewed the status and provided updates for active capital improvement projects.

ADJOURN: The meeting adjourned at 4:46 p.m.

Tiffany Aliment

Tiffany Aliment
Assistant City Clerk

City of Gig Harbor
City Council Meeting Agenda Bill

Meeting Date: July 25, 2022

SUBJECT: Contract Approval Between Gig Harbor Municipal Court and Dynamic Collectors, Inc. and Court Payment Management Services, Inc.

SUBMITTED BY: Stacy Colberg
DEPARTMENT: Municipal Court **PHONE:** 253-853-7619

SUGGESTED MOTION: Approve contracts between Gig Harbor Municipal Court, Dynamic Collectors, Inc., and Court Payment Management Services, Inc.

BACKGROUND INFORMATION: For decades Gig Harbor Municipal Court has contracted with AllianceOne Receivables Management, Inc. for its collection of court fines, fees, and costs, and with Signal Management Services, Inc. for its pre-collection payment plan services. AllianceOne government services headquarters was located in Gig Harbor until a recent company reorganization and relocation out of state. While collections recovery has remained consistent, the customer service has not met our expectations despite efforts to remedy numerous issues. The court felt it was prudent to revaluate our collections services.

After researching other collections agencies and considering our current customer service needs the court selected Dynamic Collectors, Inc. and its sister company Court Payments Management Services, Inc. to provide both court collection services and payment plan management pursuant to RCW 3.02.045.

Dynamic Collectors, Inc. is an experienced collections provider and has been in business since 1987. Their affiliate company Court Payment Management Services, Inc. (CPMS) was established in 2010. Both Dynamic and CPMS offer high level end-to-end customer service with greater efficiencies, documented procedures for consistent performance, and compassion for its customers, all with a focus on a maximum recovery. Many other courts in Washington use Dynamic Collectors and are extremely satisfied with their services.

FISCAL CONSIDERATION: N/A

Expenditure Required: $ NONE	Amount Budgeted: $ N/A	Appropriation Required: $ N/A

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: N/A

ATTACHMENTS: Dynamic Collectors, Inc. contract and Court Payment Management Services, Inc. contract.

STRATEGIC PLAN PRIORITY: N/A.

COURT PAYMENT MANAGEMENT SERVICES, INC. SERVICE CONTRACT

THIS CONTRACT made and entered into this ________ day of ________________, 2022 by Gig Harbor Municipal Court, Gig Harbor, Washington (hereafter called "COURT") and Court Payment Management Services, Inc. (hereafter called "AGENCY"). It is understood that the AGENCY will be principally responsible for compliance with this contract and insuring compliance of its affiliates, if any.

I. Monthly Payment Collection Services

The AGENCY will offer servicing of the COURT delinquencies and obligations for the COURT obligors, but the COURT is under no obligation to use this program and the COURT shall retain control of its delinquencies and obligations. The AGENCY will generate, monitor, and maintain the payment plan contracts for the COURT.

II. Costs

The COURT will assess and the AGENCY will add costs for this service as follows (RCW 3.02.045):

1. $15.00 Account Set-Up Cost: An initial charge per defendant per payment plan. (The cost is charged only once, per plan, while the defendant remains in an active delinquency program. Setting up a new and/or additional delinquency program requires an additional Set-Up Cost.)

2. $4.75 Monthly Cost: Cost is charged per account payment plan (per defendant) with one case.

3. $8.25 Monthly Cost: Cost is charged per account payment plan (per defendant) with multiple cases.

4. $7.75 Monthly Cost: Cost is charged per account payment plan (per defendant) with one case which has fallen into "past due status."

5. $11.25 Monthly Cost: Cost is charged per account payment plan (per defendant) with multiple cases which has fallen into "past due status."

III. Insurance and Surety Requirements

For the duration of this contract, the AGENCY will maintain in full force and effect and will provide evidence of all insurance required by Gig Harbor Municipal Court, including, but not limited to, evidence of insurance against personal injury liability, comprehensive general liability, workers compensation and automobile liability insurance. *Available upon request.*

IV. Hold Harmless Clause

The AGENCY agrees to indemnify and hold the Clerk of the Court, Gig Harbor Municipal Court and all elected officials, employees and agents of the Gig Harbor Municipal Court harmless from and against any and all claims, demands, liabilities, judgments, losses and expenses, including but not limited to court costs and reasonable attorney fees occasioned by, arising out of related to, or in connection with any negligent or willful action or omission of the AGENCY or its employees and agents in the performance of the herein described. The COURT will indemnify and hold harmless the AGENCY, subsidiary or affiliated companies and divisions, and their officers, agents, owners, attorneys and employees from any claims arising out of or as a result of the negligent acts or omissions of the COURT, its employees or agents; and specifically agrees to indemnify and hold harmless from and against all claims resulting from errors in account information furnished to the AGENCY by the COURT.

V. Agency Compensation
The AGENCY will retain the service costs paid on each account payment plan monitored by the AGENCY.

VI. Failed Agreements
Defendants that fail to make their scheduled payment within forty days from the due date will have their delinquencies or obligations reported to the COURT and will no longer be monitored by the AGENCY.

VII. Remittance
The AGENCY shall remit payments to the COURT monthly.

VIII. Term
This contract shall automatically renew annually unless a desire to renegotiate a new contract is given by either party.

In WITNESS WHEREOF, the parties have executed the CONTRACT on this ________ day of ____________________, 2022.

COURT PAYMENT MANAGEMENT SERVICES, INC.

BY: ____________________
Kevin Klumper
President

ADDRESS:
750 S. Market Blvd
Chehalis, WA 98532

DATE: ____________________

GIG HARBOR MUNICIPAL COURT

BY: Sandra Allen
Printed Name: Sandra Allen
Title: Judge

ADDRESS:
3510 Grandview Street
Gig Harbor, WA 98335

DATE: ____________________

ATTEST:

Stacy Colberg
Printed Name:
Court Administrator

DYNAMIC COLLECTORS, INC.
790 S MARKET BLVD. CHEHALIS, WA 98532
(360) 748-0420 • (800) 464-3457 • FAX (360) 748-0262

THIS CONTRACT made and entered into this ____________ day of ____________________, 2022 by Gig Harbor Municipal Court, Gig Harbor, Washington (hereafter called "COURT") and Dynamic Collectors, Inc. (hereafter called "AGENCY"). It is understood that the AGENCY will be principally liable for compliance with this contract and insuring compliance of its affiliates, if any.

WHEREAS, the COURT holds unpaid judgments, which it desires to have collected; and
WHEREAS, statutory authority exists under *RCW 3.02.045* for the assignment of said unpaid judgments to a licensed collection agency for collection; and
WHEREAS, the AGENCY is duly licensed and bonded to collect said judgments assigned for collection by the COURT, THE PARTIES AGREE AND CONTRACT AS FOLLOWS:

1. **Term and Termination.**
   Either party may terminate this contract within thirty (30) days written notice to the other party or otherwise as the parties may mutually agree. If at any time a party materially defaults on its obligations under this contract the injured party may, at its option, send a notice thereof to the party in default. If such default is not remedied within 15 days of delivery of such notice, the party sending the notice may thereafter terminate this contract. If the AGENCY should become the subject of bankruptcy receivership or insolvency proceedings, the COURT may elect to terminate this contract. Such election shall be effective immediately upon mailing written notice of termination to the AGENCY. On termination of this contract, the AGENCY shall, on request, furnish the COURT with any information obtained with reference to the assigned accounts and/or consumer obligated thereon.

   This contract shall automatically renew annually unless a desire to renegotiate a new contract is given by either party.

2. **Assignment of Judgments/Accounts.**
   The AGENCY agrees to accept for collection and the COURT agrees to assign various judgments/accounts that the COURT determines appropriate for collection, upon the terms and conditions set forth herein and pursuant to current law.

3. **Collection Efforts.**
   The AGENCY shall exercise its best prudent and lawful efforts to secure collections of accounts referred.

4. **Debts Just and Owing.**
The COURT certifies that every account referred will contain accurate information and will be just and owing, and will not be subject to any valid defense, set-off or counterclaim then known to the COURT, including that such account or the obligor of such account will not be subject to any bankruptcy proceeding, stay or discharge as of the time of referral. The COURT shall promptly inform the AGENCY, in writing, of any notice they receive that concerns any bankruptcy filing by any consumer, or of any other change in ability to collect which is made known to the COURT, which constitutes a defense to a collection action. Any account referred to AGENCY will also have had a notice sent by the COURT at least 30 days prior pursuant to *RCW 19.16.500.*

5. **Compliance with Laws.**
Collection activities by the AGENCY shall be in strict compliance with all applicable State and Federal laws existing at the time of collection activity.

6. **Legal Action & Work to be Performed**
The AGENCY shall do all work and furnish all equipment, labor and materials necessary to collect unpaid judgments assigned to the AGENCY by the COURT. The judgments assigned will be chosen at the sole discretion of the COURT.

6.1. Additional litigation by the AGENCY may be taken after reasonable collection efforts have been made. Once legal action has commenced the COURT agrees to support the AGENCY'S efforts and shall provide documents as needed. Unless otherwise agreed, legal costs and fees will be paid by the AGENCY and not the COURT, and will be recoverable from the consumer where allowed by applicable law, out of first monies recovered. Once legal action has commenced the COURT may not cancel accounts unless pursuant to law or AGENCY may assess incurred legal costs to COURT.

6.2. In the event that a defendant resides in another state, the judgment assigned from the COURT may be forwarded to another collection agency with which the AGENCY has a Business Associates Agreement or the judgment assigned from the COURT may be cancelled as an alternative.

7. **Insurance and Surety Requirements.**
For the duration of this contract, the AGENCY shall maintain in full force and effect and shall provide evidence of all insurance required by Gig Harbor Municipal Court. Additionally, the AGENCY will provide a fidelity bond in the sum of $1,000,000.00. *Available upon request.*

8. **Claims against Client.**
Neither the AGENCY, nor the AGENCY'S attorneys shall be responsible for providing the COURT with legal representation to defend the COURT against any claims, counterclaims or third-party claims asserted against the COURT, whether asserted in response to a collection lawsuit initiated by the AGENCY or otherwise.

9. **Cancellation of Accounts.**
Any judgments referred to the AGENCY may be withdrawn by the COURT at any time. However, the COURT shall reimburse the AGENCY for any and all legal fees and costs incurred or awarded to the AGENCY. Notification of withdrawal may be verbal, but shall be verified in writing prior to the next report date.

10. **Uncollectible Accounts.**
In the event an account is deemed uncollectible by the AGENCY, it may be returned to the COURT.

11. **Hold Harmless Clause.**
The AGENCY agrees to indemnify and hold the Clerk of the Court, Gig Harbor Municipal Court and all elected officials, employees and agents of the Gig Harbor Municipal Court harmless from and against any and all claims, demands, liabilities, judgments, losses and expenses, including but not limited to court costs and reasonable attorney fees occasioned by, arising out of related to, or in connection with any negligent or willful action or omission of the AGENCY or its employees and agents in the performance of the herein described. The COURT will indemnify and hold harmless the AGENCY, subsidiary or affiliated companies and divisions, and their officers, agents, owners, attorneys and employees from any claims arising out of or as a result of the negligent acts or omissions of the COURT, its employees or agents; and specifically agrees to indemnify and hold harmless from and against all claims resulting from errors in account information furnished to the AGENCY by the COURT.

12. **Agency Compensation.**
COURT will receive 100% of the principal amount placed with the AGENCY when judgments are paid in full.

The AGENCY will leave a $10.00 balance on the judgment principal portion owed until all collection fees, interest charges and legal costs or fees have been paid in full.

Collection fees shall be added by the COURT onto judgments assigned to the AGENCY at the time of assignment. The AGENCY shall retain payment for services performed as set out hereafter:

The fee will be based on the assigned judgment amount per *RCW 19.16.500*. If the amount is \$100.00 or less, the COURT will assign a fee equal to the full amount. Judgments over \$100.00 will be assigned a fee of 50% of the assigned amount. Judgments over \$100,000.00 will be assigned a fee of 35% of the assigned amount.

Partial payments will be split between the COURT and the AGENCY as follows: Payments shall be applied first to all costs and fees incurred by the AGENCY, including, but not limited to: filing fees, ex parte fees, attorney fees and mailing and postage fees. Remaining payments shall be applied at a rate of 60% to the COURT and 40% to the AGENCY.

The COURT agrees that funds credited to their account may be deducted from future collections if the payment had to be reversed which may include but is not limited to the following situations: payments applied in error, dishonored checks, card chargebacks and payments recalled due to bankruptcy actions.

13. **Interest Charges.**
Upon assignment to collection, interest shall accrue on all account amounts, including, but not limited to, court costs and/or collection fees, at the highest legal amount per annum. Accrued interest shall be calculated by the AGENCY, collected by the AGENCY and remitted by the AGENCY as follows: 100% of accrued interest to the COURT prior to the AGENCY commencing legal action and 100% of interest accrued after the AGENCY has commenced legal action shall be retained by the AGENCY. Any criminal accounts assigned to collection, shall not accrue interest. Criminal restitution amounts must be assigned as a separate account in order to accrue interest. The AGENCY reserves the right to stop charging interest on payroll deductions and post-dated payment plans.

The COURT must receive full payment in order to close a case. The COURT authorizes the AGENCY to either waive or reduce interest as a negotiation tool.

14. **Change in Law.**
Should there be changes in laws or through the COURTS policies which prescribe/allow a different method for receiving collection fees, the AGENCY shall modify its methods accordingly, upon instruction from the COURT.

15. **Payments to COURT from Other Source.**
A payment made on behalf of a consumer directly to the COURT on an assigned account will be promptly reported to the AGENCY by the COURT.

16. **Bankruptcy.**
When an account becomes subject to bankruptcy proceedings, the AGENCY will cancel the account back to the COURT.

17. Reports and Remittance Schedule.

The AGENCY and the COURT agree to the following reports and remittance schedule, subject to mutual modifications:

17.1. The AGENCY shall furnish the COURT with a computerized acknowledgment of the assigned judgments within a reasonable period of time following receipt of the same. The acknowledgement shall include an ALPHA listing by name of judgment consumer, court assigned case number, amount assigned, total number of judgments and total dollar amounts assigned for collection.

17.2. The AGENCY will remit payment to the COURT semi-monthly.

17.3. The AGENCY will furnish the COURT with a report indicating all judgments currently assigned to the AGENCY upon request. The COURT will be provided online access to assigned judgments if desired.

18. Compromises.

The AGENCY will not engage in compromise settlement arrangements without the permission from the COURT on any judgment turned over (with the exception of interest adjustments). The COURT shall have no responsibility for uncollected costs advanced by the AGENCY.

19. Trust Fund Account.

The AGENCY shall deposit all sums received in payment of assigned judgments in a trust account. All such funds shall be held in trust as the sole and exclusive property of the COURT and shall not be used or available for any use by the AGENCY for any purpose whatsoever; or in any way co-mingled with the assets of the AGENCY. Such funds will continue to be the funds of the COURT until remitted or otherwise transferred. The COURT authorizes the AGENCY to endorse cashier's checks and money orders made payable to the COURT for the purpose of deposit into said trust account.

20. Waiver.

Failure to enforce any provision of this Contract shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Contract shall not be deemed waiver of any other right or power.

21. Severability.

In the event any term or condition of this Contract or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms conditions, or applications of this Contract which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Contract are declared severable.

22. **Changes.**
Any changes to this contract shall be in writing and shall be deemed to have been duly given when either (a) personally delivered; or (b) when deposited via certified mail, return receipt requests, postage prepaid to the intended recipient set forth below:

If to the AGENCY:	Dynamic Collectors, Inc. Attn: Kevin Klumper 790 S. Market Blvd. Chehalis, WA 98532
If to the COURT:	Gig Harbor Municipal Court Attn: Stacey Colberg 3510 Grandview Street Gig Harbor, WA 98335

23. **Nondiscrimination.**
In doing the work herein described, the AGENCY shall not discriminate on the basis of race, religion, sex, sexual orientation, age, national origin, disability or any other protected class consideration.

24. **Beneficiaries to Contract.**
This Contract is entered into for the benefit of the COURT and the AGENCY. No third-party beneficiaries are intended to be created or are created hereunder and no other party can derive any benefit here from.

25. **Entire Contract.**
This Contract constitutes the entire understanding between the AGENCY and the COURT regarding collection services provided to the COURT by the AGENCY, and may not be modified except by written agreement signed by both parties. This Contract supersedes any prior Contract, unless incorporated herein by reference.

26. **Choice of Law and Venue.**
This Contract shall be interpreted according to the laws of the State of Washington. Any judicial action to resolve disputes arising out of this Contract shall be brought in Lewis County Superior Court.

In WITNESS WHEREOF, the parties have executed the Contract on this ____________ day of ____________________, 2022.

DYNAMIC COLLECTORS, INC.

BY: ______________________________
Kevin Klumper
President

ADDRESS:
790 S. Market Blvd.
Chehalis, WA 98532

GIG HARBOR
MUNICIPAL COURT

BY: Sandra Allen
Printed Name: Sandra Allen
Title: Judge

ADDRESS:
3510 Grandview Street
Gig Harbor, WA 98335

DATE: ______________________________

DATE: ______________________________

ATTEST:
Stacy Colberg
Printed Name:
Court Administrator

City of Gig Harbor
City Council Meeting Agenda Bill

Meeting Date: July 25, 2022

SUBJECT: Second Reading and Adoption of Ordinance 1491 Verizon Small Cell Franchise.

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

SUGGESTED MOTION: Adopt Ordinance No. 1491 establishing a new franchise agreement with Verizon Wireless.

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.

Expenditure Required: $ 0	Amount Budgeted: $ 0	Appropriation Required: $ 0

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.

At the first reading of this ordinance at the July 11 Council Meeting there were no comments or requests from Council to modify the ordinance.

ATTACHMENTS: Franchise agreement.

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

ORDINANCE 1491

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.

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 <u>Authority Limited to Occupation of Public Rights-of-Way for Services.</u>

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-

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 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 <u>Non-Exclusive Franchise Grant.</u> 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 <u>Location of Telecommunications Network Facilities.</u>

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 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 <u>Relocation of Telecommunications Network Facilities.</u>

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 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 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

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.

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 <u>Undergrounding of Facilities.</u>

Section 6.1 Small Wireless Facilities.

(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.

(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 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.

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 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 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.

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 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 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 <u>One Call Locator Service.</u> 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 <u>Safety and Maintenance Requirements.</u>

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 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 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 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 <u>Emergency Work/Dangerous Conditions.</u>

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 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

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 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 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, 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

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 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 <u>Indemnification</u>

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 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 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, 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;

(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.

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 <u>Abandonment of Franchisee's Telecommunications Network.</u>

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.

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

(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 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 <u>Forfeiture and Revocation.</u>

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.

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 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 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, 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 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.

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 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.

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").

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

APPROVED:

____
Tracie Markley
MAYOR

ATTEST/AUTHENTICATED:

____
Josh Stecker
CITY CLERK

APPROVED AS TO FORM:

____
Daniel Kenny
CITY ATTORNEY

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

By: ______________________________________ Date: ________________________________

Name: _____________________

Title: _____________________

STATE OF ________________)
)ss.
COUNTY OF ______________)

On this ____ day of ________________, 2022, before me the undersigned, a Notary Public in and for the State of __________________, duly commissioned and sworn, personally appeared, ___________________ of ______________________, 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.

____
Signature

____
NOTARY PUBLIC in and for the State of ___________________, residing at _________________________

MY COMMISSION EXPIRES: _______________________________

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
548CCBC040CA4F8... Date: Jun 27, 2022

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

City of Gig Harbor
City Council Meeting Agenda Bill

Meeting Date: July 25, 2022

SUBJECT: Resolution 1255 Authorizing the Mayor to Execute a Memorandum of Understanding with the City of Bodø, Norway, Establishing a Sister City Relationship

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SUBMITTED BY: Josh Stecker, City Clerk
DEPARTMENT: Administration **PHONE:** 253-853-7613

SUGGESTED MOTION: Move to approve Resolution 1255

BACKGROUND INFORMATION: At the April 28 City Council study session, Council received a presentation on the potential for establishing a Sister City relationship with the city of Bodø, Norway. The presentation was made by Lise Kristiansen, Norwegian Honorary Consulate – Alaska, Krestin Bahr, Superintendent of Public Schools for Peninsula School District, Natalie Wimberley, School Board Vice President, and Jennifer Stiefel, owner of Heritage Distillery. Following the presentation, Council expressed its support for pursuing a Sister City agreement with Bodø.

Along with other residents, this group has worked with the Mayor, staff, and the city of Bodø to develop a Memorandum of Understanding to formally establish a Sister City relationship. Resolution 1255 authorizes the Mayor to sign the MOU, as shown in Exhibit A.

The MOU does not obligate the City any financial commitment or specific actions. Under this MOU, the two cities will work cooperatively to organize events and activities that are mutually beneficial.

The MOU provides for the delegation of management of Sister City programming and activities to a Sister City Organization. The Mayor will be working with other organizations to see if there is a suitable partner in the community to take on this role. Any designation of a Sister City Organization would be in the form of an agreement approved by the City Council.

FISCAL CONSIDERATION: None.

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: None.

ATTACHMENTS: Resolution 1255

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

RESOLUTION 1255

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF BODØ, NORWAY, ESTABLISHING A SISTER CITY RELATIONSHIP.

WHEREAS, the City of Gig Harbor and the City of Bodø, Norway, seek to enrich cultural understanding, create adult and student exchange opportunities and broaden cooperation to encourage goodwill between the Cities, and;

WHEREAS, the City of Gig Harbor and the City of Bodø support the promotion of mutual understanding, expansion of official and non-governmental exchanges, and friendship through the promotion of peace, stability and prosperity,

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

Section 1. The Mayor is authorized to execute a memorandum of understanding with the City of Bodø to establish a Sister City relationship, as set forth in Exhibit A.

Section 2. The Mayor is directed to explore potential partnership opportunities with local non-profit organizations to serve in the role of a designated Sister City Organization. Sister City Organizations may assist the City in organizing exchanges and visits, establishing communication and information sharing programs, and raising funds. Any Sister City Organization designation will require approval of the City Council.

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

____
Tracie Markley
Mayor

Attest:

____
Joshua Stecker, CMC
City Clerk

MEMORANDUM OF UNDERSTANDING AGREEMENT FOR A SISTER CITY RELATIONSHIP BETWEEN THE CITY OF GIG HARBOR, WASHINGTON USA AND THE CITY OF BODØ, NORWAY

WHEREAS, both Gig Harbor, Washington, USA and Bodø, Norway seek to enrich cultural understanding, create adult and student exchange opportunities and broaden cooperation to encourage goodwill between the Cities, and;

WHEREAS, the City of Gig Harbor and the City of Bodø support the promotion of mutual understanding, expansion of official and non-governmental exchanges, and friendship through the promotion of peace, stability and prosperity, and;

WHEREAS, in order to develop a Sister City Relationship with cooperation between Gig Harbor and Bodø both Cities agree to support a Sister City Relationship on the following terms:

1. To promote common prosperity and development, both Cities will organize, on the basis of equality, mutual benefit and goodwill, cultural exchanges, contacts to support an electronic “pen pal” program for students, and other information sharing that may include art, business and commerce, culture, governmental administration, health and sports interests, history, science, technology and other information sharing.

2. Citizens, civic and business groups of each city are recognized as ambassadors of goodwill to organize exchanges that may include the above topics.

3. Each City shall organize exchanges, to the extent possible, involving adults and students within the duration of this Memorandum of Understanding. Each exchange and or visit shall be reviewed in advance between the City of Gig Harbor and the City of Bodø or their designated Sister City Organizations.

4. Each Sister City or its designated Sister City Organization agrees to assume all costs of a visit to the Sister City including accommodations,

meals and tours unless home stays and other accommodations are agreed upon in advance.

5. Exchange visit details and activities shall be cooperatively agreed upon by organizing citizens, civic and business groups. Activities shall be provided with the objective to deepen cultural awareness and friendship between citizens, business leaders and government officials.
6. The implementation of the MoU will start on the date of its signature by Both Signatories with a duration of 3 years with the intention to revisit the agreement before it ends to prolong or amend if deemed necessary.
7. This MoU is not legally binding, does not give rise to legal rights or obligations under international law, and the above mentioned activities will be conducted within the budgetary constraints of each Signatory's law.
8. Any difference concerning the interpretation and implementation of this MoU shall be resolved by dialogue between the two Signatories.
9. This Memorandum of Understanding represents the entire agreement between the Cities. It may not be changed or modified without a resolution signed by the leaders of both cities.

These two Cities hereby execute this Memorandum of Understanding.

Gig Harbor, Washington, USA

Mayor Tracie Markley
Date

Bodø, Norway

Mayor Ida Pinnerød
Date

City of Gig Harbor
City Council Meeting Agenda Bill

Meeting Date: July 25, 2022

SUBJECT: Resolution 1256 Amending City Fee Schedule

SUBMITTED BY: Josh Stecker, City Clerk
DEPARTMENT: Administration **PHONE:** 253-853-7613

SUGGESTED MOTION: Move to approve Resolution 1256

BACKGROUND INFORMATION: City departments annually review the fee schedules for various City services and recommend changes to the City's fee schedule which is adopted by Council via resolution.

This year, staff is proposing two additions to the fee schedule:

- Section A-5 on Page 3 is modified to include: "An Electrical Inspection Fee may apply to a Special Event Permit (if required by Labor & Industries) - $100.00." *This fee has been paid by the City when required in the past and it is recommended that this cost be passed on to the permit holder.*
- Section G-11 on Page 13 is modified to include: "**On-call Arborist Review Deposit**: For those applications which require third-party consultant review of arborist reports – including, but not limited to, tree removal, hazardous tree determination, and landscape/replanting and mitigation plans – the applicant shall bear all the costs of the third-party consultant review. The applicant will be required to submit a deposit for the anticipated review prior to the consultant starting review of the project."

FISCAL CONSIDERATION: None.

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: None.

ATTACHMENTS: Resolution 1256

STRATEGIC PLAN PRIORITY: N/A

RESOLUTION 1256

A RESOLUTION OF THE CITY OF GIG HARBOR, WASHINGTON, ESTABLISHING FEES FOR POLICE SERVICES, LAND USE APPLICATIONS AND PERMITS, BUILDING PERMIT FEES, ENGINEERING FEES, COPY SERVICE FEES, AND PUBLIC RECORDS REQUEST FEES; AND REPEALING RESOLUTION 1208.

WHEREAS, the City of Gig Harbor has established police services, land use, engineering, building permit, other development review fees, and copy service fees by Resolution; and

WHEREAS, the Gig Harbor City Council has requested that all departments evaluate fees on an annual basis and, as necessary, propose adjustments to the fee schedule; and

WHEREAS, the last update to the Fee Schedule was approved on May 24, 2021 in Resolution 1208; and

WHEREAS, the revised fee schedule reflects the City's increased costs relating to the processing of police services, land use applications, franchise agreements, engineering permits, fire permits, and building permits; and

WHEREAS, the proposed fee schedule adjustments are deemed necessary to maintain fair and equitable service and application fees;

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

Section 1. The City Council hereby repeals Resolution 1144 and adopts the Administration, Police, Land Use, Engineering, Building, and Public Records Fee Schedule attached as Exhibit A.

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

____
Tracie Markley
Mayor

Attest:

____
Joshua Stecker, CMC
City Clerk

EXHIBIT A

CITY OF GIG HARBOR
FEE SCHEDULE

A. ADMINISTRATION

1) PUBLIC RECORDS REQUEST FEE SCHEDULE

a)	Inspection of records at Civic Center	No fee
b)	8-1/2 x 11", 8-1/2" x 14" & 11" x 17" B&W Copies No charge for first 50 pages	$0.15 per page
c)	Scanned copies No charge for first 50 pages	$0.10 per page
d)	Scanned documents: greater than 11" x 17"	$0.50 per page
e)	Electronic Files or attachments to an email If the number of files is 80 or less, the fee will be waived. 84 files = $1.05	$0.05 per every 4
f)	Records transmitted in electronic format	$0.10 per gigabyte
g)	Digital Storage Media Device (CD/DVD, flash drive)	actual cost
h)	Outside Vendor	actual cost
i)	Envelope / Postage	actual cost
j)	Customized Service Charge *	actual cost
k)	Police body camera or dash camera video redactions (redacting, altering, distorting, pixelating, suppressing, or Otherwise obscuring) per RCW 42.56.240(14) **	$60.25 per staff hour

In the event a request is estimated to exceed $25, the City may require a deposit in an amount not to exceed 10% of the estimated cost prior to the duplication of record(s).

***** When the request would require the use of IT expertise to prepare data compilations or when such customized access services are not used by the agency for other business purposes. The agency may charge actual cost.

****** Unless otherwise exempted from such fee by applicable RCW.

2) DOG LICENSE FEES

Dog license are issued and current for one year from date of original licensing.

a)	Senior Citizens	$5.00
b)	Altered Dogs	$7.00
c)	Unaltered Dogs	$17.00
d)	Dangerous Dogs	$100.00

3) CIVIC CENTER ROOM RENTAL

The city is pleased to share its facilities with the public. Rental rates are per day unless otherwise noted.

Weekdays:

a) City Council Chambers	$ 150.00
b) Lobby Area	$ 75.00
c) Community Room A	$ 75.00
d) Community Room B	$ 75.00

Weekends:

a) City Council Chambers	$ 75.00
b) Lobby Area	$ 50.00
c) Community Room A	$ 50.00
d) Community Room B	$ 50.00

Custodial charges: Custodial charges will be required for weekend, holiday and after-hours building use or if the City Administrator or designee has determined the need. Cost for custodial services will be calculated at the time of the rental with a minimum charge of 2 hours including ½ hour before, duration of the event, and the ½ hour after (total 3 hours).

4) PARK RENTALS

a) Reservations at the Crescent Creek Park Shelter can be made for the following time blocks:

(8 am – 12 pm) (1 pm – 5 pm) (6 pm – 9 pm)

Fees for reservations at the shelter are:

$50 for parties of under 30 people

Refer to the Special Events fees for parties of 30 people or more

b) The Pavilion at Skansie Brothers Park falls under the Special Events regulations

5) SPECIAL EVENTS

Special Events held on public land.

a) City Sponsored Event	$ 0.00
b) City Co-Sponsored Event	$ 50.00
c) Not for Profit Sponsored Event	$ 150.00
d) Profit/Commercial Event	$ 500.00

An Electrical Inspection Fee may apply to a Special Event Permit (if required by Labor & Industries) $ 100.00

6) BUSINESS LICENSE

Business Licenses are processed through Business License Services a Division of the Washington state Department of Revenue.

a) Annual Business License Fee
(for those who meet the $2000 threshold) $ 40.00
The Washington State Fee is $19.00 plus $5.00 per Trade Name.

Cabaret License are processed through the City. Cabaret is defined as a place that serving the public that incudes various forms of live entertainment.

a)	Annual Cabaret License		$ 25.00

Peddlers Licenses are processed through the City of Gig Harbor and are good for ninety days. Licenses can be reapplied for multiple times.

a)	90 Day Peddler License		$ 50.00

Adult Entertainment Business License

a)	Original license		$ 500.00
b)	Renewal		$ 100.00
c)	Adult Entertainer / Manager	yearly	$ 100.00

7) <u>FINGERPRINTING AND WEAPON PERMITS</u>

The Police Department processes fingerprints and Concealed Pistol License.

a) Fingerprinting

1)	Each Card	$ 15.00

b) Concealed Pistol License – Fees are set according to RCW: 9.41.070

1)	New	$ 49.25
2)	Renewal	$ 32.00
3)	Late Renewal	$ 42.00
4)	Replacement of Lost Permit	$ 10.00

B. <u>LAND USE PERMIT APPLICATION FEES</u>

When a development proposal involves two or more permits listed in 3 through 14 below being consolidated and processed concurrently, the highest cost land use permit shall be charged the full fee and all other land use permits charged 50% of the applicable fee. Specified engineering fees, building/fire fees, third party review fees and the fees listed in 1 and 2, and 15 through 24 below are not subject to the 50% reduction. The fees below are paid at submittal of application and include public notice fees; see section F for required deposits and fees incurred during the review process.

1) Amendment to Comprehensive Plan

a) Map Amendment	$4,129.00
b) Urban Growth Area Adjustment	$4,129.00
c) Text Amendment	$4,129.00

2) Amendments to Municipal Code

a) Zoning District Boundary	$4,020.00
b) Text	$4,108.00
c) Height Restriction Area Amendment	$4,020.00

3) Conditional Use Permit

a) Single-family / Accessory Dwelling Unit	$1,082.00
b) Nonresidential/Multiple-family in existing building	$1,706.00

c) New Nonresidential / Multiple-family Dev. $4,051.00
*Above fees include $130.00 for Building/Fire review

4) Variance/Interpretation

a) Single-family Variance	$1,056.00
b) Non-Single-family Variance	$1,560.00
c) Administrative Variance	$ 645.00
d) Interpretation	$ 676.00

*Above variance fees include $98.00 for Building/Fire review

5) Site Plan Review and Landscape Plans

a) Major Site Plan Review

New use or building – Combined Total		$5,297.00
Planning	$3,937.00	
Building/Fire	$ 260.00	
Engineering	$1,100.00	
Existing/approved site plan modifications/expansions – Combined Total		$3,337.00
Planning	$ 2,507.00	
Building/Fire	$ 130.00	
Engineering	$ 700.00	
Modification of conditions of approval – Combined Total		$2,057.00
Planning	$ 1,477.00	
Building/Fire	$ 130.00	
Engineering	$ 450.00	
Regional stormwater ponds – Combined Total		$1,927.00
Planning	$ 1,477.00	
Engineering	$ 450.00	

b) Minor Site Plan Review

Change in use		$ 115.00
Changes to GFA/impervious surface – Combined Total		$ 1,178.00
Planning	$ 630.00	
Building/Fire	$ 98.00	
Engineering	$ 450.00	
Changes to landscaping/common areas/vegetation retention areas/parking lot layout with no impervious surface change		$ 630.00
Demolition		$ 115.00
Changes to stormwater facilities – Combined Total		$ 1,080.00
Planning	$ 630.00	
Engineering	$ 450.00	
Changes to Conditions of Approval		$ 630.00
Rapid Charging Stations		$ 115.00

c) Alternative Landscape Plan $ 630.00

6) Planned Residential District (PRD)
(Exclusive of Subdivision fees)

a) Preliminary PRD – Combined Total		$ 4,415.00
Planning	$ 3,765.00	
Building/Fire	$ 325.00	
Engineering	$ 325.00	
b) Final PRD		$ 1,280.00
c) Major PRD Amendment – Combined Total		$ 2,130.00
Planning	$ 1,300.00	
Engineering	$ 700.00	
Building/Fire	$ 130.00	
d) Minor PRD Amendment – Combined Total		$ 1,078.00
Planning	$ 630.00	
Building/Fire	$ 98.00	
Engineering	$ 350.00	

7) Planned Unit Development (PUD)
(Exclusive of subdivision fees)

a) Preliminary PUD – Combined Total		$ 4,415.00
Planning	$ 3,765.00	
Building/Fire	$ 325.00	
Engineering	$ 325.00	
b) Final PUD		$ 1,280.00
c) Major PUD Amendment – Combined Total		$ 2,130.00
Planning	$ 1,300.00	
Building/Fire	$ 130.00	
Engineering	$ 700.00	
e) Minor PUD Amendment – Combined Total		$ 1,078.00
Planning	$ 630.00	
Building/Fire	$ 98.00	
Engineering	$ 350.00	

8) Performance Based Height Exception		$ 1,658.00
Planning	$ 1,560.00	
Building/Fire	$ 98.00	

9) Transfer of Density Credit Request	$ 630.00

10) Subdivisions

a) Preliminary Plat – Combined Total		$ 6,425.00 + $ 55.00/lot
Planning	$ 4,025.00 + $ 55.00/lot	
Engineering	$ 2,075.00	
Building/Fire	$ 325.00	
b) Minor Preliminary Plat Revisions – Combined Total		$ 1,807.00
Planning	$ 1,259.00	

Building/Fire	$ 98.00	
Engineering	$ 450.00	
c) Final Plat – Combined Total		$3,789.00 + $ 55.00/lot
Planning	$ 2,164.00 + $ 55.00/per lot	
Engineering	$ 1,625.00	
d) Plat Alterations/Vacations – Combined Total		$ 2,358.00
Planning	$ 1,560.00	
Building/Fire	$ 98.00	
Engineering	$ 700.00	

11) Short Subdivisions and Boundary Line Adjustments

a) Preliminary Short Plat Approval – Combined Total		$ 2,287.00
Planning	$ 1,477.00	
Engineering	$ 550.00	
Building/Fire	$ 260.00	
b) Final Short Plat Approval – Combined Total		$ 830.00
Planning	$ 630.00	
Engineering	$ 200.00	
c) Boundary Line Adjustment – Combined Total		$ 853.00
Planning	$ 630.00	
Engineering	$ 125.00	
Building/Fire	$ 98.00	

12) Binding Site Plans

a) Binding Site Plans – Combined Total		$ 3,779.00
Planning	$ 2,106.00	
Engineering	$ 1,575.00	
Building/Fire	$ 98.00	
b) Amendment/Modification/Vacation – Combined Total		$ 866.00
Planning	$ 801.00	
Building/Fire	$ 65.00	

13) Shoreline Management Permits

a) Substantial Development (based upon actual costs or fair market value, whichever is higher)

< $10,000	$ 1,560.00
> $10,000 < $100,000	$ 2,793.00
> $100,000 < $500,000	$ 4,020.00
> $500,000 < $1,000,000	$ 6,511.00
> $1,000,000	$ 9,626.00
b) Variance	$ 4,020.00
c) Conditional Use	$ 4,020.00
d) Revision	$ 1,519.00
e) Request for Exemption	$ 661.00

14) Communications Facilities Application Review

a) General Application Review – Combined Total $ 955.00

Planning $ 890.00

Building/Fire $ 65.00

b) Special Exception $ 630.00

c) Conditional Use $ 4,020.00

15) Wetlands/Critical Areas Analysis

a) City staff review:

Steep Slopes/Erosion Hazard/Landslide Hazard	$ 630.00
Critical Habitat/Streams	$ 630.00
Aquifer Recharge Hydrogeologic Report	$ 630.00
Critical Areas Preliminary Site Investigation	$ 630.00
Critical Areas Report/Mitigation Review	$ 630.00
Reasonable Use Permit	$ 1,904.00
Variance	$ 1,904.00
Flood Plain Development	
i) Flood Hazard Permit	$ 115.00
ii) Elevation Certificate Review	$ 515.00

b) Third Party review:

Critical areas analysis report	Actual Cost
Critical areas mitigation/monitoring report	Actual Cost
Special flood hazard area habitat assessment	Actual Cost

16) Design Review

a) Administrative Approval/DRB Recommendation/Exceptions:

Nonresidential and Multifamily

Up to 10,000 sq. ft. gross floor area (GFA) $ 104.00/each 1,000 sq. ft.

10,001-20,000 sq. ft. GFA $ 136.00/each 1,000 sq. ft.

>20,000 sq. ft. GFA $ 162.00/each 1,000 sq. ft.

Subdivision $ 744.00

Site plans with no buildings/GFA $ 744.00

Single-family/duplex dwelling $ 172.00

b) Administrative Review of Alternative Designs:

Single-family/duplex dwelling $ 515.00 for first 2 alternatives requested + $ 162.00 for each additional.

Tenant Improvement $ 822.00 for first 2 alternatives requested + $ 401.00 for each additional.

c) Amendments to existing or approved plans/buildings: (Fees below are cumulative based on the type of revisions)

Minor Adjustment to Hearing Examiner Decisions $ 822.00

Revisions to parking, landscaping, site amenities	$ 401.00*
Revisions to existing or approved building	25% of fees required by 16a above based on the GFA of the building being revised with a minimum of $401.00 for each building revised.
Revisions to single-family/duplex dwelling	$ 84.00
Revisions to subdivision	$ 401.00

* Fee for revisions to parking, landscaping, site amenities not collected if design review permit is processed concurrently with minor site plan review.

17) Sign Permits

a) All signs less than 25 sq. ft.	$ 52.00
b) Change of Sign, all sizes	$ 52.00
c) Request for Variance	$ 1,560.00
d) Projecting	$ 84.00
e) Wall Sign, non-illuminated:	
25-50 sq. ft.	$ 84.00
51-99 sq. ft.	$ 115.00
>100 sq. ft.	$ 136.00
f) Wall Sign, illuminated:	
25-50 sq. ft.	$ 104.00
51-99 sq. ft.	$ 125.00
>100 sq. ft.	$ 151.00
g) Ground Sign, non-illuminated:	
25-50 sq. ft.	$ 125.00
51-100 sq. ft.	$ 151.00
h) Ground Sign, illuminated:	
25-50 q. ft.	$ 151.00
51-100 sq. ft.	$ 177.00
i) Master Sign Plan Review and any revisions (per Building)	
1 - 5 Tenants	$ 125.00
6 - 12 Tenants	$ 188.00
13+ Tenants	$ 250.00

18) Development Agreements

a) Development Agreements – Combined Total $ 3,986.00 + City Attorney fees
Planning $ 2,996.00 + City Attorney fees
Engineering $ 990.00

b) Development Agreements which include deviations from development standards other than extending the approval duration or phasing of projects

Combined Total	$ 8,994.00+ City Attorney fees	
Planning	$ 6,864.00+ City Attorney fees	
Engineering	$ 2,000.00	
Building/Fire	$ 130.00	

19) Special Use Permit

a) General		$ 128.00
Planning	$ 63.00	
Building/Fire	$ 65.00	
b) Food Truck		$ 136.00
Food Truck – Annual Renewal		75% of Initial Cost

20) Temporary Use Permit		$ 128.00
Planning	$ 63.00	
Building/Fire	$ 65.00	

21) Land Clearing Permit $ 312.00

22) Nonconforming Use and Structure Review

a) Nonconforming use review	$ 801.00
b) Changes from one nonconforming use to another	$1,560.00
c) Nonconforming structure review	$ 801.00

23) Historic Preservation

a) Local Register Nomination/Removal	$ 125.00
b) Certificate of Appropriateness/Waiver	$ 125.00
c) Special Property Tax Valuation	$ 125.00

24) Appeals/Reconsideration

a) To the Hearing Examiner:

Reconsideration	$ 188.00
Administrative Variance	$ 312.00
Administrative Decision	$ 312.00
Notice of Violation	$ 312.00

Note: Appellants who substantially prevail on appeal or reconsideration as determined by the planning director will be refunded the above appeal fee and will not be billed hearing examiner fees. Appellants who do not substantially prevail on appeal or reconsideration, or whose appeal is dismissed for lack of standing will be billed for the hearing examiner costs. No hearing examiner deposit is required for appeals or reconsideration.

b) To the Building Code Advisory Board: $ 572.00

25) a) Danger/Hazard Tree Removal Review $ 250.00

C. ENVIRONMENTAL REVIEW (SEPA)

1) Checklist $ 510.00
2) Environmental Impact Statement
a) Prepared by Staff Actual Cost
b) Prepared by Consultant Actual Cost
3) Appeals of Decisions
a) Administrator's Final Determination (DNS or EIS) $ 312.00
Note: Appellants who substantially prevail on appeal or reconsideration as determined by the planning director will be refunded the above appeal fee and will not be billed hearing examiner fees. Appellants who do not substantially prevail on appeal or reconsideration, or whose appeal is dismissed for lack of standing will be billed for the hearing examiner costs. No hearing examiner deposit is required for appeals or reconsideration.

D. ANNEXATION PETITION

1) Notice of Intent to Commence Annexation $ 520.00
2) Annexation Petition (once accepted by Council)
a) Less than 10 acres $ 1,503.00
b) 10 - 50 acres $ 2,512.00
c) 50 - 100 acres $ 3,656.00
d) 100 + acres $ 5,944.00
*Above fees include $195.00 for Building/Fire and $500 for Public Works review
3) Enumeration actual cost with deposit

E. REQUESTS FOR INFORMATION

1) Land-use information, verbal (up to 15-minutes). Information exchange not requiring code interpretation, research or written/official response. (e.g. What is my zone? What are the requirements for tree retention?).
No Charge

2) Land-use information, verbal (more than 15-minutes). $ 130.00/hour

3) Land-use information, written response requested related to active permit.
No Charge.

4) Land-use information, written response requested not related to active permit (e.g. zoning verification letter) $ 130.00/hour

F. PREAPPLICATION REVIEW

Staff Pre-Application Conference $ 635.00
(includes a written summary of the meeting)
Planning $ 375.00

Building/Fire	$ 130.00		
Public Works	$ 130.00		
DRB Pre-Application Meeting			
First meeting is free			
Subsequent pre-application meetings			$ 645.00 each

G. <u>INVOICED FEES AND DEPOSITS</u>:

1) **Additional Submittal Review Fees:** The costs above in section A include the review of the initial application and two revisions (three submittals total) plus the preparation of staff reports and administrative decisions. If a project requires staff review of more than three submittals, the applicant will be charged a rate of $104.00 per hour (minimum of eight hours) for the time the project planner spends reviewing each submittal thereafter. The applicant shall pay $800.00 prior to staff commencing review of each additional submittal.

2) **Recording Fees:** For those applications which require recording of the final document, the applicant shall bear the costs of all recording.

3) **Hearing Examiner Fees:** For those applications which require a public hearing, an appeal hearing, or a reconsideration decision, the applicant/appellant shall bear all the costs of the hearing examiner. The applicant shall deposit $1,000.00 at time of application to cover hearing examiner costs. Actual costs in excess of the deposit will be billed to the applicant. Actual costs below the deposit will be refunded. In the case of appeals or reconsiderations, appellants who do not substantially prevail on appeal or reconsideration, or whose appeal is dismissed for lack of standing will be billed for the hearing examiner costs. No deposit is required for appeals or reconsideration.

4) **Development Agreement Attorney Deposit:** For those applications for a development agreement, the applicant shall bear all the costs of the city attorney for review of the development agreement. The applicant shall deposit $2,000.00 at time of application to cover attorney costs. Actual costs in excess of the deposit will be billed to the applicant. Actual costs below the deposit will be refunded.

5) **Critical Area Review Deposit:** For those applications which require third-party consultant review of critical area reports, delineations and mitigation, the applicant shall bear all the costs of the third-party consultant review. The applicant will be required to submit a deposit for the anticipated review prior to the consultant starting review of the project.

6) **Annexation Enumeration Deposit:** An applicant shall pay for the actual cost of annexation enumeration if approved. Prior to adoption of an ordinance annexing property, the applicant shall deposit an amount determined by the Planning Director, based on the size and expected population, to be used for enumeration by the city. Actual costs in excess of the deposit will be billed to the applicant. Actual costs below the deposit will be refunded. If the annexation petition is denied, the deposit will be

refunded.

7) **Franchise Agreement / Master Use Permit Review Fees and Attorney Deposit:** For those applications for a franchise agreement / master use permit, the applicant shall pay the City's review fee of $2,080 and bear all the costs of the city attorney for review of the agreement. At the time of application, the applicant shall pay the fee and deposit $5,000 to cover attorney costs. Actual costs in excess of the deposit will be billed to the applicant. Actual costs below the deposit will be refunded.

8) **Cellular Facility Lease Agreement Siting Fee and Attorney Deposit:** For those looking to site a cellular facility, the applicant shall pay the City's review fee of $1,040 and bear all the costs of the city attorney to prepare a lease agreement. At the time of cellular facility application, the applicant shall pay the fee and deposit $5,000 to cover attorney costs. Actual costs in excess of the deposit will be billed to the applicant. Actual costs below the deposit will be refunded.

9) **Technical Feasibility Review of Wireless Communication Facilities:** For those applications looking to place wireless communications in the City, the applicant shall bear all costs for a third-party review to verify technical feasibility of the proposed wireless communication facilities. At the time of application, the applicant shall pay a deposit of $3,000 to cover the third-party review. Actual costs in excess of the deposit will be billed to the applicant. Actual costs below the deposit will be refunded.

10) **Wireless Technical Review Deposit:** For those applications which require third-party consultant review of technical reports, data, or emissions for proposed wireless services, the applicant shall bear all the costs of the third-party consultant review. The applicant will be required to submit a deposit for the anticipated cost of review prior to the consultant starting review of the project.

11) **On-call Arborist Review Deposit**: For those applications which require third-party consultant review of arborist reports – including, but not limited to, tree removal, hazardous tree determination, and landscape/replanting and mitigation plans – the applicant shall bear all the costs of the third-party consultant review. The applicant will be required to submit a deposit for the anticipated review prior to the consultant starting review of the project.

H. COPY SERVICES/ADDRESS LABELS

1)	Zoning Map/Comprehensive Plan Land Use Map (24" x 36")	$ 6.80
2)	Zoning Code	$ 35.00
3)	Comprehensive Plan	$ 15.00
4)	Shoreline Master Program	$ 39.00
5)	Critical Areas Map (24"x 36")	$ 6.80
6)	Visually Sensitive Area (24"x 36")	$ 6.80
7)	Design Manual (GHMC 17.99)	$ 10.00
8)	Full Size Bond Reproduction (By Outside Service)	Charge by outside

service+$ 5.00

9)	Full Size Bond Reproduction (In House)	$ 6.80 per page
10)	8-1/2 x 11”, 8-1/2” x 14” & 11” x 17” B&W Copies No charge for first 50 pages	$ 0.15 per page
11)	8-1/2” x 11”, 8-1/2” x 14 & 11” x 17” Color Copies No charge for first 50 pages	$ 0.20 per page
13)	Scanned documents for electronic records request 8-1/2 x 11”, 8-1/2” x 14” & 11” x 17” B&W No charge for first 50 pages	$ 0.05 per page
14)	Scanned documents 8-1/2 x 11”, 8-1/2” x 14” & 11” x 17” Color No charge for first 50 pages	$ 0.10 per page
15)	Scanned documents All sizes greater than 11” x 17”	$ 0.50 per page
16)	Copy of existing CD or burning documents to CD	$ 1.00 per CD

17) Address labels of property owners within 300 feet of project – included in permit fees

I. FEE REIMBURSEMENTS

Application fees may be reimbursed at the following rate (percent of total fee):

Request to withdraw application prior to any public notice issued	100%
Request to withdraw application after any public notice issued.	85%
Request to withdraw application after 1st comprehensive review of project	50%
Request to withdraw application after 2nd comprehensive review of project, issuance of staff report, or SEPA threshold determination	35%
Request to withdraw application after 3rd comprehensive review of project, or following a public hearing, or issuance of administrative decision	0%

Traffic report preparation fees, if addressed in a Hearing Examiner appeal, may be reimbursed to the extent directed by the Examiner in the Examiner’s final decision.

J. UTILITY EXTENSION REQUEST $ 583.00

K. ENGINEERING FEES

1) Traffic Report Preparation

Traffic Report Preparation Fees shall be charged as follows based on the number of PM Peak Hour Trips:

Tier	PM Peak Hour Trips	Traffic Report Preparation Fee
I	>2 up to 50	$ 2,000
II	51 - 150	$ 3,300

III	151 - 300	$ 6,600	
IV	301 - 750	$ 10,000	
V	>750	$ 10,000	plus $28 per trip over 750

2) Engineering Permit Fees: (For Civil Permits, see items 3 and 5)

Public Works Variance	$ 2,098.00
Engineering	$ 2,000.00
Building/Fire Review	$ 98.00
Actual or Projected Sewer Use Review	$ 2,000.00
Sewer Exception Review	$ 2,000.00
Building Review-Single Family Residence (SFR)	$ 98.00
Building Review-Tenant Improvement w/Change in use	$ 180.00
Encroachment (Administrative and Inspection)	$ 250.00
Encroachment (Temporary)	$ 50.00
Right of way / Vacation	$ 2,098.00
Engineering	$ 2,000.00
Building/Fire	$ 98.00
Water CRC (Non-SFR)	$ 90.00
Sewer CRC (Non-SFR)	$ 90.00
Small Wireless Facility Permit	$ 135.00 per antenna
Transportation CRC (Non-SFR)	$ 90.00
Utility Comprehensive Plan Amendment	$ 2,000.00 (plus consultant fees)
Utility Comprehensive Plan Technical Amendment	$ 1,000.00 (plus consultant fees)
Utility System Consistency Review	$ 2,000.00 (plus consultant fees)
Planning - $900.00	
Engineering - $1,100.00	
Banner installation/removal fee (in addition to Encroachment (Temporary) fee)	$ 100.00
Fire Hydrant Indemnification Processing Fee	$ 1,428.00
Engineering	$ 1,330.00
Building/Fire Review	$ 98.00

3) Civil Permit Review Fees:

Water: linear feet	$ 165.00 for 1st 150 linear feet (lf) + $0.30/lf
Sewer: linear feet	$ 165.00 for 1st 150 linear feet (lf) + $0.30/lf
Street or street w/curb, gutter and sidewalk	$ 165.00 for 1st 150 linear feet (lf) + $0.40/lf
Curb, gutter and sidewalk only	$ 165.00 for 1st 150 linear feet (lf) + $0.40/lf
Storm: Number of catch basins	$ 120.00 for 1st + $16.28 for each additional
Storm: Retention and detention facilities	$ 165.00 for each facility
Lighting (per luminare)	$ 135.00 plus $10.85 per luminare
Signals	$ 555.00 per intersection
Encroachment Permit	$ 75.00
Civil Permit Review – Building/Fire	$ 325.00

Grading Plan Review Fees	
0 to 50 Cu. Yds	$ 130.00
51 to 100 Cu. Yds.	$ 240.00
101 to 1000 Cu Yds.	$ 510.00
1,001 to 10,000 Cu. Yds.	$ 760.00
10,001 to 100,000 Cu. Yds.	$1,000.00
100,001 Cu. Yds. or more	$1,240.00

4) Additional Resubmittal Review Fees: The fees above for Engineering Plan Review include the initial review of the plans and two revisions (three submittals total). If a project requires staff review of more than three submittals, the applicant will be charged a rate of $100.00 per hour (minimum of four hours) for the time the staff reviewer spends reviewing each submittal thereafter, and the minimum fee is due prior to start of review of the fourth submittal. Fees above the minimum resubmittal fee shall be billed to the applicant.

5) Civil Permit Inspection Fees:

Water: linear feet	$ 300.00 for 1st 150 linear feet (lf) + $1.63/lf
Sewer: linear feet	$ 300.00 for 1st 150 linear feet (lf) + $1.63/lf
Sewer: residential step system	$ 210.00 for each residence
Street	$ 300.00 for 1st 150 linear feet (lf) + $1.20/lf
Curb, gutter and sidewalk only	$ 300.00 for 1st 150 linear feet (lf) + $1.20/lf
Storm	$ 145.00 per retention area + $0.60/lf pipe
Lighting (per luminare)	$ 145.00 + $16.48 per luminare
Signals	$1,140.00 per intersection
Grease interceptor permit	$ 500.00

Grading Inspection Fees	
0 to 50 Cu. Yds. or less	$201.00
51 to 100 Cu. Yds. or less	$371.00
101 to 1000 Cu. Yds.	$1.155.00
1,001 to 10,000 Cu. Yds.	$1,938.00
10,001 to 100,000 Cu. Yds.	$3,237.00
100,001 Cu. Yds or more	$9,162.00

6) Water service special charges: The City shall impose special service charges for meter installations and street crossings as described in GHMC Section 13.04.070 Special Charges.

L. BUILDING PERMIT FEES

Table 1-1
Building Permit Fees

Total Valuation	Fee
$1.00 to $500.00	$34.00
$501.00 to $2,000.00	$34.00 for the first $500.00 plus $5.00 for each additional $100.00 or fraction thereof to and including $2,000.00
$2,001 to $25,000	$96.00 for the first $2,000.00 plus $21.00 for each additional $1,000.00 or fraction thereof, to and including $25,000.00
$25,001.00 to $50,000.00	$535.00 for the first $25,000.00 plus $15.00 for each additional $1,000.00 or fraction thereof, to and including $50,000.00
$50,001.00 to $100,000.00	$880.00 for the first $50,000.00 plus $11.00 for each additional $1,000.00 or fraction thereof, to and including $100.000.00
$100,001.00 to $500,000.00	$1,358.00 for the first $100,000.00 plus $9.00 for each additional $1,000.00 or fraction thereof, to and including $500,000.00
$500,001.00 to $1,000,000.00	$4,420.00 for the first $500,000.00 plus $8.00 for each additional $1,000.00 or fraction thereof, to and including $1,000,000.00
$1,000,001.00 and up	$7,666.00 for the first $1,000,000.00 plus $5.00 for each additional $1,000.00 or fraction thereof
Demolition Permit	$119.00
Residential Reroof, SFR or Duplex	$150.00
Building Permit Plan Review Fees	
Building permit plan review fees	The fee for review of building plans will equal 65% of the permit fee in addition to the permit fee.
Base Plan Fees	
Base Plan Application Filing Fee.	$55.00
New Base Plan Review Fee.	150% of plan review fee calculated under T. 1-1 for new construction.
Establish base plan from plan previously approved by the City.	100% of plan review fee calculated under T 1-1 for new construction.
Subsequent plan review fee for use of established base plan.	25% of the plan review fee calculated under T 1-1 for new construction.

Table 1-2
Square Foot Construction Costs[a,b,c]

Group	(2018 IBC/IRC)	Type of Construction								
		IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1	Assembly, theaters, with stage	244.21	236.18	230.55	221.01	207.82	201.82	214.02	189.83	182.71
	Theaters, without stage	223.45	215.42	209.89	200.25	187.31	181.32	193.26	169.33	162.21
A-2	Assembly, nightclubs	190.08	184.73	180.34	172.99	163.33	158.82	166.99	147.83	142.92
	Restaurants, bars, banq. halls	189.08	183.73	178.34	171.99	161.33	157.82	165.99	145.83	141.92
A-3	Assembly, churches	224.47	216.44	210.82	201.27	189.73	183.73	194.28	171.74	164.62
A-3	General, comm. halls, libraries museums	188.77	180.74	174.11	165.57	151.59	146.63	158.58	133.64	127.52
A-4	Assembly, arenas	222.45	214.42	207.80	199.25	185.31	180.32	192.26	167.33	161.21
B	Business	195.88	188.76	182.90	173.98	159.08	153.13	167.31	139.76	133.67
E	Educational	207.44	200.32	195.11	186.22	173.62	164.85	179.83	151.63	147.30
F-1	Factory/Industrial, mod. Hazard	115.30	109.99	103.87	99.84	89.72	85.56	95.69	73.79	69.57

Group	(2018 IBC/IRC)	Type of Construction								
		IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
F-2	Factory/Industrial, low hazard	114.30	108.99	103.87	98.84	89.72	84.56	94.69	73.79	68.57
H-1	High hazard, explosives	107.85	102.54	97.43	92.40	83.50	78.33	88.25	67.57	N.P.
H-2-4	High hazard	107.85	102.54	97.43	92.40	83.50	78.33	88.25	67.57	62.34
H-5	HPM	195.88	188.76	182.90	173.98	159.08	153.13	167.31	139.76	133.67
I-1	Institutional, supervised	194.98	188.36	182.90	175.20	161.40	157.01	175.29	144.58	140.08
I-2	Institutional, hospital	327.69	320.57	314.72	305.80	289.87	N.P.	299.12	270.56	N.P.
I-2	Institutional, nursing homes	227.45	220.33	214.47	205.56	191.65	N.P.	198.88	172.34	N.P.
I-3	Institutional, restrained	222.66	215.54	209.69	200.77	187.11	180.16	194.09	167.80	159.71
I-4	Institutional, day care	194.98	188.36	182.90	175.20	161.40	157.01	175.29	144.58	140.08
M	Mercantile	141.54	136.19	130.80	124.45	114.24	110.73	118.45	98.74	94.83
R-1	Residential, hotels	196.81	190.20	184.74	177.03	162.97	158.58	177.13	146.15	141.65

Group (2018 IBC/IRC)		Type of Construction								
		IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
R-2	Residential, multi-family	165.05	158.44	152.98	145.27	132.00	127.61	145.37	115.18	110.65
R-3	Residential, 1/2 family	154.04	149.85	145.98	142.32	137.11	133.50	139.93	128.29	120.75
R-4	Residential, care/asst. living	194.98	188.36	182.90	175.20	161.40	157.01	175.29	144.58	140.08
S-1	Storage, moderate hazard	106.85	101.54	95.43	91.40	81.50	77.33	87.25	65.57	61.34
S-2	Storage, low hazard	105.85	100.54	95.43	90.40	81.50	76.33	86.25	65.57	60.34
U	Utility, miscellaneous	83.66	79.00	74.06	70.37	63.47	59.32	67.24	50.19	47.80

a. Private garages use Utility, miscellaneous
b. Unfinished basements (all use group) = $22.45 per sq. ft.
c. N.P. = not permitted

Table 1-3
Plumbing Permit Fees

Permit Issuance

1.	For issuing each permit	$28.00

Unit Fee Schedule (in addition to item~~s~~ 1 above)

1.	For each plumbing fixture on one trap or a set of fixtures on one trap (including water, drainage piping and backflow protection therefore)	$10.00
2.	For each building sewer and each trailer park sewer	$21.00
3.	Rainwater Systems - per drain (inside building)	$10.00
4.	For each private sewage disposal system	$55.00
5.	For each water heater and/or vent	$10.00
6.	For each gas-piping system of one to five outlets	$ 8.00
7.	For each additional gas-piping system outlet (per outlet)	$ 3.00
8.	For each industrial waste pretreatment interceptor including its trap and vent, except kitchen-type grease interceptors functioning as fixture traps	$21.00
9.	For each installation, alteration, or repair of water piping and/or water treating equipment, each	$10.00
10.	For each repair or alteration of drainage or vent piping, each fixture	$10.00
11.	For each private landscape irrigation system on any one meter including backflow protection devices therefore.	$10.00
12.	For each atmospheric-type vacuum breakers not included in item 11:	$ 2.00
13.	For each backflow protective device other than atmospheric-type vacuum breakers:	$20.00
14.	For each gray water system	$55.00
15.	For initial installation and testing for a reclaimed water system (excluding initial test)	$42.00
16.	For each medical gas piping system serving one to five inlet(s)/outlet(s) for a specific gas	$69.00
17.	For each additional medical gas inlet(s)/outlet(s)	$ 8.00

Plan Review Fee

A plan review fee equal to 65% of the permit fee shall be charged in addition to the permit fee for all plumbing permits. **Exception:** No plan review fee will be charged for plumbing permits related to residential construction regulated under the International Residential Code.

Table 1-4
Mechanical and Fuel Gas Permit Fees

Permit Issuance	
1. For issuing each permit	$ 34.00
Unit Fee Schedule (in addition to issuance fee above)	
2. HVAC units including furnace, RTU, heat pump & split	$ 22.00
3. Each appliance vent or diffuser or return without appliance	$ 11.00
4. Repair of each appliance & refrigeration unit	$ 19.00
5. Each boiler / compressor	$ 22.00
6. Each air handler	$ 16.00
7. Each VAV box	$ 16.00
8. Each evaporative cooler other than portable type	$ 16.00
9. Each ventilation fan connected to a single duct	$ 11.00
10. Each ventilation system not part of a system under permit	$ 16.00
11. Each commercial hood served by mech. exhaust system including the ductwork	$ 16.00
12. Each piece of equipment regulated by the mechanical code but not listed in this table (fireplace inserts)	$ 16.00
13. Each fuel gas piping system of one to five outlets	$ 8.00
14. Each additional fuel gas outlet	$ 3.00
15. Propane tank installation	$ 66.00

Plan Review Fee

A plan review fee equal to 65% of the permit fee shall be charged in addition to the permit fee for all mechanical permits. **Exception:** No plan review fee will be charged for mechanical permits related to residential construction regulated under the International Residential Code.

Table 1-5
Fire System Permit Fees

Type of Fire Protection System	**Fees** (includes plan review, testing, and inspection)
Fire Alarm Systems	
New Com./Multi. Fam.	$472.00 plus $2.00 per device
Tenant Improvement	$354.00 plus $2.00 per device
Residential (1-2 fam. dwellings)	$190.00 plus $2.00 per device
Sprinkler supervision/notification only	$201.00 plus $2.00 per device
Relocation or addition of up to 5 devices	$75.00 plus $2.00 per device
System upgrade/panel replacement	One half the above listed fees for new work.
AES Radio retrofit	$100.00
Fire Sprinkler Systems	
NFPA 13, 13 R Systems	
1. Each new riser up to 99 heads	$207.00+4.00/head
2. Each wet riser over 99 heads	$578.00
3. Each dry riser over 99 heads	$718.00
4. Each new deluge or pre-action system	$718.00
5. Each new combination sprinkler/standpipe system including a single riser	$931.00
6. Sprinkler underground	$225.00
7. Revision to existing system	$75.00+3.00/head
8. For each electronic permit for installation/ relocation of not more than 10 heads and not involving installation/modification of branch or main piping.	$75.00
9. High piled stock or rack system Add to riser fee	$371.00
NFPA 13D systems	
1. Per dwelling unit fee	$298.00
Standpipe Systems	
1. Each new Class 1 system	
Dry system	$286.00
Wet system	$409.00
2. Each new Class 2 system	$495.00
3. Each new Class 3 system	$495.00
Fire Pumps	$898.00
Type I Hood Suppression Systems	
1. Pre-engineered	$234.00
2. Custom engineered	$409.00

Fixed Pipe Fire Suppression

1. Pre-engineered	$248.00
2. Custom engineered	$569.00

Table 1-6
Additional Services

1.	Inspections outside of normal business hours	$ 75.00/hr[1]
2.	Reinspection fee Reinspection fees double accumulatively when work requiring reinspection is not corrected prior to request for reinspection. (2nd reinspection = $150.00; 3rd reinspection = 300.00 etc.)	$ 75.00/hr
3.	Expired permit renewal within 1 year of expiration	One-half (50%) of the original permit fee.
4.	Inspections for which no fee is specifically indicated	$ 75.00/hr
5.	Fire Code Operational Permit Inspection	$ 75.00/hr
6.	Additional plan review required by changes, additions or revisions to approved plans (per hour - minimum charge one-half hour)	$ 75.00/hr
7.	Temporary Certificate of Occupancy	$ 236.00
8.	Certificate of Occupancy for change in use	$ 75.00/hr
9.	Adult Family Home licensing inspection	$ 75.00/hr
10.	Investigation fee for work without a permit in fee.	100% of the permit fee addition to the permit
11.	Expedited plan review by third party contract	Actual Cost but not less than 65% of the permit fee.
12.	Incident management and investigation	$ 75.00/hr[1]
13.	Fire flow test	$130.00
14.	Appeal of director's decision to BCAB	$130.00
15.	Street name or street name change	$ 50.00

[1] A two hour minimum fee will be charged for all additional services involving employee overtime.

Table 1-7
Fire Code Operational and Construction Permit Fees

Operation	Fee
Aerosol Products	$ 66.00
Amusement Buildings	$ 66.00
Aviation Facilities	$130.00
Carnivals and fairs	$ 66.00
Battery systems	$130.00
Cellulose nitrate film	$ 66.00
Combustible dust producing operations	$ 66.00
Combustible fibers	$ 66.00
Compressed gases	$ 66.00
Exception: Vehicles using CG as a fuel for propulsion See IFC T. 105.6.9 for permit amounts	
Covered mall buildings - Required for:	$ 66.00
placement of retail fixtures and displays, concession equipment, displays of highly combustible goods and similar items in the mall; display of liquid or gas fired equipment in the mall; use of open flame or flame producing equipment in the mall.	
Cryogenic fluids	$ 66.00
Exception: Vehicles using cryogenic fluids as a fuel for propulsion or for refrigerating the lading. See IFC Table. 105.6.10 for permit amounts	
Dry cleaning plants	$ 66.00
Exhibits and trade shows	$ 66.00
Explosives	$198.00
Fire hydrants and valves	$ 66.00
Exception: Authorized employees of the water company or fire department.	
Flammable and combustible liquids	$132.00
In accordance with IFC 105.6.16	
Floor finishing	$ 66.00
In excess of 350 sq. ft. using Class I or Class II liquids	
Fruit and crop ripening	$ 66.00
Using ethylene gas	
Fumigation and thermal insecticidal fogging	$ 66.00
Hazardous materials	$ 66.00
See IFC T. 105.6.20 for permit amounts	
HPM facilities	$132.00
High piled storage	$132.00
In excess of 500 sq. ft.	

Table 1-7
Fire Code Operational and Construction Permit Fees - cont.

Hot work operations	$ 66.00
In accordance with IFC 105.6.23	
Industrial ovens	$ 66.00
Lumber yards and woodworking plants	$ 66.00
Liquid or gas fueled vehicles or equipment	$ 66.00
In assembly buildings	
LP Gas	$132.00
Exception: 500 gal or less water capacity container serving group R-3 dwelling	
Magnesium working	$ 66.00
Miscellaneous combustible storage	$ 66.00
In accordance with IFC 105.6.29	
Open burning	$ 66.00
Exception: Recreational fires	
Open flames and torches	$ 66.00
Open flames and candles	$ 66.00
Organic coatings	$ 66.00
Places of assembly	$ 66.00
Private fire hydrants	$ 66.00
Pyrotechnic special effects material	$ 66.00
Pyroxylin plastics	$ 66.00
Refrigeration equipment	$ 66.00
Regulated under IFC Ch. 6	
Repair garages and motor fuel dispensing facilities	$ 66.00
Rooftop heliports	$ 66.00
Spraying or dipping	$ 66.00
Using materials regulated under IFC Chapter 24	
Storage of scrap tires and tire byproducts	$ 66.00
Temporary membrane structures, tents and canopies	$ 66.00
Except as provided in IFC 105.6.43	
Tire re-building plants	$ 66.00
Waste handling	$ 66.00
Wood products	$ 66.00

Required Construction Permits

Automatic fire extinguishing systems	Ref. Table 1-5
Battery systems	$132.00
Compressed gases except as provided under IFC 105.7.~~2~~3	Ref. Table 1-3
Cryogenic fluids	$132.00
Emergency responder radio coverage system	Ref. Table 1-1
Fire alarm and detection systems and related equipment	Ref. Table 1-5
Fire pumps and related equipment	Ref. Table 1-5
Flammable and combustible liquids - in accordance with IFC 105.7.~~5~~8	$132.00

Hazardous materials	$132.00
Industrial ovens regulated under IFC Chapter 30	$132.00
LP Gas - installation or modification of LP gas system	Ref. Table 1-4
Private fire hydrants - installation or modification of private fire hydrants	Ref. Table 1-5
Solar photovoltaic power systems	Ref. Table 1-1
Spraying or dipping - installation or modification of a spray room, dip tank, or booth	$132.00
Standpipe system	Ref. Table 1-4
Temporary membrane structures tents and canopies Except as provided under IFC 105.7.16	Included in Op. Permit Fee

Any required Fire Code Construction Permit for which a fee is not specifically delineated shall utilize Table 1-1 to calculate the required fee.

City of Gig Harbor
City Council Meeting Agenda Bill

Meeting Date: July 25, 2022

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

SUBMITTED BY: Josh Stecker, City Clerk
DEPARTMENT: Administration **PHONE:** 253-853-7613

SUGGESTED MOTION: Move to approve Ordinance 1492.

BACKGROUND INFORMATION: As discussed at the June 30 City Council study session, Council has directed staff to prepare an ordinance designating all 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 Ordinance was considered by Council at first reading on July 11 with no changes directed.

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**:**

<u>Section 1</u>. <u>Chapter 2.21.020 – Revised</u>. 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 <u>by the mayor and confirmed</u> 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 25, 2022

SUBJECT: First Reading and Adoption of Ordinance 1493 Amending the City's Personnel Salary Schedule

SUBMITTED BY: Shannon Costanti, Interim HR Director
DEPARTMENT: Human Resources **PHONE:** 253-851-5039

SUGGESTED MOTION: Move to approve Ordinance 1493.

BACKGROUND INFORMATION: During the preparation of the 2022 Budget, a request was submitted to create a job classification of Judicial Specialist and eliminate the existing Court Clerk and Lead Court Clerk classifications. The Court Clerk and Lead Court Clerk positions within the Municipal Court have changed significantly since the reorganization of duties over the past 10 years. Since the Lead Court Clerk position was vacated, the work performed by the Lead Court Clerk is divided between two Court Clerks who occupy the entry-level position. Lead Court Clerk job duties are more advanced and require a higher level of responsibility, as well as some administrative tasks in the absence of the Court Administrator. This reclassification better reflects the actual work currently being performed and better serves the court.

At the time Council expressed support for this change, but the new Judicial Specialist classification was not established in the adopted salary schedule. Ordinance 1493 officially amends the City's salary schedule to create a salary range for this classification.

The job description and salary range for this classification have received approval from Teamsters Local Union No. 117 representing the General Non-Supervisory Unit.

FISCAL CONSIDERATION: No budget allocation amendments are required for this salary adjustment.

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: N/A

ATTACHMENTS: Ordinance 1493

STRATEGIC PLAN PRIORITY: Foster a healthy City organization

ORDINANCE 1493

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, AMENDING THE CITY'S PERSONNEL SALARY SCHEDULE; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council adopted the 2022 Budget and Salary Schedule through Ordinance 1474 on November 22, 2021; and

WHEREAS, it is necessary and appropriate to establish the salary schedule for employees of the City of Gig Harbor by ordinance; and

WHEREAS, pursuant to RCW 35A.11.020, the City Council has the power to fix the compensation and working conditions of its officers and employees; and

WHEREAS, the City recognizes the change in duties for the existing Court Clerk classification and the need to establish a Judicial Specialist classification which accurately represents the duties currently being performed and provides an appropriate salary range;

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

Section 1. Exhibit A of Ordinance 1474, which adopted the 2022 Budget and was subsequently amended by Ordinance 1481 and 1487, shall be replaced with the schedule attached to this ordinance as Exhibit A.

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

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

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

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

____
Tracie Markley
Mayor

Approved as to form:	Attest:
________________________________	________________________________
Daniel Kenny City Attorney	Joshua Stecker, CMC City Clerk

JOB DESCRIPTION
JUDICIAL SPECIALIST

Position ID:	TBD	**FLSA:**	Non-Exempt
Department:	Court	**Status:**	Teamsters 117
Revised:	7/19/2022		
Salary Range:	$54,552 - $68,244		

NATURE OF WORK:

Under the direct supervision of the Court Administrator and Presiding Judge, the incumbent performs a wide variety of technical recordkeeping and complex court and administrative duties in support of the Municipal Court. Incumbents are expected to have general knowledge of courtroom practices and maintain a high level of accuracy and knowledge of court policies and procedures in which consequences of an error would be of great detriment.

Work is characterized by a high degree of specialized and confidential responsibilities. Work is performed in accordance with professional standards, city ordinances, state and federal law, and policies established by the presiding judge and/or court administrator. Duties may include, but are not limited to, verifying accuracy and completeness of legal forms; assisting the public including attorneys, law enforcement, jails, and outside agencies by answering inquiries, explaining detailed regulations, procedures, and complex requirements of the judicial process; assisting in the selection of appropriate mandatory forms required to proceed in court; receiving and receipting legal financial obligations, bail, court fines, and fees, ensuring monies are recorded per statute; accurately research and evaluate cases to determine correct course of action in accordance with laws, rules, court policies and procedures.

ESSENTIAL DUTIES & RESPONSIBILITIES:

Judicial Specialist duties require performance of a variety of routine daily tasks, which include but are not limited to:

- Process, file, and enter electronic and paper citations, infractions, criminal complaints; construct and organize files.

- Develop, prepare, and update court calendars, schedule and prepare court hearings, make appropriate record of court proceedings, process and manage files after hearings. Maintain accurate and complete records.

- Process a high volume of mail, legal pleadings, probation reports, public records requests, and legal filings with accuracy and completeness to ensure case is reflective of all court proceedings, filings, and activity.

- Perform and oversee tracking of criminal case files ensuring compliance with court orders.

- Conduct case reviews of all court monitored probation cases by reviewing the treatment compliance status, case history, and driver record of each defendant and report violations to the parties. Receive, review, and record incoming status reports from treatment agencies. Send correspondence relating to court monitored conditions, and issue summons as directed. Provide case information and documents to treatment agencies upon request to facilitate completion of evaluation process.

- Accurately calculate, process, verify, and record community service completion and compliance with court policies, procedures, and orders.

- Provide technical expertise and support in court related documents, legal procedures, rules, and regulations.

- Staff courtroom while court is in session, record all proceedings, take accurate minute notes, provide high level support to the judge for efficient court operations.

- Assist judge during trials; perform courtroom duties including escorting jurors. Docket all procedures, process orders, oversee exhibits, administer oaths, manage trial calendar, subpoena witnesses, notify officers, and prepare agency referrals.

- Provide customer service over the telephone, at the counter, or through correspondence; provide accurate information to the public, defendants, attorneys, and other agencies about municipal court functions, policies, procedures, and schedules.

- Process firearms orders and track compliance. Accurately record number of weapons surrendered as reported by law enforcement.

- Process No Contact Orders in accordance with statutory guidelines; submit to law enforcement and case participants

- Timely report conviction information, probation violations, firearms orders, and ignition interlock requirements to Department of Licensing.

- Timely prepare and submit orders for competency evaluations and restoration orders to Western State Hospital.

- Maintain warrant control; prepare, quash, purge, and verify accuracy of bench warrants.

- Process and maintain control of jail commitments, jail releases, contact appropriate agencies.

- Perform advanced collections and accounting functions of the court; ensure accuracy and compliance with applicable laws and auditor requirements.
- Process bail, bail bonds, bail forfeitures, and bail refunds. Prepare and process overpayments and restitution; issue, record, and mail checks.
- Accurately calculate, receipt, and account for fines, restitution, and costs in court case management system; process end-of-day reports, reconcile cashier till, prepare, and transmit court bank deposits.
- Schedule and monitor time payment agreements and delinquency notices; prepare and mail time payment statements and collection notices; process and assign accounts eligible for collections.
- Perform all duties relating to the federally mandated Interstate Commission for Adult Offender Supervision Transfer.
- Assist customers applying for civil protection orders at the Domestic Violence Kiosk; provide basic technical support with printers and computer software; provide victim resources.
- Participate in the preparation of fiscal reports, monthly reports, and recurring reports; review various audit reports for compliance.
- Schedule, coordinate, and log interpreters in accordance with the Language Assistance Plan.
- Coordinate, generate, and mail jury summons; process paper and electronic juror qualification forms and attachments; respond to juror inquiries.
- Training and cross-training other staff to ensure the performance of all routine tasks.
- Prepare and transmit funds to the City Treasurer in the absence of the Administrator.
- Mentor volunteers and interns and assign appropriate tasks.
- Maintain regular, reliable, and punctual attendance.
- Perform other related duties as assigned.

KNOWLEDGE, SKILLS & ABILITIES:

Knowledge of:
- Statewide court case management system
- Municipal government and court policies, procedures, and practices
- City, county, and state laws, ordinances, codes, regulations, and procedures
- Public sector and judicial work environment
- English grammar, spelling, punctuation, vocabulary, and legal terminology
- Legal forms and documents
- Modern office practices and procedures, office equipment, record keeping techniques, and filing systems
- Interpersonal skills using tact, patience, and courtesy
- Telephone techniques and etiquette

Skilled in:
- Operation of standard office machines and equipment
- Effective oral and written communication
- Effective interpersonal relations
- Records management
- Multitasking

Ability to:
- Perform a wide variety of complex and responsible clerical and accounting tasks with accuracy and reasonable speed
- Perform mathematical calculations quickly and accurately
- Process a wide variety of legal forms and documents in compliance with stablished procedures, mandated timelines, and judicial direction.
- Politely interact with emotionally distraught, irate, and combative individuals
- Learn assigned tasks, understand, and carry out oral and written instructions
- Attend assigned court proceedings and document proceedings with a high level of accuracy
- Maintain confidentiality at all times
- Prepare, proofread, edit, and maintain reports, records, and business correspondence
- Read, interpret, apply, and explain rules, regulations, policies, and procedures.
- Work independently with little direction.
- Complete work with many interruptions

PHYSICAL DEMANDS & WORK ENVIRONMENT:

Work is performed in an office environment and involves close and constant work with computers, requires repetitive motion tasks and sitting for extended periods of time. Walking, sitting, standing, bending, and reaching are required. Work requires operation of modern office equipment and computers. There are no extraordinary physical demands. Exposure to hostile or threatening individuals and exposure to blood borne and/or airborne pathogens may occur. Some travel may be required for mandatory training events.

QUALIFICATIONS REQUIRED:

- High school diploma or GED equivalent and;
- Three (3) years or increasingly responsible administrative, clerical, and customer service experience; preferably two (2) years of court-related clerical work, or legal administrative or paralegal support including one (1) year at an advanced level using independent judgment in applying thorough knowledge of court rules, regulations, policies, and procedures.
- Have the ability to pass pre-employment background and credit check.

PREFERRED QUALIFICATIONS:

- Proficiency in Judicial Information System and/or Enterprise Justice case management system.
- Advanced skills in Microsoft Suite programs.

EXHIBIT A
SALARY SCHEDULES

2022 Executive Positions (Exempt)

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5
City Administrator	$159,532	$167,509	$175,884	$184,679	$193,912
City Attorney	$146,202	$153,512	$161,188	$169,247	$177,710
Chief of Police	$137,602	$144,482	$151,706	$159,291	$167,256
Finance Director	$129,002	$135,452	$142,224	$149,336	$156,803
Public Works Director	$129,002	$135,452	$142,224	$149,336	$156,803
Community Development Director	$129,002	$135,452	$142,224	$149,336	$156,803
Human Resources Director	$122,810	$128,950	$135,398	$142,168	$149,276
Police Lieutenant	$122,810	$128,950	$135,398	$142,168	$149,276
Assistant City Attorney	$100,621	$105,652	$110,935	$116,482	$122,306
City Clerk	$92,451	$97,074	$101,928	$107,024	$112,375
Human Resources Analyst	$77,571	$81,449	$85,522	$89,798	$94,288

2022 Non-Represented Non-Supervisory Personnel

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Assistant City Clerk	$76,534	$79,021	$81,589	$84,241	$86,978	$89,805	$92,724	$95,738
Human Resources Assistant	$52,336	$54,037	$55,793	$57,606	$59,478	$61,411	$63,407	$65,468

2022 Police Personnel (Local 117)

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5
Police Sergeant	$104,196	$109,404	$114,876	$120,624	
Police Officer	$78,900	$82,836	$86,976	$91,332	$95,892

2022 Supervisor Unit (Local 313)

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
City Engineer	$105,118	$108,535	$112,062	$115,704	$119,464	$123,347	$127,356	$131,495
Information Systems Manager	$105,118	$108,535	$112,062	$115,704	$119,464	$123,347	$127,356	$131,495
Building Official / Fire Marshal	$100,642	$103,913	$107,290	$110,777	$114,377	$118,094	$121,933	$125,895
Parks Manager	$93,331	$96,364	$99,496	$102,730	$106,069	$109,516	$113,075	$116,750
Principal Planner	$93,331	$96,364	$99,496	$102,730	$106,069	$109,516	$113,075	$116,750
Tourism & Communications Director	$91,037	$93,996	$97,050	$100,205	$103,461	$106,824	$110,295	$113,880
Court Administrator	$90,343	$93,280	$96,311	$99,441	$102,673	$106,010	$109,455	$113,013
Public Works Superintendent	$89,874	$92,795	$95,811	$98,925	$102,140	$105,460	$108,887	$112,426
WWTP Superintendent	$89,874	$92,795	$95,811	$98,925	$102,140	$105,460	$108,887	$112,426

2022 Non-Supervisory Personnel (Local 117)

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Senior Engineer	$94,917	$98,002	$101,187	$104,476	$107,871	$111,377	$114,997	$118,734
Associate Engineer	$87,778	$90,631	$93,576	$96,617	$99,757	$102,999	$106,347	$109,803
Project Engineer	$87,778	$90,631	$93,576	$96,617	$99,757	$102,999	$106,347	$109,803
Senior Accountant	$87,554	$90,399	$93,337	$96,370	$99,502	$102,736	$106,075	$109,523
Senior Planner	$87,502	$90,346	$93,282	$96,314	$99,444	$102,676	$106,013	$109,458
Infrastructure Systems Engineer	$78,966	$81,532	$84,182	$86,918	$89,743	$92,660	$95,671	$98,780
Assistant Building Official / Fire Marshal	$77,376	$79,891	$82,487	$85,168	$87,936	$90,794	$93,744	$96,791
Field Supervisor	$77,376	$79,891	$82,487	$85,168	$87,936	$90,794	$93,744	$96,791
Construction Supervisor	$77,376	$79,891	$82,487	$85,168	$87,936	$90,794	$93,744	$96,791
Senior WWTP Operator	$72,847	$75,215	$77,660	$80,183	$82,789	$85,480	$88,258	$91,127
GIS Coordinator	$71,277	$73,594	$75,985	$78,455	$81,005	$83,637	$86,356	$89,162
Payroll / Benefits Administrator	$71,084	$73,394	$75,779	$78,242	$80,785	$83,410	$86,121	$88,920
Associate Planner	$70,012	$72,287	$74,637	$77,062	$79,567	$82,153	$84,823	$87,580
Construction Inspector	$68,308	$70,528	$72,821	$75,187	$77,631	$80,154	$82,759	$85,449
Building Inspector / Plans Reviewer	$68,308	$70,528	$72,821	$75,187	$77,631	$80,154	$82,759	$85,449
Code Enforcement Officer	$67,289	$69,476	$71,734	$74,065	$76,472	$78,958	$81,524	$84,173
Executive Assistant	$67,289	$69,476	$71,734	$74,065	$76,472	$78,958	$81,524	$84,173
Mechanic	$66,055	$68,201	$70,418	$72,707	$75,069	$77,509	$80,028	$82,629
WWTP Operator	$65,168	$67,286	$69,473	$71,731	$74,062	$76,469	$78,955	$81,521
Engineering Technician	$64,637	$66,738	$68,907	$71,146	$73,459	$75,846	$78,311	$80,856
Building Maintenance Technician	$64,118	$66,202	$68,353	$70,575	$72,868	$75,236	$77,682	$80,206
Information Systems Assistant	$63,231	$65,286	$67,408	$69,598	$71,860	$74,196	$76,607	$79,097
WWTP - Operator in Training (OIT)*	$63,117							
WWTP Collection Systems Tech II	$60,955	$62,936	$64,982	$67,094	$69,274	$71,526	$73,850	$76,251
Assistant Planner	$60,762	$62,737	$64,776	$66,881	$69,054	$71,299	$73,616	$76,008
Permit Coordinator	$60,762	$62,737	$64,776	$66,881	$69,054	$71,299	$73,616	$76,008
Community Services Officer	$60,222	$62,180	$64,200	$66,287	$68,441	$70,666	$72,962	$75,334
Finance Technician	$59,243	$61,168	$63,156	$65,209	$67,328	$69,516	$71,775	$74,108
Utility Billing Technician	$59,243	$61,168	$63,156	$65,209	$67,328	$69,516	$71,775	$74,108
Planning Technician	$58,937	$60,852	$62,830	$64,872	$66,980	$69,157	$71,404	$73,725
Administrative Assistant	$57,610	$59,483	$61,416	$63,412	$65,473	$67,601	$69,798	$72,066
Community Development Assistant	$57,610	$59,483	$61,416	$63,412	$65,473	$67,601	$69,798	$72,066
Public Works Assistant	$57,610	$59,483	$61,416	$63,412	$65,473	$67,601	$69,798	$72,066
Judicial Specialist	$54,552	$56,325	$58,156	$60,047	$61,999	$64,014	$66,095	$68,244
Police Services Specialist	$49,820	$51,439	$53,110	$54,837	$56,619	$58,459	$60,359	$62,320
Court Clerk	$49,146	$50,743	$52,393	$54,095	$55,853	$57,669	$59,543	$61,478
Custodian	$48,973	$50,565	$52,208	$53,905	$55,657	$57,466	$59,333	$61,262
Public Works Clerk	$48,943	$50,533	$52,176	$53,871	$55,622	$57,430	$59,296	$61,223
Community Development Clerk	$48,943	$50,533	$52,176	$53,871	$55,622	$57,430	$59,296	$61,223
Laborer	$46,505	$48,016	$49,577	$51,188	$52,852	$54,570	$56,343	$58,174

**OIT is an automatic progression into WWTP Operator once employee receives Group 1 Certification.*

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Maintenance Technician	$57,178	$59,037	$60,955	$62,936	$64,982	$67,094	$69,274	$71,526	$73,850	$76,251

The parties agree to continue the combination of Maintenance Technician I and II ranges. Employees will not be able to exceed the mid-range of this classification until they have been with the City for at least 5 years and have achieved goals, licenses and/or certifications. This classification requires CDL Class B license with a Tanker Endorsement. Employees who do not have the required license must obtain it within 18 months.

GIG HARBOR
"THE MARITIME CITY"

To: Mayor Markley and City Council
From: David Rodenbach, Finance Director
Date: July 25, 2022
Subject: Second Quarter Financial Report

The quarterly financial reports for the second quarter of 2022 are attached.

Total resources, which include all revenues, non-revenues, and beginning fund balances, are at seventy-two (72%) percent of the 2022 budget. City-wide revenues, across all funds, excluding internal transfers, loan receipts and beginning and ending fund balances, are fifty-one (51%) percent. Expenditures are at twenty-six (26%) percent of the annual budget.

General Fund Revenues

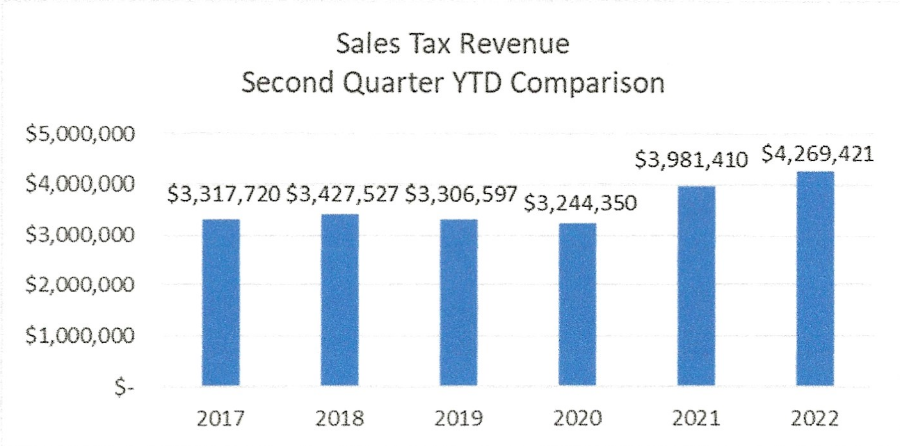
General Fund second quarter year-to-date (YTD) revenues (excluding beginning balances) are at forty-six (46%) percent of budget.

General Fund Revenues 2022
Budget vs. Actuals

General Fund Revenue Source	Budgeted Revenue	Actual Revenue	% Collected	Balance
Taxes				
Property	$ 3,208,714	1,782,540	56%	$ (1,426,174)
Sales	9,628,279	4,347,507	45%	(5,280,772)
B&O Private Utility	1,180,062	711,266	60%	(468,796)
City Utility	518,217	219,955	42%	(298,262)
Other	220,525	145,595	66%	(74,930)
Sub-Total Taxes	**$ 14,755,797**	**$ 7,206,864**	**49%**	**$ (7,548,933)**
Licenses & Permits	1,632,306	875,098	54%	(757,209)
Intergovernmental	1,696,222	114,192	7%	(1,582,030)
Charges for Services	217,112	125,651	58%	(91,461)
Fines & Forfeitures	76,851	27,588	36%	(49,263)
Miscellaneous	143,390	176,495	123%	33,105
Transfers and other Sources of Funds	20,574	70,042		49,468
Sub-Total	**$ 3,786,455**	**$ 1,389,067**	**37%**	**$ (2,397,388)**
Total General Fund	**$ 18,542,252**	**$ 8,595,930**	**46%**	**$ (9,946,322)**

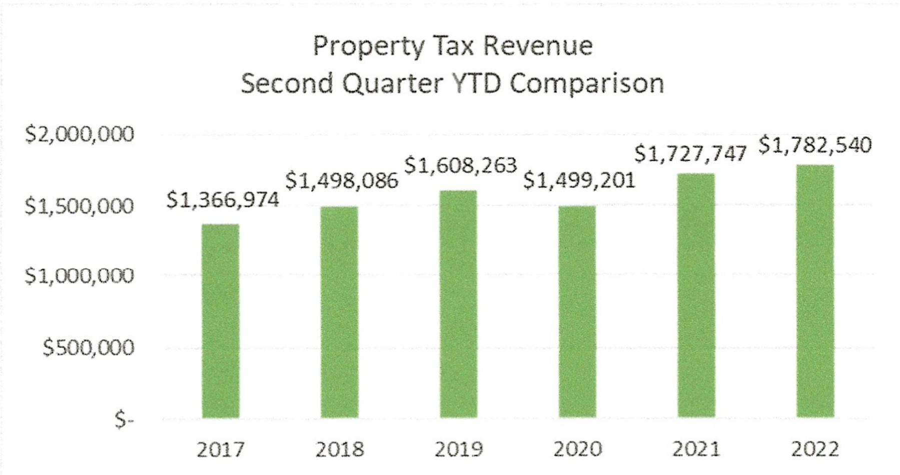
Sales Tax Revenue

Second quarter year-to-date sales tax revenue is illustrated below for years 2017 through 2022. Sales tax is at 45% of budget for 2022.



Property Tax Revenue

Second quarter year-to-date revenue from property taxes, 2017 through 2022, is shown below:

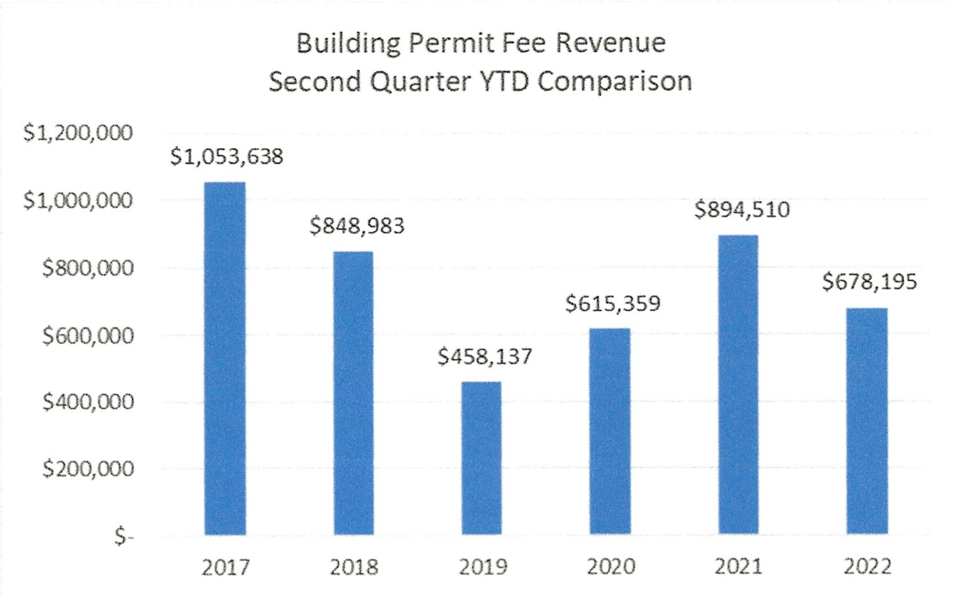


Transportation Benefit District

The City began receiving revenue in the second quarter of 2020 from the Transportation Benefit District (TBD). Second quarter year-to-date revenue for 2022 is $1,001,329; total TBD resources are $4,002,014.

Building Permit Fee Revenue

Second quarter year-to-date revenue from building permit fees, 2017 through 2022, is shown below:



General Fund Expenditures

General fund second quarter year-to-date expenditures are at thirty-four (34%) percent of budget.

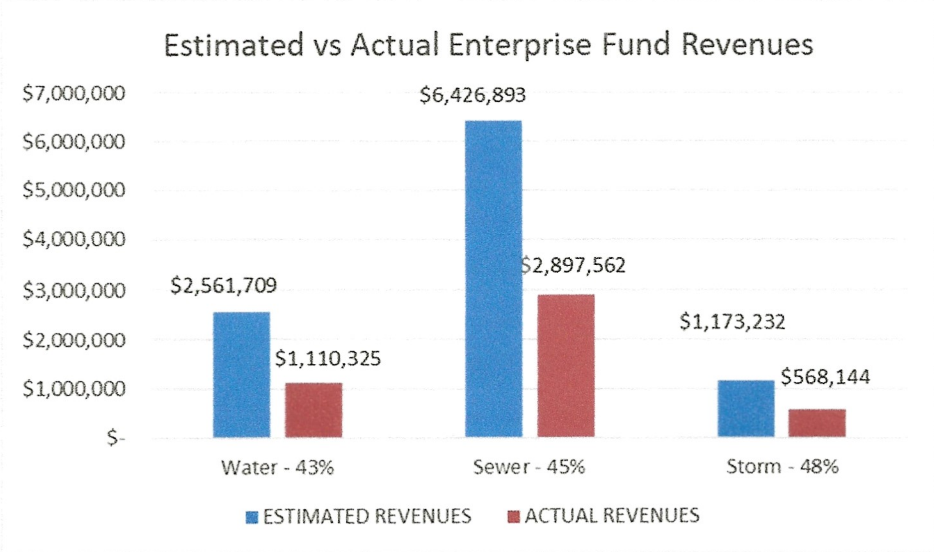
General Fund Expenditures 2022
By Department

FUND NO.	DESCRIPTION	ESTIMATED EXPENDITURES	ACTUAL EXPENDITURES	BALANCE OF ESTIMATE	PERCENT %
001	GENERAL GOVERNMENT				
01	NON-DEPARTMENTAL	$ 8,601,530	$ 2,606,571	$ 5,994,959	30%
02	LEGISLATIVE	73,000	40,870	32,130	56%
03	MUNICIPAL COURT	535,000	235,062	299,938	44%
04	ADMINISTRATIVE/FINANCIAL	2,378,700	808,518	1,570,182	34%
06	POLICE	4,637,843	1,968,381	2,669,462	42%
14	COMMUNITY DEVELOPMENT	2,814,246	920,318	1,893,928	33%
15	PARKS AND RECREATION	1,836,694	534,826	1,301,868	29%
16	BUILDING	710,030	178,283	531,747	25%
001	TOTAL GENERAL FUND	$ 21,587,043	$ 7,292,830	$ 14,294,213	34%

Water, Sewer and Storm

Revenues:

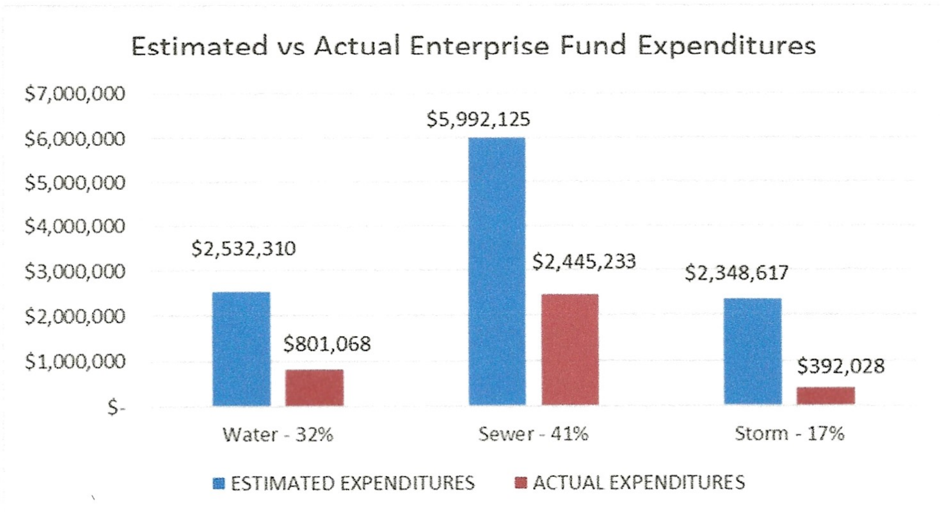
Water, Sewer and Storm Sewer revenues are forty-three (43%) percent, forty-five (45%) percent and forty-eight (48%) percent of the annual budget.



Water, Sewer and Storm

Expenditures:

Expenditures for the three funds are at thirty-two (32%) percent, forty-one (41%) percent and seventeen (17%) percent of the 2022 budget.



Cash & Investments

Cash balances are adequate in all funds. Second quarter total cash and investment balance across all funds nears $64 million.

Composition of Cash and Investments		
CASH ON HAND	$	300
CASH IN BANK		1,595,206
LOCAL GOV'T INVESTMENT POOL		42,385,940
OTHER INVESTMENTS		20,000,048
	$	63,981,494

US Bank Safekeeping Investments:

In June 2022, in coordination with Time Value Investments (TVI) and US Bank Safekeeping, we moved $20 million of idle City funds from the Washington State Treasurer's Local Government Investment Pool (LGIP) to create a portfolio of securities earning higher interest rates (summarized below). The portfolio consists of ten securities of $2 million each ranging from six months maturity to five years. The average yield for the portfolio is 3.06%, an approximately 200-basis point spread from the pool. This will significantly increase revenue to the City. At current rates, the City will realize an additional $400,000 each year in interest revenue.

Security Type	Par Value	Coupon	Yield	Maturity Date
US Treasury	2,000,000	0.125	2.360	12/31/2022
FHLB	2,000,000	2.000	2.780	6/1/2023
FHLB	2,000,000	3.375	2.950	12/8/2023
FHLB	2,000,000	3.125	3.020	6/14/2024
FHLB	2,000,000	1.000	3.008	12/20/2024
FFCB	2,000,000	3.375	3.120	6/20/2025
FHLB	2,000,000	3.375	3.330	12/23/2025
FHLB	2,000,000	1.010	3.320	7/28/2026
FNMA	2,000,000	0.875	3.325	12/18/2026
FHLB	2,000,000	1.020	3.360	12/18/2026

GIG HARBOR
"THE MARITIME CITY"

CASH AND INVESTMENTS
YEAR TO DATE ACTIVITY
AS OF JUNE 30, 2022

FUND NO.	DESCRIPTION	BEGINNING CASH AND INVESTMENTS	REVENUES	EXPENDITURES	OTHER CHANGES	ENDING CASH AND INVESTMENTS
001	GENERAL GOVERNMENT	$ 7,842,536	$ 8,595,930	$ 7,292,830	$ (644,498)	$ 8,501,138
101	STREET FUND	713,231	1,164,164	1,043,656	(50,735)	783,003
102	STREET CAPITAL FUND	981,024	1,290,785	1,653,803	(300,681)	317,324
103	SENIOR CAPITAL FUND	100,697	227	-	-	100,925
104	PEDESTRIAN SAFETY FUND	215,237	485	-	-	215,722.17
105	DRUG INVESTIGATION FUND	17,565	40	-	-	17,605
106	DRUG INVESTIGATION FUND	11,526	24	1,811	-	9,739
107	HOTEL-MOTEL FUND	1,171,814	185,290	80,900	(56,108)	1,220,095
108	PUBLIC ART CAPITAL PROJECTS	98,799	214	4,419	(723)	93,871
109	PARK DEVELOPMENT FUND	618,073	1,023,099	1,541,164	(93,165)	6,844
110	CIVIC CENTER DEBT RESERVE	-	-	-	-	
111	STRATEGIC RESERVE FUND	2,602,988	5,871	-	-	2,608,859
112	EQUIPMENT RESERVE FUND	489,443	1,104	-	-	490,547
113	CONTRIBUTIONS/DONATIONS	-	-	-	-	-
208	LTGO BOND REDEMPTION	78,315	320,331	320,154	-	78,492
211	UTGO BOND REDEMPTION	274,421	139,684	14,042	-	400,063
301	PROPERTY ACQUISITION FUND	599,669	437,108	-	-	1,036,776
305	GENERAL GOVT CAPITAL IMPR	476,509	415,688	-	-	892,198
309	IMPACT FEE TRUST	3,803,829	942,705	878,000	(62)	3,868,472
310	HOSPITAL BENEFIT ZONE	6,308,693	13,777	240,000	-	6,082,470
401	WATER OPERATING	2,556,321	1,110,325	801,068	(76,547)	2,789,031
402	SEWER OPERATING	4,502,178	2,897,562	2,445,233	(28,961)	4,925,545
403	SHORECREST RESERVE FUND	219,077	12,117	415	(292)	230,487
407	UTILITY RESERVE	1,436,662	2,228	-	-	1,438,891
408	UTILITY BOND REDEMPTION	260,400	1,070,461	1,069,311	-	261,551
410	SEWER CAPITAL CONSTRUCTION	10,942,913	1,291,675	1,445,335	(255,518)	10,533,735
411	STORM SEWER OPERATING FUND	1,438,963	568,144	392,028	3,405	1,618,483
412	STORM SEWER CAPITAL	2,959,336	221,827	160,008	(20,213)	3,000,942
420	WATER CAPITAL ASSETS	7,624,721	993,458	153,881	(7,627)	8,456,671
631	MUNICIPAL COURT	-	26,523	21,152	(5,371)	
650	TRANSPORTATION BENEFIT DISTRICT	3,000,684	1,001,329	-	-	4,002,014
		$ 61,345,628	$ 23,732,175	$ 19,559,210	$ (1,537,096)	$ 63,981,494

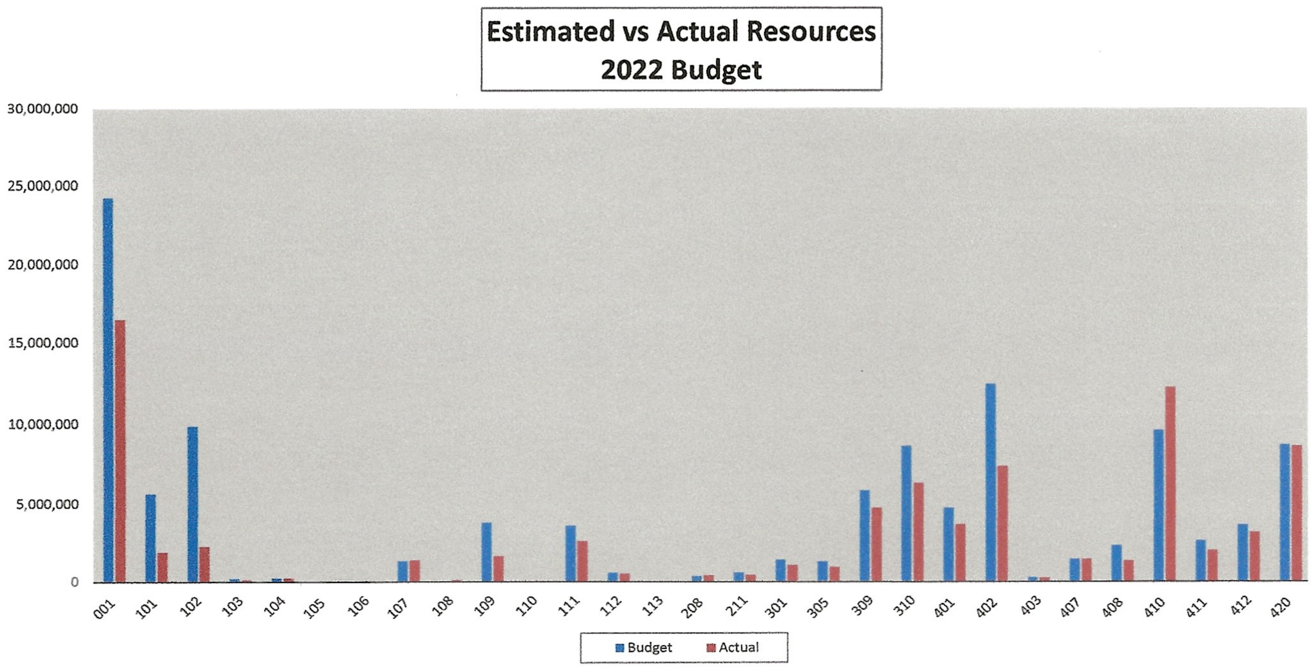
COMPOSITION OF CASH AND INVESTMENTS
AS OF JUNE 30, 2022

		MATURITY	RATE	BALANCE
CASH ON HAND				$ 300
CASH IN BANK				1,595,206
LOCAL GOV'T INVESTMENT POOL	(Net Earnings Rate)		0.9798%	42,385,940
OTHER INVESTMENTS			3.06% avg	20,000,048
				$ 63,981,494

GIG HARBOR
THE MARITIME CITY

YEAR-TO-DATE RESOURCE SUMMARY AND COMPARISON TO BUDGET AS OF JUNE 30, 2022

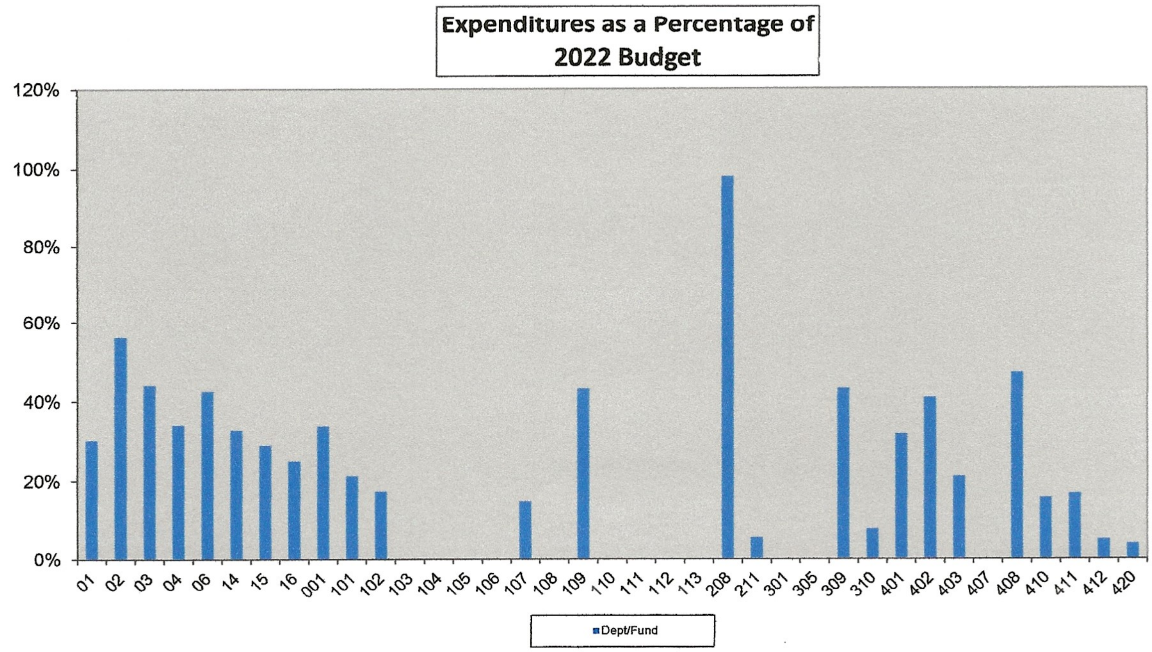
FUND NO.	DESCRIPTION	ESTIMATED RESOURCES	ACTUAL RESOURCES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
001	GENERAL GOVERNMENT	24,213,356	$ 16,438,467	$ 7,774,889	68%
101	STREET FUND	5,645,720	1,877,395	3,768,325	33%
102	STREET CAPITAL FUND	9,857,152	2,271,809	7,585,343	23%
103	SENIOR CAPITAL FUND	200,599	100,925	99,674	50%
104	PEDESTRIAN SAFETY FUND	215,027	215,722	(695)	100%
105	DRUG INVESTIGATION FUND	18,279	17,605	674	96%
106	DRUG INVESTIGATION FUND	11,514	11,550	(36)	100%
107	HOTEL-MOTEL FUND	1,315,527	1,357,104	(41,577)	103%
108	PUBLIC ART CAPITAL PROJECTS	51,657	99,014	(47,357)	192%
109	PARK DEVELOPMENT FUND	3,811,320	1,641,173	2,170,147	43%
110	CIVIC CENTER DEBT RESERVE				#N/A
111	STRATEGIC RESERVE FUND	3,600,464	2,608,859	991,605	72%
112	EQUIPMENT RESERVE FUND	539,855	490,547	49,308	91%
113	DONATIONS/CONTRIBUTIONS			-	#N/A
208	LTGO BOND REDEMPTION	341,879	398,646	(56,767)	117%
211	UTGO BOND REDEMPTION	556,731	414,105	142,626	74%
301	PROPERTY ACQUISITION FUND	1,361,698	1,036,776	324,922	76%
305	GENERAL GOVT CAPITAL IMPR	1,260,827	892,198	368,629	71%
309	IMPACT FEE TRUST	5,835,068	4,746,534	1,088,534	81%
310	HOSPITAL BENEFIT ZONE	8,605,679	6,322,470	2,283,209	73%
401	WATER OPERATING	4,751,531	3,666,646	1,084,885	77%
402	SEWER OPERATING	12,415,396	7,399,739	5,015,657	60%
403	SHORECREST RESERVE FUND	242,195	231,194	11,001	95%
407	UTILITY RESERVE	1,437,497	1,438,891	(1,394)	100%
408	UTILITY BOND REDEMPTION	2,330,101	1,330,862	999,239	57%
410	SEWER CAPITAL CONSTRUCTION	9,605,963	12,234,588	(2,628,625)	127%
411	STORM SEWER OPERATING FUND	2,647,507	2,007,107	640,400	76%
412	STORM SEWER CAPITAL	3,676,179	3,181,163	495,016	87%
420	WATER CAPITAL ASSETS	8,718,613	8,618,179	100,434	99%
631	MUNICIPAL COURT		26,523	(26,523)	#N/A
650	TRANSPORTATION BENEFIT DISTRICT	4,849,000	4,002,014	846,986	83%
		$ 118,116,334	$ 85,077,803	$ 33,038,531	72%



GIG HARBOR
"THE MARITIME CITY"

YEAR-TO-DATE EXPENDITURE SUMMARY AND COMPARISON TO BUDGET AS OF JUNE 30, 2022

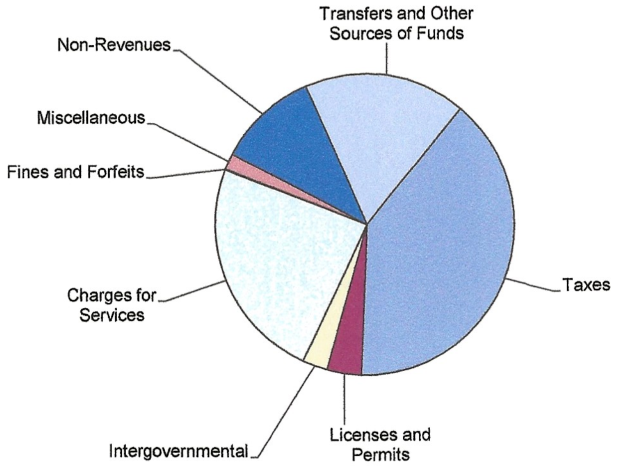
FUND NO.	DESCRIPTION	ESTIMATED EXPENDITURES	ACTUAL EXPENDITURES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
001	GENERAL GOVERNMENT				
01	NON-DEPARTMENTAL	$ 8,601,530	$ 2,606,571	$ 5,994,959	30%
02	LEGISLATIVE	73,000	40,870	32,130	56%
03	MUNICIPAL COURT	535,000	235,062	299,938	44%
04	ADMINISTRATIVE/FINANCIAL	2,378,700	808,518	1,570,182	34%
06	POLICE	4,637,843	1,968,381	2,669,462	42%
14	COMMUNITY DEVELOPMENT	2,814,246	920,318	1,893,928	33%
15	PARKS AND RECREATION	1,836,694	534,826	1,301,868	29%
16	BUILDING	710,030	178,283	531,747	25%
001	TOTAL GENERAL FUND	21,587,043	7,292,830	14,294,213	34%
101	STREET FUND	4,918,668	1,043,656	3,875,012	21%
102	STREET CAPITAL FUND	9,528,800	1,653,803	7,874,997	17%
103	SENIOR CAPITAL FUND	-	-	-	#N/A
104	PEDESTRIAN SAFETY FUND	-	-	-	#N/A
105	DRUG INVESTIGATION FUND	-	-	-	#N/A
106	DRUG INVESTIGATION FUND	-	1,811	(1,811)	#N/A
107	HOTEL-MOTEL FUND	549,415	80,900	468,515	15%
108	PUBLIC ART CAPITAL PROJECTS	-	4,419	(4,419)	#N/A
109	PARK DEVELOPMENT FUND	3,582,900	1,541,164	2,041,736	43%
110	CIVIC CENTER DEBT RESERVE	-	-	-	#N/A
111	STRATEGIC RESERVE FUND	-	-	-	#N/A
112	EQUIPMENT RESERVE FUND	-	-	-	#N/A
113	DONATIONS/CONTRIBUTIONS	-	-	-	#N/A
208	LTGO BOND REDEMPTION	327,287	320,154	7,133	98%
211	UTGO BOND REDEMPTION	266,100	14,042	252,058	5%
301	PROPERTY ACQUISITION FUND	-	-	-	#N/A
305	GENERAL GOVT CAPITAL IMPR	-	-	-	#N/A
309	IMPACT FEE TRUST	2,044,000	878,000	1,166,000	43%
310	HOSPITAL BENEFIT ZONE	3,230,000	240,000	2,990,000	7%
401	WATER OPERATING	2,532,310	801,068	1,731,242	32%
402	SEWER OPERATING	5,992,125	2,445,233	3,546,892	41%
403	SHORECREST RESERVE FUND	1,982	415	1,567	21%
407	UTILITY RESERVE	-	-	-	#N/A
408	UTILITY BOND REDEMPTION	2,278,550	1,069,311	1,209,239	47%
410	SEWER CAPITAL CONSTRUCTION	9,249,990	1,445,335	7,804,655	16%
411	STORM SEWER OPERATING FUND	2,348,617	392,028	1,956,589	17%
412	STORM SEWER CAPITAL	3,295,700	160,008	3,135,692	5%
420	WATER CAPITAL ASSETS	4,246,263	153,881	4,092,382	4%
631	MUNICIPAL COURT	-	21,152	(21,152)	#N/A
650	TRANSPORTATION BENEFIT DISTRICT	550,000	-	550,000	
		$ 76,529,750	$ 19,559,210	$ 56,970,540	26%



YEAR-TO-DATE REVENUE SUMMARY
BY TYPE
AS OF JUNE 30, 2022

TYPE OF REVENUE	AMOUNT
Taxes	9,373,827
Licenses and Permits	880,798
Intergovernmental	628,951
Charges for Services	5,664,840
Fines and Forfeits	27,588
Miscellaneous	406,225
Non-Revenues	2,532,395
Transfers and Other Sources of Funds	4,191,027
Total Revenues (excludes Court Pass Thru)	23,705,651
Beginning Cash Balance	61,345,628
Total Resources	85,051,279

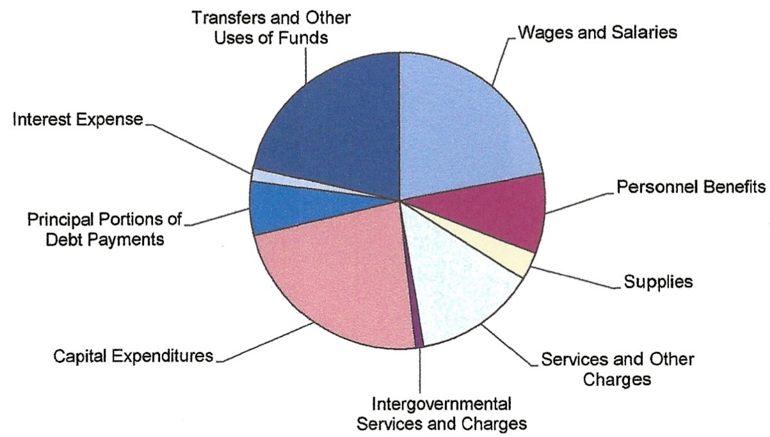
Revenues by Type - All Funds



YEAR-TO-DATE EXPENDITURE SUMMARY
BY TYPE
AS OF JUNE 30, 2022

TYPE OF EXPENDITURE	AMOUNT
Wages and Salaries	4,315,840
Personnel Benefits	1,707,691
Supplies	595,923
Services and Other Charges	2,622,312
Intergovernmental Services and Charges	175,391
Capital Expenditures	4,503,342
Principal Portions of Debt Payments	1,145,553
Interest Expense	280,979
Transfers and Other Uses of Funds	4,191,027
Total Expenditures (excludes Court Pass Thru)	19,538,058
Ending Cash Balance	63,981,494
Total Uses	83,519,553

Expenditures by Type - All Funds



CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF JUNE 30, 2022

	001 GENERAL GOVERNMENT	101 STREET	102 STREET CAPITAL	103 SENIOR CAPITAL	104 PEDESTRIAN SAFETY	105 DRUG INVESTIGTN	106 DRUG INVESTIGTN	107 HOTEL - MOTEL	108 PUBLIC ART PROJECTS	109 PARK DVLP FUND	110 CIVIC CTR DEBT RESERVE
		SPECIAL REVENUE FUNDS									
ASSETS											
CASH	$ 199,633	$ 28,401	$ 11,510	$ 3,661	$ 7,825	$ 639	$ 353	$ 44,255	$ 3,405	$ 248	$ -
INVESTMENTS	8,301,505	754,602	305,814	97,264	207,898	16,966	9,386	1,175,840	90,466	6,596	-
RECEIVABLES	1,996,069	1,191	-	-	-	-	-	64,312	-	-	-
FIXED ASSETS	-	-	-	-	-	-	-	-	-	-	-
OTHER	-	-	-	-	-	-	-	-	-	-	-
TOTAL ASSETS	10,497,207	784,195	317,324	100,925	215,722	17,605	9,739	1,284,407	93,871	6,844	-
LIABILITIES											
CURRENT	4,004	3,000	0	-	-	-	-	-	-	-	-
LONG TERM	20,586	-	-	-	-	-	-	-	-	-	-
TOTAL LIABILITIES	24,590	3,000	0	-	-	-	-	-	-	-	-
FUND BALANCE:											
BEGINNING OF YEAR	9,169,517	660,688	680,342	100,697	215,237	17,565	11,526	1,180,018	98,076	524,908	-
Y-T-D REVENUES	8,595,930	1,164,164	1,290,785	227	485	40	24	185,290	214	1,023,099	-
Y-T-D EXPENDITURES	(7,292,830)	(1,043,656)	(1,653,803)	-	-	-	(1,811)	(80,900)	(4,419)	(1,541,164)	-
ENDING FUND BALANCE	10,472,616	781,195	317,324	100,925	215,722	17,605	9,739	1,284,407	93,871	6,844	-
TOTAL LIAB. & FUND BAL.	$ 10,497,207	$ 784,195	$ 317,324	$ 100,925	$ 215,722	$ 17,605	9,739	$ 1,284,407	$ 93,871	$ 6,844	$ -

CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF JUNE 30, 2022

	111 STRATEGIC RESERVE	112 EQUIPMENT RESERVE	113 ONTRIBUTION DONATIONS	301 PROPERTY ACQUISITION	305 GEN GOVT CAPITAL IMP	309 IMPACT FEE TRUST FUND	310 HOSPITAL BENEFIT	631 MUNICIPAL COURT	650 TRANSPORT BENEFIT DIST	TOTAL SPECIAL REVENUE	208 LTGO BOND REDEMPTION	211 UTGO BOND REDEMPTION	TOTAL DEBT SERVICE
ASSETS													
CASH	$ 94,628	$ 17,793	$ -	$ 19,470	$ 14,226	$ 140,317	$ 220,623	-	-	$ 607,353	$ 2,847	$ 14,511	$ 17,358
INVESTMENTS	2,514,231	472,754	-	1,017,307	877,972	3,728,155	5,861,847	-	4,002,014	21,139,112	75,645	385,552	461,197
RECEIVABLES	-	-	-	113,040	113,040	-	-	-	350,689	642,271	-	2,228	2,228
FIXED ASSETS	-	-	-	-	-	-	-	-	-	-	-	-	-
OTHER	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL ASSETS	2,608,859	490,547	-	1,149,816	1,005,237	3,868,472	6,082,470	-	4,352,702	22,388,736	78,492	402,291	480,783
LIABILITIES													-
CURRENT	-	-	-	-	-	45,866	-	-	-	48,866	-	-	-
LONG TERM	-		-	-	-	-	-	-	-	-	-	1,933	1,933
TOTAL LIABILITIES	-	-	-	-	-	45,866	-	-	-	48,866	-	1,933	1,933
FUND BALANCE:													-
BEGINNING OF YEAR	2,602,988	489,443	-	712,708	589,549	3,757,901	6,308,693	(5,371)	3,351,373	21,296,342	78,315	274,716	353,032
										-			-
Y-T-D REVENUES	5,871	1,104	-	437,108	415,688	942,705	13,777	26,523	1,001,329	6,508,434	320,331	139,684	460,014
Y-T-D EXPENDITURES	-	-	-	-	-	(878,000)	(240,000)	(21,152)	-	(5,464,906)	(320,154)	(14,042)	(334,196)
													-
ENDING FUND BALANCE	2,608,859	490,547	-	1,149,816	1,005,237	3,822,606	6,082,470	-	4,352,702	22,339,870	78,492	400,358	478,850
													-
TOTAL LIAB. & FUND BAL.	$ 2,608,859	$ 490,547	$ -	$ 1,149,816	$ 1,005,237	$ 3,868,472	$ 6,082,470	$ -	$ 4,352,702	$ 22,388,736	$ 78,492	$ 402,291	$ 480,783

CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF JUNE 30, 2022

	PROPRIETARY										
	401 WATER OPERATING	402 SEWER OPERATING	403 SHORECREST RESERVE	407 UTILITY RESERVE	408 UTILITY BOND REDEMPTION	410 SEWER CAP. CONST.	411 STORM SEWEF OPERATING	412 STORM SEWER CAPITAL	420 WATER CAP. ASSETS	TOTAL PROPRIETARY	TOTAL
ASSETS											
CASH	$ 28,716	$ 33,667	$ 8,360	$ 15,919	$ 9,487	$ 382,078	$ 58,705	$ 108,850	$ 125,380	$ 771,163	$ 1,595,506
INVESTMENTS	2,760,315	4,891,878	$ 222,127	1,422,971	252,064	10,151,657	1,559,778	2,892,093	8,331,292	32,484,174	62,385,988
RECEIVABLES	345,915	797,617	3,187	-	-	732,666	258,632	-	-	2,138,017	4,778,584
FIXED ASSETS	16,485,406	45,469,867	-		-	2,021,787	2,282,313	1,195,974	1,372,577	68,827,925	68,827,925
OTHER	-	-	-	-	-	-	-	-	-	-	-
TOTAL ASSETS	19,620,352	51,193,029	233,673	1,438,891	261,551	13,288,188	4,159,429	4,196,916	9,829,249	104,221,278	137,588,003
LIABILITIES											
CURRENT	4,254	10,472	-	-	1,916,222	-	22,555	-	38,581	1,992,083	2,044,953
LONG TERM	80,850	125,086	-	-	18,701,756	-	48,677	-	-	18,956,369	18,978,888
TOTAL LIABILITIES	85,104	135,557	-	-	20,617,978	-	71,232	-	38,581	20,948,452	21,023,841
FUND BALANCE:											
BEGINNING OF YEAR	19,225,991	50,605,143	221,972	1,436,662	(20,357,577)	13,441,848	3,912,082	4,135,097	8,951,091	81,572,308	112,391,198
											-
Y-T-D REVENUES	1,110,325	2,897,562	12,117	2,228	1,070,461	1,291,675	568,144	221,827	993,458	8,167,796	23,732,175
Y-T-D EXPENDITURES	(801,068)	(2,445,233)	(415)	-	(1,069,311)	(1,445,335)	(392,028)	(160,008)	(153,881)	(6,467,278)	(19,559,210)
ENDING FUND BALANCE	19,535,248	51,057,472	233,673	1,438,891	(20,356,427)	13,288,188	4,088,197.21	4,196,916	9,790,668	83,272,826	116,564,163
TOTAL LIAB. & FUND BAL.	$ 19,620,352	$ 51,193,029	$ 233,673	$ 1,438,891	$ 261,551	$ 13,288,188	$ 4,159,429	$ 4,196,916	$ 9,829,249	$ 104,221,278	$ 137,588,003

GENERAL FUND – NON-DEPARTMENTAL

Objective	Status of Objective (as described in the 2022 Budget)
Legislative. The county auditor's office charges the city for voter registration and election services. **$40,000.**	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: 0% **Notes:**
Financial and Compliance. The annual audit performed by the state auditor's office: **$65,000.** Insurance for General Governmental activities**: $419,000.**	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: 0% **Notes:**
Employee benefits. Payments for LEOFF I retiree costs, workers' compensation and unemployment benefits for former employees. **$91,850.**	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: 0% **Notes:**
Harbor History Museum – General Admission. Many visitors, including city residents, those who live beyond the city limits, and tourists from the United States and beyond, want to visit the museum, but cannot due to the cost of admission. They want to know the history of the place in which they live or are visiting, and they turn to the museum for those answers. Support from the City for general admission makes that history and culture accessible and encourages repeat visits and ongoing support. As a community asset and resource, the Museum is available to everyone. Provide funding to the Harbor History Museum in order to provide free admission to the general public. **$30,000.**	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: 100% **Notes:**
Collaborative Funding for the Museum's Maritime and Native Galleries - Matching funds. Assist the museum with matching funds in support of the $2.5 million campaign to complete restoration of the FV Shenandoah and the gallery where she is located. The City's participation will be to provide assistance in providing local	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: 10% **Notes:**

matching funds. The City is proposing a $150,000 in support of the project which includes a $33,000 in "in-kind" contribution (**See objective no. 4, Street Capital Fund). $117,000.**	
Senior Citizens Programming. This funding will support learning and enrichment activities and memberships/scholarships for local senior citizens. **$10,000**	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: 0% **Notes:**
Senior Citizens Reserve Sr. Center Building. This funding is to assist in providing a home for our senior citizens **$100,000**	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: 0% **Notes:**

GENERAL FUND – ADMINISTRATION-FINANCE

Objective	Status of Objective (as described in the 2022 Budget)
Policies and Procedures. Develop and/or update administrative policies and procedures as needed.	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: 50% **Notes:**
Economic Development. Support local businesses by engaging the appropriate stake holders and assessing the needs of the various economic and employment centers in the city. Some recommended components of the economic development strategy are as follows: • Downtown Waterfront Alliance. Provide limited funding for the Gig Harbor Downtown Waterfront Alliance and its continued activities to promote downtown businesses. **$35,000** • Chamber of Commerce. Continue involvement with the Gig Harbor Chamber of Commerce, including City representation on the Chamber Board of Directors and also maintaining the City's membership in the Chamber. **$550**	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: 50% **Notes:**
State and Federal Lobbying Efforts. In accordance with the city, state and federal legislation agendas, carry on state and federal lobbying efforts to advocate for capital project funding as well as legislation that would benefit the city. Maintain contract with a lobbying firm at the state level. **$40,000** Continue the federal lobbying contract through December 31, 2022. **$60,000**	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: 50% **Notes:**
State and Federal Grants. Continue to seek, pursue, and apply for state and federal grants, as well as grants from the non-profit and private sectors on a balanced basis	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget:

according to our capacity to complete such grants. Ensure that American Recovery Plan Act funds are expended toward allowed uses as directed by Council.	☒ Yes ☐ No Percent complete as of 6/30/22: 50% **Notes:**
Downtown. Promote and attract new businesses while maintaining its residential charm.	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: 50% **Notes:**
Support Gig Harbor Businesses. Continue to support Gig Harbor businesses during the COVID-19 pandemic by supporting creative ways for normal business activities to occur.	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: 50% **Notes:**
Internal services fund - Information and Technology Services. Develop and implement and internal services fund for Information and Technology services. This fund will account for all shared technology services centrally. The costs will then be charged back to the departments as an annual fee. **September**.	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: 0% **Notes:**
Indirect costs. Develop an internal cost allocation plan. This plan will equitably allocate shared costs to functions benefitted from said expenditures. **September**.	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: 0% **Notes:**
General ledger. Reconcile general ledger and utility billing systems. **December**.	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: 0% **Notes:**
Accounts Payable. Explore paperless processing alternatives for accounts payable. **December**.	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: 0% **Notes:**
Municipal payments module. This is an additional module provided by Springbrook, which is the city's financial system. It is	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget:

though that this module will be a solution for processing and managing park rentals and reservation fees.	☒ Yes ☐ No Percent complete as of 6/30/22: 50% **Notes:**

GENERAL FUND – ARTS COMMISSION

Objective	Status of Objective (as described in the 2022 Budget)
Creative Endeavors Support. Continue the program supporting and encouraging creative endeavors — especially those that provide “hands on” experiences — within Gig Harbor’s varied and diverse arts organizations. Preference will be given to events and experiences that take place outside of tourist season. **$30,000.**	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: 50% **Notes:**
Workshops and Presentations. Continuing the popular series of workshops begun six years ago and application of a variety of Washington State programing. **$500**	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: 0% **Notes:**
Harbor Arbor Art. Continue project to have some of the tree stumps in city parks or rights of way embellished artistically. The stumps will eventually decompose, and the artworks will become a part of the site’s organic history. **$5,500.**	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: 10% **Notes:**

GENERAL FUND – COMMUNITY DEVELOPMENT

Objective	Status of Objective (as described in the 2022 Budget)
Maintain staff competency, professionalism and certifications. Maintain staff competency, professionalism, and certifications through participation in training, code update courses and other relevant professional development opportunities. **Ongoing.**	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: 50% **Notes:**
Provide fire inspection and investigation programs. Provide for inspection of work done under fire code construction and operational permits issued by the City, and for fire investigations compliant with state law. **Ongoing.**	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: 50% **Notes:**
Update informational handouts related to building/fire activities and procedures. Update existing and create new informational materials related to department activities, policy and procedures making such information available in various media formats. **Ongoing.**	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: 50% **Notes:**
Fully develop the SmartGov Portal and Dashboard for permit management and data reporting. Continue the implementation and testing of the SmartGov Portal and computer program and provide additional reporting capability from the permit tracking system. **Ongoing.**	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: 50% **Notes:**
Enhance electronic plan review program. Electronic plan review is now an option across all reviewing divisions. The Building Division has taken the lead to maintain an efficient and effective system; providing training, guidance and integration across the Departments. These practices will be further vetted and refined during the coming year. **Ongoing.**	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: 50% **Notes:**
Code Review and Update-Street Names. Review and update Gig Harbor Municipal Code Section 12.12 to further clarify the City's Historic Street Name list and update as necessary. Coordinate with the Puyallup Tribe, CLG and History Museum for additions to the City's Historic Street Names List. **June.**	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: 0% **Notes: This work is expected to occur in fall/winter 2022.**

CAPTIAL PROJECTS - CITY BUILDINGS

Objective	Status of Objective (as described in the 2022 Budget)
Civic Center HVAC System Assessment and Replacement. The City's current HVAC system is 20 years old and uses R22 refrigerant for cooling. R22 is being phased out and is no longer allowed to be manufactured or imported into the United States. Cost reflects conversion of five air conditioning units to new refrigerant (R410 or R407C). A replacement system would be substantially more expensive as it would need to meet current code. **$160,000.00**	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: _5__% **Notes:**
Replacement Purchase – Building Access and Control System. The current building access control equipment at the Civic Center was installed over 17 years ago when the building was constructed. The current equipment and software are no longer supported as vendor is no longer in business. New equipment will include two new control panels, 21 card readers and two keypad readers. A cloud-based software system upgrade is included which allows for remote management of equipment. This objective presumes the project bid documents and project management will be completed by City Staff. **$90,000**	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: _0__% **Notes:**
Bogue Visitor's Center Building Rehabilitation. In-house develop of a small public works contract to re-roof the City's Bogue Visitor's Center building. Per Building Code requirements, the insulation in the building must also be replaced. Additionally, the HVAC is beyond its useful life and this project proposes to replace both the indoor and outdoor HVAC units. This objective presumes the project bid documents and project management will be completed by City Staff and the contractor will submit and manage all necessary permitting. **$85,000**	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☐ Yes ☒ No Percent complete as of 6/30/22: _50_% **Notes:** The design of this project is now being completed by a consultant, Richhaven Architects. City staff is no longer assembling project bid documents. This objective will not be met within the budget due to additional unanticipated work elements.
Civic Center Electric Vehicle Charging Station. Since 2018 Washington State has required all local government agencies, to the	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget:

extent practicable, to purchase or lease its publicly owned vehicles that use either 100% biofuels or electricity. To support the City of Gig Harbor's efforts to meet these requirements the City will install one electric vehicle charging station with two charging ports located in the staff parking area at the Civic Center. This charging station will be installed in a combined effort by the Operations Division and the vendor. These charging stations will have priority use by future City electric vehicles. **$20,000.00**	☒ Yes ☐ No Percent complete as of 6/30/22: 10 % **Notes:**

CAPTIAL PROJECTS - PARKS DEVELOPMENT

Gig Harbor Sports Complex Phase 1B Design and Permitting. The City has been proceeding with developing a sports complex in Gig Harbor North since the City acquired park land in this area in 2011 in accordance with the 6-year CIP. The City then developed a series of master plans for the sports complex and the scope of the complex increased until 2018 when the project developed into the phased development of what we have today. The current project phase consists of two sub-phases that are interrelated but not equivalent. The YMCA will proceed with the Phase 1A project, which consists of two artificial turf fields with associated lighting and parking and is funded in part with the City's previously awarded legislative grant and an RCO grant. Phase 1B is the City's portion of the complex and includes pickleball, bocce ball, multiple playgrounds, multiple pavilions, and a natural turf open space. Phase 1B requested funding from two RCO grants in 2020 and will proceed to YMCAs Phase 1A. The design and permitting effort for the project is scheduled to be completed in 2022 with construction beginning either at the end of 2022 or early in 2023. **$1,000,000.00**	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: _20_% **Notes:**
Public Works Operations Center – Building Construction. Since 2008 the City has been slowly proceeding with design and permitting of the new Public Works Operations Center project. The City	Objective on track to be met in 2022: ☐ Yes ☒ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: ____%

developed and considered various options, location alternatives, and building alternatives. The City completed the site development in 2019. This final phase of the project will construct the Public Works Operations Center building in accordance with the recently completed design and permits then furnish the new building. **$3,300,000.00**	**Notes:** Due to the delay in awarding a construction contract for this work a majority of the construction work will now occur in 2023.
Masonic Lodge Building Visioning. The City purchased the Masonic Lodge in 2017 to enhance the City's Crescent Creek Park. The Masonic Lodge and associated parcel remain in unincorporated Pierce County. The Masinloc Lodge continues to house a cooperative pre-school in the basement but the main floor is not ADA accessible and does not contain restrooms. The City does not have a determined use for the site so the main floor of the structure remains vacant. For this objective, Staff and a consultant will request public input and Council direction on the future of the City's Masonic Lodge. If the building were repurposed the building would require improvements such as making it compliant with current earthquake code requirement, provide ADA accessibility to both floors, add restrooms and a kitchenette on the main floor, and other improvements to function as a community space. This objective presumes the Parks Manager will lead the visioning process with limited consultant support. **$10,000.00**	Objective on track to be met in 2022: ☐ Yes ☒ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: ____% **Notes:** The visioning processes for the Masonic Lodge and Crescent Creek Park have been re-scoped with the consultant. While the work will begin in 2022, it will now be completed in 2023.
Crescent Creek Park – Master Plan and Conceptual Design. As the City's first park (previously known as "City Park"), Crescent Creek Park has developed, and redeveloped, in a sporadic fashion. For this objective, the City will focus on the areas of the Park that have been recently acquired or are not fully developed. These include the Masonic Lodge property, the mostly vacant Miller/Rowher property to the north, the BMX area, and the sand volleyball courts. Staff, with the support of a consultant, will conduct a public visioning and develop a master plan for Crescent Creek Park in accordance with the 6-year CIP pending Council direction on the City's	Objective on track to be met in 2022: ☐ Yes ☒ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: ____% **Notes:** The visioning processes for the Masonic Lodge and Crescent Creek Park have been re-scoped with the consultant. While the work will begin in 2022, it will now be completed in 2023.

proposed Masonic Lodge building improvements. **$50,000.00**	
Community Paddler's Dock. In 2012 the City purchased three waterfront parcels along Harborview Drive that eventually became Ancich Waterfront Park. Due to its waterfront location, the City's vision for the site quickly focused on waterfront uses, including access for commercial fishing vessels, human powered craft, and general public access. The park vision was adopted through Res. 949 in 2013 and, soon after the City applied for grants and looked for other funding sources. Due to funding constraints, the City decided to develop the site in at least three phases, that included upland development, commercial fishing operation development, and human powered craft development, all in accordance with the 6-year CIP. The upland development was completed in 2018. This proposed phase will install a human-powered watercraft launch float known as the Community Paddler's Dock. The construction project for the Community Paddler's Dock was awarded in July 2021 and this objective will complete the construction of the new Community Paddler's Dock as initiated in 2021. **$300,000.00**	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: _95_% **Notes:**
Skansie Netshed Structural Repairs. The City of Gig Harbor purchased the Skansie Property in 2002 with the intent of expanding public access to the City's waterfront. The City eventually separately leased both the existing brick residence and the wooden netshed to two separate non-profit organizations to provide opportunities to the public for educational programming. The City has leased the Skansie Netshed to multiple non-profit organizations with the current lease expiring in December 2035. Soon after the City took ownership of the property the City repainted and reroofed the netshed then later rehabilitated the foundation and flooring of the Netshed. The Netshed is now in need again of repainting and reroofing. This objective proposes to design, permit, and construct minor building structural repairs, siding repairs, repaint the exterior of the	Objective on track to be met in 2022: ☐ Yes ☒ No Objective will be met under budget: ☐ Yes ☒ No Percent complete as of 6/30/22: _50_% **Notes:** It was discovered by the City's structural consultant that the Skansie Netshed is in need of structural repairs prior to the roofing of the structure. This modified the scope of work for the design contract and for the bid documents. It is likely the budget and the timeline for this objective will not be met due to increased design and construction scope.

building and re-roof the building. The City will also review the option to have the exterior painting completed by volunteers from the Skansie Netshed Foundation or other means to reduce the total project costs while meeting all necessary requirements. **$300,000.00**	
Gig Harbor North Trails. The City's 2016 PROS Plan identifies the siting and construction of various trails in Gig Harbor North. The City currently has two areas of vacant undeveloped lots that mostly consist of native vegetation. These areas include the City's "Old Burnham Properties" (north of the intersection of Burnham Drive and Wood Hill Drive) and Phase 3 of the Gig Harbor North Sports Complex. This objective would provide for the design and permitting for the develop and enhance native trails on these existing City Park properties. **$35,000.00**	Objective on track to be met in 2022: ☐ Yes ☒ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: __0_% **Notes:** Reprioritization due to staffing levels.
Ancich Boat Storage Building Human-Powered Watercraft Storage Racks. Design and install custom storage racks with locking mechanisms for the public's canoes, kayaks, and stand-up paddleboards at the Ancich Waterfront Park Boat Storage Facility. This includes a fence to separate the area leased to the Gig Harbor Canoe/Kayak Race Team. **$26,000.00**	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: _100_% **Notes:**
Jerkovich Pier Advanced Mitigation Project. Demolish the existing, dilapidated Jerkovich Pier located at Ancich Waterfront Park using unique federal and state processes that will preserve the work as advanced mitigation for the future Commercial Fishing Homeport float system. The City will move forward with demolition only upon execution of a memorandum of understanding guaranteeing the advanced mitigation will be a credit to the future commercial fishing homeport pier. **$150,000**.	Objective on track to be met in 2022: ☐ Yes ☒ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: _0_% **Notes:** Council rejected all bids due to no guarantee from DFW that mitigation would be able to be used 100% for commercial fishing homeport. This objective is integrated into Commercial Fishing Homeport project.
Commercial Fishing Homeport Design and Permitting. In 2012 the City purchased three waterfront parcels along Harborview Drive that eventually became Ancich Waterfront Park. Due to its waterfront location, the City's vision for the site quickly focused on waterfront uses, including access	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☐ Yes ☒ No Percent complete as of 6/30/22: _30_% **Notes:**

for commercial fishing vessels, human powered craft, and general public access. The park vision was adopted through Res. 949 in 2013 and, soon after the City applied for grants and looked for other funding sources. Due to funding constraints, the City decided to develop the site in at least three phases, that included upland development, commercial fishing operation development, and human powered craft development, all in accordance with the 6- year CIP. The upland development was completed in 2018. This proposed objective will initiate the design and permit effort for the new float system for the commercial fishing homeport at Ancich Park. **$110,000.00**	Additional scope added to project design has increased budget.

CAPITAL PROJECTS - STREET DIVISION

Public Works Operations Center – Building Construction. Since 2008 the City has been slowly proceeding with design and permitting of the new Public Works Operations Center project. The City developed and considered various options, location alternatives, and building alternatives. The City completed the site development in 2019. This final phase of the project will construct the Public Works Operations Center building in accordance with the recently completed design and permits then furnish the new building. **$3,300,000.00**	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: 100 % **Notes:**
Stinson / Harborview Intersection Improvements. Complete the construction of the roundabout and other intersection improvements at Stinson Avenue and Harborview Drive. Due to economies of scale for permitting and civil construction costs, this work will include the construction of additional parking stalls for the Eddon Boat Park Brick House Rehabilitation project. **$2,100,000.00**	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: 95 % **Notes:** Design 100% complete Construction 95% complete
Burnham Drive Half-Width Roadway Improvements Phase 1A – Design, Permitting and Construction. Complete the design and permitting then construct approximately 1,400 LF of roadway corridor improvements along the east side of Burnham Drive (between 96th Street and the northerly	Objective on track to be met in 2022: ☐ Yes ☒ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: 90 % **Notes:**

Eagles driveway) where gaps exist. Improvements will be consistent with Alternative 3 as described to City Council in November 2020. This work will also incorporate a storm culvert replacement (identified separately in Storm Capital, No. 412). Due to the proximity of these two utility projects, the City will see cost savings by bidding and constructing these projects together. **$2,200,000.00**	Design phase 90% complete; Construction phase 0% complete. Finalizing the design of the project is currently on hold due to Federal permitting for culvert replacement.
Harbor History Museum Driveway Entrance Revision. In 2012 the City installed new sidewalk at the entrance to the Harbor History Museum driveway as part of the City's Donkey Creek Daylighting project. The back of the new driveway, despite meeting standards at the time, has a vertical curve that causes some vehicles to scrape along the asphalt driveway. This proposed objective will revise the sidewalk and driveway grade at the entrance to the Harbor History Museum to reduce the large change in grade that exists. This objective has been in the City's budget since 2017 but due to other priorities it has not been completed. This objective is proposed to be design by Engineering Division Staff and constructed by Operations Division Staff. **$33,000.00**	Objective on track to be met in 2022: ☐ Yes ☒ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: _10_% **Notes:** Reprioritization due to staffing levels.
Harbor Hill Drive Landscape Mitigation. As part of the Harbor Hill Drive extension project constructed in 2017 the City removed some native vegetation within the portions of Northarbor Business Park. This objective will complete the installation of landscape mitigation associated with the removal of the native vegetation. $100,000.00	Objective on track to be met in 2022: ☐ Yes ☒ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: __10_% **Notes:** Project delayed due to negotiations with property owner.
Mid-Block Rapid-Flash Beacon Crosswalk System. The City routinely identifies locations to improve pedestrian safety through the installation of mid-block rapid-flash beacon systems. This objective will proved for the in-house design, purchase, and in-house construction of mid-block pedestrian	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: _20_% **Notes:**

crosswalks and the associated rapid-flash beacon system at 50th St Ct. adjacent to Veterans Memorial Park and along Soundview Drive near Hunt Street. $50,000.00	Upon council direction, design of a RRFB crosswalk is underway for Pacific Avenue north of Borgen Blvd.
Right Turn Lane at Wollochet Drive to SR-16 Westbound – Conceptual Design. Complete a conceptual design and estimates to install a right turn lane along eastbound Wollochet Drive to the SR-16 westbound on-ramp. Submit to WSDOT for an intersection justification report (IJR). $150,000.00	Objective on track to be met in 2022: ☐ Yes ☒ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: __0_% **Notes:** Reprioritization due to staffing levels.
Prentice Ave/Fennimore St Half-Width Roadway Improvements - Design. Complete the design for half-width frontage improvements between Harbor Ridge Middle School and Peacock Hill Ave. to support grant applications. $75,000.00	Objective on track to be met in 2022: ☐ Yes ☒ No Objective will be met under budget: ☐ Yes ☒ No Percent complete as of 6/30/22: _30__% **Notes:** Consultant scope of work has changed due to the project being designed to federal standards for grand application.
Borgen Boulevard Street Lights. Purchase and install with Operations Division Staff four new 30’ street lights along Borgen Boulevard from Athena Avenue to Peacock Hill Avenue**. $40,000.00**	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: _20_% **Notes:**
38th Avenue Phase 2 Half-Width Roadway Improvements. Design and construct half-width roadway improvements in accordance with the Public Works Standards with the intent of using low-impact design for stormwater management. $800,000	Objective on track to be met in 2022: ☐ Yes ☒ No Objective will be met under budget: ☐ Yes ☒ No Percent complete as of 6/30/22: _5__% **Notes:** Design: 5% Construction: complete 2023
Wollochet Drive/Wagner Way Intersection Improvements. Update a previously designed project to perform improvements at the intersection of Wagner Way and Wollochet Drive then construct the designed	Objective on track to be met in 2022: ☐ Yes ☒ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: _0__%

improvements. This project is necessary due to traffic impacts from surrounding private developments that have recently been construction and are pending. $1,300,000.00	**Notes:** Reprioritization due to staffing levels.
Burnham Drive/SR-16 Roundabout Metering. Design and construct roundabout metering improvements to reduce congestion of the SR-16 westbound offramp at Burnham Drive by controlling the flow through the metering of traffic from Burnham Drive southbound leg of the existing roundabout. $1,500,000.00	Objective on track to be met in 2022: ☐ Yes ☒ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: _0__% **Notes:** Reprioritization due to staffing levels.

WASTEWATER DIVISION

Inflow and Infiltration Repairs of Manholes and Pipelines. As our underground collection system ages, the potential for leaks and failures increase. These failures use up capacity at the WWTP and add unnecessary costs to treat clean water. These funds will be used to repair/replace known deficiencies in the collection system. $175,000.00	Objective on track to be met in 2022: ☐ Yes ☒ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: _0_% **Notes:** Reprioritization due to staffing levels.
Lift Station 2A (Bogue Viewing Platform) Generator Replacement. Replace the existing generator. $82,000.00	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: _0_% **Notes:**
Lift Station 12 (Woodhill Drive) Rehabilitation. Lift Station 12 construction will be nearing completion at the end of 2021. There will be carryover costs at the beginning of 2022. **$2,839,000.**	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: _40_% **Notes:**
Lift Station 14 (Wagner Way) Pipe Replacement, Level Control and Coating. Lift Station 14 was scheduled to be recoated in 2019. Recent failures of the piping in the station will result in complete piping replacement. If the pipe replacement occurs prior to the recoating, then the coatings	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: _0_% **Notes:**

would be damaged. The decision was made to postpone the coating until the pipe rehab had taken place. This would make the pipe rehab and the recoating a single project. Both projects would require bypasses and would be significantly more expensive if completed as separate projects. The repairs would also include a new level control to replace the current probe that is continually fouled by grease and flushables, which requires regular hands-on maintenance. $168,000	
Lift Station 1 (Crescent Creek Park) Rehabilitation. Replace existing pumps, electrical and mechanical equipment. $105,000	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: _0__% **Notes:**
Lift Station 6 (Ryan Street) Replacement. Lift Station 6 construction was underway in 2021 and will be nearing completion in early 2022. There all anticipated outstanding construction costs will be carried over into 2022. ($1,400,000)	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: _70_% **Notes:**
Stinson Slip Lining Sewer Main. This work will coincide with a proposed 2022 public works contract for storm pipe slip lining repair that Staff intends to design in-house and bid using the Small Public Works roster. The sewer main slip lining work will reduce I&I by repairing a section of sewer main along Stinson Avenue between Grandview Street and Rosedale Street. A longitudinal crack in the sewer main was discovered during pipeline investigation and needs to be repaired. $35,000	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: _80_% **Notes:**
Murphy's Landing Marina Navigation Channel Dredging. In partnership with Murphy's Landing Marina**,** the City is in the process of designing and permitting a bid ready set of contract documents for the removal of a portion of infill sedimentation that has occurred throughout the years, and	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☐ Yes ☒ No Percent complete as of 6/30/22: _90_% **Notes:**

will continue to do so, within the marina navigation channel. The City's obligation for this project will be completed in 2022. $25,000	Objective will not be met within budget, as additional consultant effort was required to complete the design/permitting tasks.
Wastewater Treatment Plant Digester Upgrades/Centrifuge Ammonia Control. The current centrifuge operation at the City's Wastewater Treatment Plant (WWTP) contributes a high proportion of ammonia concentration to the WWTP by way of its discharge. This high concentration severely limits the throughput of the centrifuge without causing detrimental impacts to the treatment plant. The proposed improvements will increase centrifuge capacity and plant efficiency. A side benefit will likely be a reduction in power costs for reduced blower and centrifuge runtime. **$150,000.**	Objective on track to be met in 2022: ☐ Yes ☒ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: _20_% **Notes:** This project is delayed due to reprioritization of work and on-going material acquisition issues.

CAPITAL PROJECTS - WATER DIVISION

Emergency Water Intertie – Canterwood Blvd. Complete the design then construct the water main (approximately 1,600 LF) along Canterwood Blvd between St. Anthony's hospital and Baker Way and associated emergency water intertie with an adjacent water purveyor to provide a redundant water source in the event of an emergency. $547,000	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: _50_% **Notes:** Design phase 50% complete; Construction phase 0% complete
Gig Harbor North Sports Complex Water Main. This project will provide a redundant water main and will be designed by Engineering Division Staff and installed by Operations Division staff. $84,000	Objective on track to be met in 2022: ☐ Yes ☒ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: _0__% **Notes:** Project design is now being completed with the Gig Harbor Sports Complex Phase 1B. Design: 20%

	Construction: 0% to be complete in 2023.
Reid Dr. Water Main Improvements. This project will replace an aging, deep PVC water main with a new 8 inch water main located along 55th St. Ct. east of Reid Drive that currently also has insufficient valve controls. $300,000	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: _90_% **Notes:** Design: 90% Construction: 0%
Well #9 (11944 Olympus Way) Development and Water Rights Processing. In accordance with the City's 2018 Water System Plan, the City is proposing to develop Well #9 in the Gig Harbor North area adjacent to the City's Gig Harbor North water tank as a redundant groundwater supply system. Once Well #9 is on-line it will mitigate the need for additional standby (emergency) storage in storage tanks. This improvement is consistent with the City's operational goals of investing in its supply sources to make for a more redundant and reliable system. The City will also begin working with the Washington State Department of Ecology to obtain water rights for Well #9. $2,100,000	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: _0__% **Notes:**

CAPITAL PROJECTS - STORM WATER DIVISION

Storm Pipe Slip Lining. Perform the slip lining of two storm pipes in the City right of way due to failed pipe connections. These two storm pipes are located at the east end of Mountain View Place and in Vernhardson Street in the vicinity of Crescent Creek. In-house design and small public works contract for construction. $147,000	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: _80_% **Notes:**
Donkey Creek Daylighting at Harborview Drive Conceptual Design and Feasibility.	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget:

Determine options and associated costs for the daylighting of Donkey Creek at Harborview Drive and Austin Street to improve fish passage. The conceptual design process shall engage community stakeholders ensure the continued operation of the Gig Harbor Fisherman's Club remote site incubator (RSI) system and support efforts to enhance the RSIs post-restoration. This project will also serve as a tool to acquire future grants for further design and construction. $35,000	☒ Yes ☐ No Percent complete as of 6/30/22: _0__% **Notes:**
Burnham Dr. Culvert Replacement at 96th Street. Design, permitting and construction of a replacement storm cross culvert in Burnham Drive south of 96th Street. This work will likely require a new fish-passable culvert and is planned to be performed as part of the Burnham Dr. Half-Width Roadway Improvements Phase 1A project included in the Streets Capital fund (No. 102). $2,680,000	Objective on track to be met in 2022: ☐ Yes ☒ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: _90_% **Notes:** Design phase 90% complete; Construction phase 0% complete. Finalizing the design of the project is currently on hold due to Federal permitting for culvert replacement
Marine Outfall Maintenance. Per the City's NPDES Stormwater Permit, the City has completed an inventory of all City stormwater outfalls. In 2022 City Staff, with the possible support of a consultant, will verify operational responsibilities and generate a prioritized list of capital improvement program to correct or replace the deficient outfalls and a maintenance plan for all stormwater outfalls. This objective may also include funding for maintenance of at least one outfall, depending on Staff capacity. Consultant support with survey and environmental reports with in-house staff or small public work completion. The City will review funding sources including grants and the City's stormwater opportunity fund through Pierce County Flood Control Zone District. $120,000	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: _20_% **Notes:**
Public Works Operations Division Decant Facility. Gig Harbor currently has an	Objective on track to be met in 2022: ☐ Yes ☒ No Objective will be met under budget:

agreement with the City of Port Orchard to use Port Orchard's decant facility for Gig Harbor's vactor waste. While this agreement provides a less expensive alternative then other regional disposal facilities, trucking waste to Port Orchard is expensive and time-consuming. The City of Gig Harbor has space and infrastructure on its new Public Works Operation Center site to install a decant facility. This objective will complete the design and permitting new decant facility for construction in 2023 at the existing Public Works Operations Center site.	☒ Yes ☐ No Percent complete as of 6/30/22: __0_% **Notes:** Reprioritization due to staffing levels.

GENERAL FUND – JUDICIAL-MUNICIPAL COURT

Objective	Status of Objective (as described in the 2022 Budget)
Convert to an Electronic Case Management System. Continue implementation of the new electronic case management system, Odyssey File & Serve (OFS). Continue training court staff on new technology, digitizing, scanning, and archiving paper court files and documents. Develop new policies and procedures pertaining to electronic filing.	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: 50% **Notes:**
Implement Hybrid Court System. Implement hybrid-based court system that allows for both virtual and in-person court hearings once court is open to the public. Continue virtual hearings from contracted jails for incarcerated offenders and thereby reducing or avoiding transport costs and officer time.	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: 50% **Notes:**
Reclassification. Create a new job classification of Judicial Specialist and reclassify the existing 2.6 FTE Court Clerk positions and 1 FTE Lead Court Clerk position to Judicial Specialist. Adopt the Lead Court Clerk salary range for the Judicial Specialist classification. The Court Clerk and Lead Court Clerk positions within the Municipal Court have changed significantly since the reorganization of duties over the past several years. This reclassification better reflects the actual work currently being performed, aligns the salary with the actual work performed, and better serves the court.	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: 50% **Notes:**
Court Security. Review options for court security. This is a 0.2 FTE function and will be filled either through a shared position with the Police Department CSO, contract with outside vendor, or possibly a new position. **$12,000**	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: 50% **Notes:**

SPECIAL REVENUE FUND – HOSPITAL BENEFIT ZONE REVENUE

Objective	Status of Objective (as described in the 2022 Budget)
Streets/Transportation • Stinson/Harborview Intersection Improvements $100,000 • Burnham Drive 1/2-Width Roadway Improvements $2,200,000 • Harbor Hill Drive Landscape Mitigation $100,000 • Burnham Drive/SR-16 Roundabout Metering $100,000 **$ 2,500,000**	Objective on track to be met in 2022: ☐ Yes ☒ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: _50_% **Notes:** See notes under each individual CIP update.
Park Development • Gig Harbor Sports Complex-Phase 1B $400,000 • Community Paddler's Dock $100,000 **$500,000**	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: _50_% **Notes:**

SPECIAL REVENUE FUND – HOTEL-MOTEL TAX FUND

Objective	Status of Objective (as described in the 2022 Budget)
Tourism Marketing & Advertising. The objective of this fund is to promote and market the greater Gig Harbor area in 2022 through a city-produced visitor guide, digital advertising, continued enhancement and content creation for the print edition and our newly redesigned website, VisitGigHarborWA.com, streamlined social media channels, brochure distribution, event promotion, earned media campaigns and trade shows. In 2022, we will accurately spend the amount forecasted through a heightened focus on data, resulting in a targeted digital advertising campaign to better reach a qualified audience – this will allow us to measure results. For 2022, this fund will focus on leisure travel, layering in group travel, meetings and weddings as permitted. Geographically, we'll work to maximize our regional opportunities, and we'll work to further build off-season draws for travelers. **$105,250**	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: _50___% **Notes:**
Content Creation. Under Tourism Marketing & Advertising - utilize local photographers, videographers to create stories that live in our print and web presence; re-produce tear-off map, re-produce and modernize existing brochures, layout for print guide. This amount may be offset by advertising. **$46,000**	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: _25___% **Notes:**
Partnerships and Sponsorships. See Source/Datafy membership for geofencing data and digital advertising. **$23,000**	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: _100___% **Notes:**
Media Hosting. Bringing in national media or supplementing with activities not covered by tourism partners. **$6500**	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No

	Percent complete as of 6/30/22: __0__% **Notes:**
Mailing of Visitor Guide to Gig Harbor Community. Our citizens are our best publicists. This ensures a higher familiarity with annual events and builds interest in travel planning for friends and family throughout the harbor. Print of 50,000 copies included in this amount **$53,000**	Objective on track to be met in 2022: ☐ Yes ☒ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: _0___% **Notes:** Due to paper shortage, and delay on internal graphic design
City Sponsored Events. Costs associated with Summer Sounds, Movie Nights, Holiday Tree Lighting and potential for a new holiday event designed to amplify holiday travel to Gig Harbor other related City events. This amount is intended to be offset by sponsorships. **$70,000**	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: 60____% **Notes:**
Support to Travel Tacoma + Pierce County. Continue partnership with the Tacoma + Mt. Rainier CVB to capitalize on shared resources for leisure travel, tour operators, group meetings, small conventions, public relations / media hosting, advertising and promotion opportunities. **$10,000**	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: _100___% **Notes:**
Support to the Kitsap Peninsula Visitor and Convention Bureau. Partner with Visit Kitsap on marketing efforts, presence at industry conventions, collaboration on leisure and meetings traveler outreach and hosting, Critical Mention or Muckrack media database and monitoring, National Park Service water trails. **$7,000**	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: __100__% **Notes:**
Pierce Transit – Contribution for Get Around Gig Harbor Trolley operation – amount intended to be offset by community partners ($20,000). **$50,000**	Objective on track to be met in 2022: ☐ Yes ☒ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: ____% **Notes:** Cancellation of the normal service for 2022 by Pierce County means this cost was not realized.

Operations, Training and Travel. Office equipment, printing, mailing costs, staff training, travel and information technology staff support for the tourism and communications department**. $36,700**	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: _50___% **Notes:**
Lodging Tax Grants. Grant funds available to local organizations. **$125,000**	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☐ Yes ☐ No Percent complete as of 6/30/22: __0__% **Notes:** Call open for applications. Uncertain if budget will be met or exceeded, as restrictions on grant caps for applications have been removed.
Capital expenditure. Anticipated outlay may be grouped with 2023 capital expenditure for future investment. **$125,000**	Objective on track to be met in 2022: ☐ Yes ☒ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: _0___% **Notes:** This remains to be seen, may be carried over to 2023.

GENERAL FUND – PARKS OPERATING

Objective	Status of Objective (as described in the 2022 Budget)
Skate Park Security Cameras. Install up to two new security cameras at the City's Skate Park to monitor activities in the park. **$5,000 (grant funded).**	Objective on track to be met in 2022: ☐ Yes ☒ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: __0_% **Notes:** Grant funding not currently available. City may consider purchasing these cameras from the Parks Operating fund.
Native Vegetation Plantings. Install native trees and shrubs at various parks, streetscapes, and other City grounds. **$10,000.**	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: _0__% **Notes:**
Resurface Basketball and Tennis/Pickleball Courts – Develop and award a Small Public Works Contract to resurface and re-stripe the tennis/pickleball court at Crescent Creek Park and the basketball court at Veterans' Park. **$40,000**	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: _0__% **Notes:**
Cushman Trail Etiquette and Speed Signs. With the input of the Parks Commission, design, locate, and install new signs along the length of the City's portion of Cushman Trail reminding trail users of proper trail etiquette and speed limit. This work will be coordinated with Peninsula Metropolitan Park District. **$18,000**	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: _0__% **Notes:**

SPECIAL REVENUE FUND – PEDESTRIAN SAFETY FUND

Objective	Status of Objective (as described in the 2022 Budget)
Various Crosswalk and Sidewalk Installations. Install various crosswalks with RRFBs and install adjacent sidewalks that are identified on the Transportation Improvement Program list and recommended by the Public Works Committee. **$215,000.**	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: _0__% **Notes:**

GENERAL FUND – COMMUNITY DEVELOPMENT

Objective	Status of Objective (as described in the 2022 Budget)
Annual Comprehensive Plan Amendments. Review and process public annual amendment docket items and bi-annual private amendment docket items. Amendments for each annual docket are due by the end of June the preceding year. 2021 amendments include Land Use Element Update for consistency purposes with the Municipal Code. **Ongoing.**	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: 45% **Notes:**
Process improvements. Continue to develop text amendments, standard operating procedures, and client assistance memos which increase permit processing efficiency and improve customer service. Staff to implement a communication plan, including a workshop, to increase public awareness and understanding about the variety of requirements to start a business in the City of Gig Harbor. **Ongoing.**	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: 50% **Notes:**
Land Use Text Amendments. Respond to State and Federal legislation. Process private-party and city requested text amendments initiated by the City Council. Review the Planning Commission's work program annually with the City Council. As necessary, reduce the frequency of Planning Commission meetings to once a month to provide staff and the commission adequate time to prepare for and review the active text amendments. **Ongoing.**	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: 25% **Notes:**
Balance long-range and current planning tasks. Balance tasks to maintain and improve upon permit processing timelines as permit volume continue increasing. **Ongoing.**	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: 50% **Notes:**
2024 Periodic Comprehensive Plan Update. The City's next required Growth Management Act Periodic Comprehensive	Objective on track to be met in 2022: ☒ Yes ☐ No

Plan Update is due June 30, 2024. Within 2022, the consistency analysis will occur outlining areas of required amendments for consistency with State Law changes and updates to PSRC VISION 2050. Additionally, as part of a robust public participation effort, a Public Participation Plan will be created and initial outreach to citizens will occur to determine the community's vision of Gig Harbor for the next 20-year period. Lastly, a final project scope will be created outlining the level of effort and support required for 2023. **$20,000 – June through December.**	Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: 0% **Notes: To begin in fall 2022.**
Housing Attainability. Hire a consultant to conduct a Housing Needs Assessment in coordination with the local housing authority. The needs assessment to include; analysis of housing needs for City residents based on age and special need; An estimate of housing needs by income group; and policy recommendations to increase rental affordability. In addition to the housing needs assessment, consider funding mechanisms for amendments to the Comprehensive Plan and GHMC to include best management practices for housing attainability in order to increase supply near services. **$30,000 – 2022 (Carryover from 2021).**	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: 20% **Notes: The State Department of Commerce issued new guidance for housing affordability after the previous Legislative Session. Grant money is available later this year. Staff are coordinating with the State and SSHAP.**
UGA Coordination. Work in coordination with Pierce County Planning and Public Works to protect and enhance development within the Associated Urban Growth Areas, utilizing the findings from the Annexation Feasibility Study. Consider Urban Growth Area Management Agreement. Work toward common regional planning goals at the Pierce County Regional Council. **Ongoing.**	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: 10% **Notes:**
Historic Preservation/CLG. Review and process applications for listing on the Gig Harbor Local Register, including the review and processing of Certificates of Appropriateness for alterations and rehabilitations of listed properties. Work in	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: 0% **Notes:**

coordination with the applicant and DRB. **Ongoing.**	
Growth Allocation. Final analysis and evaluation of population and employment demand numbers in relation to the Pierce County Small Cities and Towns allocation of the Puget Sound Regional Council's VISION 2050. Participate through the GMCC at a staff level and provide analysis to the Mayor and City Council for decision-making in advance of the 2024 Periodic Comprehensive Plan Update. **April.**	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: 100% **Notes:**
Design Manual Review. Through a robust public process, review the City of Gig Harbor Design Manual for opportunities to improve clarity, improve processing and memorialize Board and Director decisions. **$50,000 - 2022**	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: 5% **Notes: Request for Proposals was issued and received no responses. Staff is crafting a more in-depth RFP to re-issue for consultant services.**
Development Regulation Update. Process City-initiated development regulation amendments as outlined in the 2022 Long Range Planning Work Plan. 2022 amendments include tree retention on private and public property which may include revisions to the Zoning Code, Shoreline Master Program, Fee Schedule (fines and building moratorium for trees removed without proper permits), Public Works Standards and Design Manual. Staff to propose changes to commercial codes to base obligations on occupancy, not seats. **$25,000.**	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: 20% **Notes:**
Zoning Map Updates. The City has become aware of several instances where the Comprehensive Plan Map is not consistent with the Zoning Map. Staff will identify all instances of inconsistency and present them to the Planning Commission. The Planning Commission will conduct a Growth Management compliant public process and	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: 0% **Notes: This item is expected to be lumped together with the 2024 Comp Plan Update.**

provide their recommendations to the City Council. **December.**	
Outreach to Homeowner Associations. The City has many existing and several new large Homeowner Associations who regularly contact City staff with questions about their responsibilities and the City's responsibilities. In order to interact proactively, an "HOA Fair" will be coordinated and executed in 2022 where the City will provide information to HOAs for all City services and Departments. If allowable under local health department regulations, the HOA Fair will take place at City Hall in an Open House format. If not, the HOA Fair will take place in an online open house format.	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: 0% **Notes: With a full-time Code Enforcement Officer, staff expect to begin work on this item in late summer.**
Annexation. Annex all City-owned property in Crescent Creek and the Light House.	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: 0% **Notes:**

GENERAL FUND – POLICE

Objective	**Status of Objective (as described in the 2022 Budget)**
Maintain sufficient training budget per officer. Certain state mandates require a specific amount of in-service training hours per officer/year (24). Our risk managers also require specific recurring training and there are other training opportunities that arise that provide direct benefit to the department (i.e. Instructor level courses to eliminate the need to send officers outside the department for training – See Goals section above). The cost of training courses has increased dramatically in the past several years. To meet the statutory requirements and address the rising cost of some courses offered, the police department attempts to conduct as much in-house training as possible and/or host training classes from outside vendors in order to acquire free registrations(s) in these hosted classes. **$13,300.**	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: _50% **Notes:**
Seek grants and other outside funding options. Research and secure funding sources outside normal city revenue sources to support police department initiatives. **Ongoing.**	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: N/A **Notes:**
Partnership with Pierce County DEM. Continue our collaborative relationship with Pierce County Department of Emergency Management to ensure compliance with state and federal guidelines related to our Emergency Management Response Plan among other tasks. There had historically been a per capita cost to this service, that was eliminated in 2020. **Ongoing/No cost.**	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: N/A **Notes:**
KGHP Radio. Continue our financial contribution to our local KGHP radio station in return for public service announcements and emergency warnings and notifications. **$3,000.**	Objective on track to be met in 2022: ☐ Yes ☒ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: ____% **Notes: PROGRAM DISCONTINUED**

Fund the provision of specialized services from the Pierce County Sheriff's Department (PCSD). This special services contract allows the Gig Harbor Police Department unlimited access to the PCSO Special Weapons and Tactics (SWAT), investigative, forensic, and dive teams. **$22,560.**	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: ____% **Notes:**
Continue to contract dispatch and radio services through South Sound 911 and the Combined Communications Network. The police department contracts with South Sound 911 for all emergency telephone answering and police dispatching services. We also receive nighttime law enforcement records support through this agency. Additionally, in 2015, the police department was required to migrate to a new digital 700mHz radio system that is owned by the Combined Communications Network (CCN - a consortium of Pierce County Department of Emergency Management and Pierce Transit). **$225,280 (South Sound 911) and $30,462 (CCN).**	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: 0 % **Notes:**
Continue Taser lease program. The projected life span of a Taser electronic control device is 5 years. 2021 was the final year of a 5-year lease program that supplied all agency personnel with functional Tasers. Those devices are now obsolete. A new purchase and support program (no longer called a "lease") is a total cost of $49,859 ($9,971 per year) to equip 20 personnel with current Taser devices and needed peripheral equipment. **$9,971.**	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: 100% **Notes:**

SPECIAL REVENUE FUND – PUBLIC ART CAPITAL PROJECTS

Objective	Status of Objective (as described in the 2022 Budget)
Harborview/Stinson Roundabout. Sidewalk art to be commissioned. **$25,000** *(Partially funded by construction budget)*	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: 10% **Notes:**

GENERAL FUND – PUBLIC WORKS

Objective	Status of Objective (as described in the 2022 Budget)
Plan, construct, and maintain city infrastructure. See specific list of objectives summarized within the city's Capital Budget addendum of this document.	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: 35% **Notes:**

ENTERPRISE FUND – SHORECREST SEWER OPERATING

Objective	Status of Objective (as described in the 2022 Budget)
Continue with the ongoing routine maintenance.	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: _50_% **Notes:**

ENTERPRISE FUND – STORM WATER OPERATING

Objective	Status of Objective (as described in the 2022 Budget)
Local Source Control Program. The City to enter into an interagency Agreement with Tacoma-Pierce County Health Department with the purpose to reduce pollutants and impacts to surface waters and stormwater system as directed by the City's NPDES Stormwater permit issued by Washington Department of Ecology. To provide pollutant source control inspections and outreach to businesses that will increase operators awareness of the necessary stormwater facilities maintenance, the best environmental stewardship practices, education, management practices that reduce pollutants discharging to the stormwater and elimination of illicit discharge connections to the stormwater system. An annual report to be provided itemizing the inspections and results realized. **$25,000.**	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: _50_% **Notes:**
Stormwater Management and Site Development Manual Update. Revise, Update and Adopt revisions to the City's current 2016 Stormwater Management and Site Development Manual pursuant to the City's Phase II Municipal Stormwater permit with the Department of Ecology. This revision is required to be completed no later than August 1, 2022, Permittees shall adopt and make effective an ordinance(s), or other enforceable documents, requiring the application of source control BMPs for pollutant generating sources associated with existing land uses and activities. This work may require consultant support. **$45,000.**	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: _25%_% **Notes:**
Utility Rate Study. Hire a consultant to perform a study to review each utility's existing rates and charges, review the forecasted revenues, adjust the existing senior/low income discount rate, and assess against the respective planned capital projects. **$40,000 (Storm - $13,333, Water - $13,333, Wastewater - $13,334).**	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: _20_% **Notes:**

SPECIAL REVENUE FUND – STREET OPERATING

Objective	Status of Objective (as described in the 2022 Budget)
On-Call Transportation Engineering Assistance. Utilize the services on an on-call professional traffic engineer to address various issues that are in need of a solution when City Staff are not available or do not have the resources. This expenditure includes both pass through monies funded by private developers and City operational expenditures**. $50,000.**	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: _50_% **Notes:**
Annual Pavement Maintenance and Repair Program. Perform pavement replacement, pavement repair, or chip sealing of various roadway sections throughout the City, tentatively include 45th St Ct., Briarwood Lane, Pt. Fosdick Dr, Wollochet Dr, Woodhill Drive, the Olympic Dr/Pt Fosdick Dr intersection, and Hollycroft St. Pavement maintenance and repairs include ADA improvements where required. **$2,500,000**	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: _20_% **Notes:** design 100% Construction to begin on 7/18/22
Public Works Standards Update. Staff will be supported by a consultant to complete a comprehensive update to the City's 2018 Public Works Standards and provide a process to receive input from the public. Public input shall include an Ad-Hoc Pedestrian/Cyclist Advisory Committee to consult on pedestrian/cyclist-related standards. Updates may include street cross section revisions, traffic calming measures, sidewalk design, utility updates, private street allowances and dedications, miscellaneous staff revisions, and other updates as directed to staff as allowed by engineering standards and state/federal requirements. **$30,000**	Objective on track to be met in 2022: ☐ Yes ☒ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: __0_% **Notes:** Reprioritization due to staffing levels.
On-Street Parking Code Development and Implementation. Review existing on-street parking standards. Develop new parking standards, codes, and an implementation plan. Coordinate with the Police Department	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: __5_%

on the ability to enforce any new code. Include the Downtown Waterfront Alliance in the development of draft code as it related to public parking in downtown Gig Harbor. This work will be completed as staff capacity exists and may require the purchase and installation of regulatory signs. **$15,000.**	**Notes:**
North Harborview Drive Sidewalk ADA Improvements. Design, permit, and Reconstruct the existing sidewalk improvements along the water side between 8798 and 8803 North Harborview Drive to meet ADA standards. **$45,000.**	Objective on track to be met in 2022: ☒ Yes ☒ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: _0__% **Notes:** Reprioritization due to staffing levels.

ENTERPRISE FUND – WASTEWATER OPERATING

Objective	Status of Objective (as described in the 2022 Budget)
ARC Flash Analysis. The ARC Flash Analysis is an L&I requirement that uses NFPA 70 as guidance for implementation. When using high voltage power, the potential for electrical shock and explosion is high and deadly. The analysis identifies each electrical hazard and gives it a rating as to the severity of the risk. With each increase in risk level, additional PPE is required as well as workspace requirements surrounding the device to protect non-shielded workers and observers. The WWTP and lift stations have dozens of such devices and all need to be given a label so the maintenance personnel are aware of the hazard and the risk associated with accessing such devices and appropriate PPE to be used. **$50,000.**	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: _0_% **Notes:**
Vessel Pump-out Services. Provide support to the non-profit organization offering free pump-out services to vessels located in and around Gig Harbor. This service is intended to improve the overall public and environmental health of Gig Harbor and preserve and protect the water quality and health of the Bay upon which the city relies for tourism and recreation. The anticipated time frame for the free pump-out services is every Saturday, Sunday, and holiday starting May 2022 through September 2022. **$10,000.**	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: _50_% **Notes:**
Utility Rate Study. Hire a consultant to perform a study to review each utility's existing rates and charges, review the forecasted revenues, adjust the existing senior/low income discount rate, and assess against the respective planned capital projects. **$40,000 (Storm - $13,333, Water - $13,333, Wastewater - $13,334).**	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: _20_% **Notes:**

ENTERPRISE FUND – WATER OPERATING

Objective	Status of Objective (as described in the 2022 Budget)
Well Generator Servicing. Systematic servicing to ensure standby power supply is operable. **$10,000**	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: _0__% **Notes:**
Water Sampling Stations. Annual program for systematic replacement of aging water sample stations to ensure accurate water testing information. **$10,000**	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: _0__% **Notes:**
Water Tank Tie Downs and Vent Replacement. Install tie downs at the Shurgard and Grandview water tanks to increase safety measures when performing inspections. Inspect and replace vents as needed **$25,000**	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: _10_% **Notes:**
Shurgard Water Tank Repainting. Inspect the Shurgard water tank in preparation for future repainting of the exterior and interior of water tank. **$15,000**	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: _10_% **Notes:**
Well #5 and Well #6 (North Creek Lane) Chlorine Room Construction. Construct a structure to store chlorine outside of the existing well houses. **$17,500**	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: _0_% **Notes:**
Well #6 (North Creek Lane) Video Inspection. Perform an interior video inspection of Well #6 to ensure physical integrity, security and water quality. **$9,500**	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: _0_% **Notes:**
Well #5 (North Creek Lane) Maintenance. This well was last serviced in 2013 and has experienced inconsistent operations recently. This proposed objective would remove, inspect, clean and reinstall the existing pump and motor assembly in addition to completing	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: _0_%

a video inspection of the well casing to ensure physical integrity of the well screens and casing. **$100,000**	**Notes:**
Harbormaster Lane Water Main Replacement. Replacement of the aging Harbormaster Lane water main. This work will be designed in-house and completed by the City's Operations Division Crew. **$35,000**	Objective on track to be met in 2022: ☐ Yes ☒ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: _0_% **Notes:** Due to reprioritization and staffing levels this project will be completed in 2023.
Well #3 (Shurgard Storage) VFD. Install a variable frequency drive controller on Well #3 to reduce energy consumption and extend the life of the newly installed pumping equipment. **$30,000**	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: _5_% **Notes:**
Utility Rate Study. Hire a consultant to perform a study to review each utility's existing rates and charges, review the forecasted revenues, adjust the existing senior/low income discount rate, and assess against the respective planned capital projects. **$40,000 (Storm - $13,333, Water - $13,333, Wastewater - $13,334).**	Objective on track to be met in 2022: ☒ Yes ☐ No Objective will be met under budget: ☒ Yes ☐ No Percent complete as of 6/30/22: _20_% **Notes:**

UPCOMING GIG HARBOR CITY MEETINGS

ALL AGENDA ITEMS TENTATIVE – SUBJECT TO CHANGE

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

Day	Date	Time	Group	Agenda Items
TH	July 21	5:00pm	Planning Commission	Short Term Rental Study Session
M	July 25	5:30pm	City Council	Consent Agenda: 1. City Council Minutes 2. Agreement for Court Collections Services 3. Second Reading and Adoption of Ordinance 1491 Verizon Small Cell Franchise 4. Resolution 1255 Authorizing a Sister City Agreement with Bodø, Norway 5. Resolution 1256 Updating Fee Schedules 6. Approval of Vouchers Old Business: 1. Second Reading and Adoption of Ordinance 1492 Amending Advisory Board Appointment Processes New Business: 1. First Reading and Adoption of Ordinance 1493 Amending the 2022 Budget **Staff Report:** Quarterly Budget Update
TH	July 28	2:00pm	City Council Study Session	Comprehensive Plan Update - Climate Change Housekeeping Ordinances 4th of July Event Trolley Update
TH	July 28	5:00pm	Design Review Board	CANCELLED
W	Aug. 3	5:30pm	Parks Commission	
TH	Aug. 4	6:00pm	Planning Commission	Public Hearing: Short Term Rentals
M	Aug. 8	5:30pm	City Council	**Presentation:** Annual Crime Report **Consent:** • Professional Services Contract for HVAC Assessment • 55th St. Ct. (Reid Dr) Water Main Improvements – Public Works Contract Award, Materials Testing, and Change Order Authority • Planning Commission Appointments • Professional Services Contract for On-Call Arborist Services • Professional Services Contract for Urban Forestry Consultant New Business: • Professional Services Contract Amendment for Commercial Fishing Homeport • 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 • First Reading and Adoption of Ordinance XXXX Amending Salary Schedule • Contract with HBB Landscaping Architects for Crescent Creek Park Master Plan
W	Aug. 10	10:00am	Arts Commission	Work Plan

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.

				Mural Project
TH	Aug. 11	2:00pm	City Council Study Session	2022 Active CIP Schedule Update Short Term Rentals Staffing Updates
TH	Aug. 11	3:00pm	Civil Service Commission	
TH	Aug. 11	5:00pm	Design Review Board	The Reserve & Chair Election/Bylaw Review
TH	Aug. 18	5:00pm	Planning Commission	Chair Election/Bylaw Review
M	Aug. 22	5:30pm	City Council	CANCELLED
TH	Aug. 25	5:00pm	Design Review Board	
M	Sept. 12	5:30pm	City Council	New Business • First Reading of Ordinance XXXX Amending Title 17 for Short Term Rentals • Professional Services Contract for Stormwater Manual Update
TH	Sept. 15	2:00pm	City Council Study Session	Harbor Hope Center Presentation Senior Center Location
M	Sept. 26	5:30pm	City Council	Old Business: • Second Reading and Adoption of Ordinance XXXX Amending Title 17 for Short Term Rentals
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, Administration, Finance, I.T., Legal, Police, Planning, and Building)
TU	Oct..18	2:00pm	City Council Study Session	Budget Study Session #2 (Court, Marketing, Parks, Streets, Water, Sewer, and Storm)
M	Oct. 24	5:30pm	City Council	
TH	Oct. 27	2:00pm	City Council Study Session	
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	Stormwater Management Action Plan
M	Dec. 12	5:30pm	City Council	
TH	Dec. 15	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	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*