

AGENDA
GIG HARBOR CITY COUNCIL MEETING
Monday, September 12, 2022 – 5:30 p.m.
Council Chambers

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

CALL TO ORDER/ROLL CALL

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGMENT

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

CHANGES TO THE AGENDA

CONSENT AGENDA

1. City Council Minutes

Documents:

[City Council Minutes - August 8, 2022.pdf](#)
[City Council Study Session Minutes - August 11, 2022.pdf](#)
[City Council Special Meeting Minutes - August 18, 2022.pdf](#)

2. Professional Services Contract with Community Attributes, Inc., for a Housing Needs Assessment

Documents:

[AGENDA BILL PSC for Housing Needs Assessment.pdf](#)

3. Reappointment of Stephanie Lile and Jannae Mitton to the Lodging Tax Advisory Committee

Documents:

[AGENDA BILL Lodging Tax Advisory Committee Appointments.pdf](#)

4. Appointment of Alison Snodgrass and Jason Jordan to the Planning Commission

Documents:

[AGENDA BILL Planning Commission Appointments.pdf](#)

5. Professional Services Contract for Stormwater Management and Site Development Manual Update 2022

Documents:

[AGENDA BILL PSC for Stormwater Management Manual Update.pdf](#)

6. Professional Services Contract Amendment #1 for Gig Harbor Sports Complex Phase 1B

Documents:

[AGENDA BILL PSC Amendment for Gig Harbor Sports Complex Phase 1B.pdf](#)

7. Professional Services Contract Amendment #2 for Public Works Operations Center

Documents:

[AGENDA BILL PSC Amendment PW Operations Center.pdf](#)

8. Approval of Vouchers

Check numbers 98543 through 98660 and ACH payments in the amount of \$847,546.96

Check numbers 98661 through 98779 and ACH payments in the amount of \$3,619,268.77

9. Approval of Payroll for the Month of August

Checks #8369 through #8370 and direct deposit transactions in the total amount of \$506,434.01.

PRESENTATIONS

1. Appreciation of Downtown Waterfront Alliance Flower Basket Waterers

MAYOR'S REPORT

CITY ADMINISTRATOR'S REPORT

PUBLIC COMMENT ON NON-AGENDA ITEMS

EXECUTIVE SESSION

To discuss potential litigation per RCW 42.30.110(1)(i).

NEW BUSINESS

1. Public Hearing: First Reading and Adoption of Ordinance 1497 Renewing the Moratorium on Acceptance of New

Lodging, Level 1 Applications

Suggested Motion: Move to approve Ordinance 1497.

- a) Report: Principal Planner Carl de Simas
- b) Clarifying questions from Council
- c) Public hearing
- d) Council deliberation and action

Documents:

[AGENDA BILL Ordinance 1497.pdf](#)
[Public Hearing Comments.pdf](#)

2. Professional Services Contract Amendment 1 for 38th Ave Half-Width-Roadway Improvements Phase 2 – Sewer main

Suggested Motion: Move to approve and authorize the Mayor to execute a Professional Services Contract with KPFF, Inc. in an amount not to exceed \$27,414.

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

Documents:

[AGENDA BILL PSC Amendment for 38th Avenue Half-Wifth Roadway Improvements.pdf](#)

3. Professional Services Contract Amendment for Commercial Fishing Homeport

Suggested Motion: Move to approve and authorize the Mayor to execute a Professional Services Contract Amendment with Davido Consulting Group, Inc. in an amount not to exceed \$44,261.00.

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

Documents:

[AGENDA BILL PSC Amendment for Commercial Fishing Homeport.pdf](#)

4. Agreement with CivicPlus for NextRequest Public Records Request Portal

Suggested Motion: Move to authorize the Mayor to execute an annually renewing agreement with CivicPlus for NextRequest public records request portal.

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

Documents:

[AGENDA BILL NextRequest Authorization.pdf](#)

COUNCIL REPORTS / COMMENTS

ANNOUNCEMENT OF UPCOMING MEETINGS

Documents:

[City Meetings Calendar.pdf](#)

[City of Gig Harbor Two-Year Strategic Plan 2022-2023.pdf](#)

EXECUTIVE SESSION

To discuss pending litigation per RCW 42.30.110(1)(i) and the acquisition of real estate per RCW 42.30.110(1)(b) .

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. In-person comments shall be made from the microphone, first giving the speaker's name and address. When there are 30 seconds remaining, a yellow light will alert you to summarize your comments. At the end of your comments, the light will turn red and you will hear a beep signifying the end of your comment period. Anyone making "out of order" comments may be subject to removal from the meeting.

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

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.

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

AMERICANS WITH DISABILITIES (ADA) ACCOMMODATIONS

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

MINUTES FOR GIG HARBOR CITY COUNCIL MEETING
Monday, August 8, 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, Rodenberg, Storset and Woock were present. Councilmember Lykins was excused.

CONSENT AGENDA:

1. City Council Minutes - City Council Minutes - July 25, 2022; City Council Study Session Minutes - July 28, 2022
2. Professional Services Contract Amendment #1 – Skansie Netshed Repair and Maintenance
3. Resolution 1258 Adopting the 2021 Tacoma-Pierce County Solid & Hazardous Waste Management Plan and Recommitting the City of Gig Harbor to its Partnership with Pierce County
4. First Amendment to Agreement with Gig Harbor Downtown Waterfront Alliance
5. Professional Services Contract with Davey Expert Tree Company for Urban Forestry Program
6. Public Works Contract Award, Materials Testing, and Change Order Authority - 55th St. Ct. (Reid Dr.) Water Main Improvements
7. Professional Services Contract for Ongoing Consulting Arborist Services
8. Approval of Vouchers - Check numbers 98459 through 98542 and ACH payments in the amount of \$1,030,443.25.
9. Approval of Payroll for the Month of July - Checks #8366 through #8368 and direct deposit transactions in the total amount of \$782,618.94.

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

VOTE: Unanimously approved.

PRESENTATIONS: Mayor Markley presented the Waterfront Farmers Market Week Proclamation to Heidi Gerling of the Downton Waterfront Alliance. Police Chief Kelly Busey presented a report of 2021 Crime Statistics.

MAYOR'S REPORT: Mayor Markley reported on a successful National Night Out event last week.

CITY ADMINISTRATOR'S REPORT: Katrina Knutson reported the Conservation Property Phase 3 did not receive a Pierce County Conservation Futures Grant. The City will move forward with the property purchase for the full \$1,000,000.00. She also reported that discussions are occurring with the unions to develop a retention plan and other ideas to boost employee satisfaction.

PUBLIC COMMENT ON NON-AGENDA ITEMS: Thomas Wick commented on public records requests.

NEW BUSINESS:

1. **Public Hearing, First Reading and Adoption of Ordinance 1494 Vacating a Portion of Hall Street** – Public Works Director Jeff Langhelm introduced the ordinance which will vacate a portion of Hall Street in accordance with the City's non-user statute.

Public Comment: Thomas Wick made public comment that was not germane to the ordinance.

MOTION: Move to approve Ordinance 1494 (Rodenberg/Barber).

VOTE: Unanimously approved.

2. **First Reading and Adoption of Ordinance 1495 Amending Gig Harbor Municipal Code Section 9.20.010 to Adopt by Reference RCW 9.41.305 Prohibiting the Open Carrying of Weapons in Municipal Buildings** – Police Chief Kelly Busey introduced the ordinance which allows the City to pursue criminal charges against violators of the law prohibiting the open carrying of weapons in the Civic Center.

Public Comment: Thomas Wick made public comment in support of the ordinance.

MOTION: Move to approve Ordinance 1495 (Woock/Henderson).

VOTE: Unanimously approved.

3. **Resolution 1257 Rejecting all Bids Received on Public Works Operations Center Phase 2 (Building) Project** – Public Works Director Jeff Langhelm introduced the resolution which rejects all bids for the construction of the Public Works Operations Center. The City will revisit the project later this fall.

Public Comment: Thomas Wick made public that was not germane to the resolution.

MOTION: Move to approve Resolution 1257 (Barber/Henderson).

VOTE: Unanimously approved.

4. **Professional Services Contract for HVAC Assessment** – Public Works Director Jeff Langhelm presented the contract which will address cooling problems in the Civic Center.

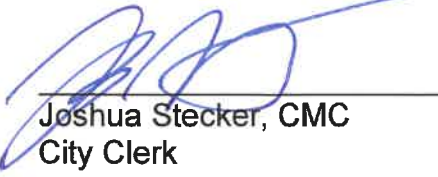
MOTION: Move to approve and authorize the Mayor to execute a Professional Services Contract with MacDonald Miller Facility Solutions, LLC, in an amount not to exceed \$94,484. (Woock/Henderson).

VOTE: Motion passed 5-1, Councilmember Rodenberg opposed.

COUNCIL REPORTS / COMMENTS: Councilmember Denson congratulated Gig Harbor Fire for the passage of Proposition 1. Councilmember Henderson recognized

the Downtown Waterfront Alliance for their work and thanked City Administrator Katrina Knutson for her good work in her role.

ADJOURN: The meeting adjourned at 6:47 p.m.



Joshua Stecker, CMC
City Clerk

MINUTES FOR GIG HARBOR CITY COUNCIL STUDY SESSION
Thursday, August 11, 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, Lykins, Rodenberg, and Woock were present. Councilmember Storset joined the meeting at 2:05 p.m. Councilmember Denson left the meeting at 3:00 p.m.

DISCUSSION ITEMS:

- 1. Upcoming Ordinances** – City Clerk Joshua Stecker reviewed the memo included in the packet and discussed the issues needing to be addressed via some upcoming ordinances.
- 2. Appointment Process for Advisory Boards** – City Clerk Joshua Stecker provided a review of the proposed appointment procedure and answered Council questions. City Attorney Daniel Kenny also addressed the Council and made suggestions based on Council comments.

Councilmembers expressed interest in holding a retreat to receive some training and discuss expectations on how to conduct themselves outside of City meetings, as well as review the social media policy.

The Mayor, City Administrator, and City Clerk will discuss possible amendments to the proposed procedure but will continue to follow it as-is in the meantime.

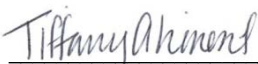
The City Clerk will coordinate a Council retreat for the near future.

- 3. 2022 Active CIP Schedule Update** – Public Works Director Jeff Langhelm provided a review of current Capital Improvement Projects and their status and addressed Council questions.
- 4. Water System Risk & Resiliency Assessment Update** – Public Works Director Jeff Langhelm provided Council with an update on the assessment and addressed questions.
- 5. 4th of July Event Discussion** – Tourism & Communications Director Laura Pettitt reviewed the memo included in the packet, requested Council feedback, and asked for volunteers to form a subcommittee on the topic.

Based on Council feedback, the 2023 event will be small with potential to grow for 2024.

Councilmembers Barber, Lykins, and Storset volunteered for the subcommittee.

ADJOURN: The meeting adjourned at 4:31 p.m.



Tiffany Aliment
Assistant City Clerk

MINUTES FOR GIG HARBOR CITY COUNCIL STUDY SESSION
Thursday, August 18, 2022 – 2:00 p.m.
Virtual Meeting

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

NEW BUSINESS

1. **Memorandum of Understanding with Gig Harbor BoatShop for Management of Eddon Boatyard House** - Public Works Director Jeff Langhelm provided an overview of the proposed MOU.

Public Comment: Kit Kuhn, Mark Hoppen, Nicole Jones-Vogel and Rosa Alejo commented on the proposed agreement

MOTION: Move to Approve and authorize the Mayor to sign a memorandum of understanding with the Gig Harbor BoatShop.

VOTE: Motion passed unanimously.

DISCUSSION ITEMS:

1. **2023 Legislative Agenda Process** - Gordon Thomas Honeywell Vice President Josh Weiss reviewed the process for adopting the 2023 legislative agenda. Councilmembers were asked to provide contributions on agenda topics by the end of September so a legislative agenda could be adopted in November.
2. **Short-term Rental Regulations** - Principal Planner Carl de Simas provided Council with an update on the process of revising short-term rental regulations following Planning Commission review. The Planning Commission was unable to make a formal recommendation to Council. Council was presented with draft regulations prepared by staff. The draft regulations will come before Council in a public hearing on September 12.

ADJOURN: The meeting adjourned at 4:38 p.m.


Josh Stecker
City Clerk



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

Meeting Date: September 12, 2022

SUBJECT: Professional Services Contract with Community Attributes, Inc., for a Housing Needs Assessment

SUBMITTED BY: Robin Bolster-Grant, Senior Planner

DEPARTMENT: Community Development/Planning Division **PHONE:** 253-853-7628

SUGGESTED MOTION: Move to authorize the Mayor to execute the Professional Services Contract with Community Attributes Inc. for the preparation of a Housing Needs Assessment for the City of Gig Harbor in the amount not to exceed \$33,900.00.

BACKGROUND INFORMATION: The City is required to update the Housing Element as part of the 2024 Comprehensive Plan Periodic Update required by the WA State Growth Management Act. A Housing Needs Assessment provides the necessary foundation for revising the Housing Element by analyzing existing housing stock and identifying projected housing needs for all economic segments of the community.

Community Attributes Inc. has successfully conducted Housing Needs Assessments for jurisdictions in the Puget Sound region, including the communities of Bellevue, Mercer Island and Shoreline.

FISCAL CONSIDERATION:

Expenditure Required: 33,900.00	Amount Budgeted: \$30,000.00	Appropriation Required: \$3,900.00
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BOARD/COMMISSION/COMMITTEE RECOMMENDATION: None.

ATTACHMENTS: Professional Services Contract with Community Attributes Inc., scope of work and rate structure.

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

**PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
COMMUNITY ATTRIBUTES**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and Community Attributes Inc., a corporation organized under the laws of the State of Washington (the "Consultant").

RECITALS

WHEREAS, the City is required to update the Gig Harbor Comprehensive Plan before December 31, 2024, in accordance with the Washington State Growth Management Act (GMA); and

WHEREAS, the City's Housing Element, contained within the Comprehensive Plan, must be updated to reflect changes in population, housing inventory, market conditions and changes in state law; and

WHEREAS, the City desires that the Consultant prepare a Housing Needs Assessment that will function as the foundation for the necessary Housing Element update; and

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

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

TERMS

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

2. **Payment.**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Thirty-Three Thousand Nine Hundred Dollars (\$33,900) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed

supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**, unless the parties agree to a modification of this Contract, pursuant to Section 17 herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within 45 days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within 15 days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

3. Duration of Work. The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by September 1, 2023; provided however, that additional time shall be granted by the City for excusable days or extra work. Further, the parties may extend the duration of this Agreement consistent with the terms of Section 17 below.

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

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

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

7. Indemnification.

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

B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees or volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. Insurance.

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

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

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

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Professional's profession.

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

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Employer's Liability, each accident \$1,000,000, Employer's Liability Disease-each employee \$1,000,000, and Employer's Liability Disease - Policy Limit \$1,000,000.
4. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim.

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

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

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

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

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

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

11. Records.

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

B. Consultant acknowledges that the City is an agency governed by the public records disclosure requirements set forth in chapter 42.56 RCW. Consultant shall fully cooperate with and assist the City with respect to any request for public records received by the City concerning any public records generated, produced, created and/or possessed by Consultant and related to the services performed under this Agreement. Upon written demand by the City, the Consultant shall furnish the City with full and complete copies of any such records within ten business days. Consultant's failure to

timely provide such records upon demand shall be deemed a material breach of this Agreement. To the extent that the City incurs any monetary penalties, attorneys' fees, and/or any other expenses as a result of such breach, the Consultant shall indemnify and hold harmless the City as set forth in Section 7. For purposes of this section, the terms "public records" and "agency" shall have the same meaning as defined by chapter 42.56 RCW, as construed by Washington courts.

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

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

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

14. Resolution of Disputes and Governing Law.

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

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

15. Written Notice. All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth below. Notice by mail shall be deemed given as of the date the same

is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

CONSULTANT:
Community Attributes Inc.
ATTN: Chris Mefford
500 Union St. Ste 200
Seattle, WA 98101

City of Gig Harbor
ATTN: Community Dev. Director
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-6170

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of 8/21, 2022.

CONSULTANT

CITY OF GIG HARBOR

By: 
Its: President & CEO

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

City of Gig Harbor Housing Needs Assessment

Scope of Work

August 15, 2022

The following draft work program identifies preliminary milestones and tasks to complete the City of Gig Harbor Housing Needs Assessment.

PROPOSED WORK PLAN

Our proposed methodology and approach will follow the Washington State Department of Commerce requirements as outlined in their Guidance for Developing a Housing Needs Assessment.

Project Management

Community Attributes' project manager will execute this work in close collaboration with City of Gig Harbor staff, as well as any partners and stakeholders identified for the project. CAI will hold a kick-off meeting with city staff to develop a mutual understanding of the timeline, deliverables, identify outside partners and stakeholders, and discuss the city's in-house data resources. We will stay in frequent communication through bi-weekly virtual meetings or check-in calls to detail progress and prepare for near-term tasks.

Task 1: Housing Inventory

CAI will prepare a housing inventory to describe Gig Harbor's housing stock, including number of units by housing type, age, number of bedrooms, condition, tenure, and affordability level, including any special population groups served (seniors, special needs, veterans, disability, etc).

This task will also include an analysis of residential market conditions. Market data collected will include residential sale prices, rents, length of time on market, vacancy rates, and other relevant real estate metrics. CAI is intimately familiar with data sources for residential real estate markets. We will gather data from the City of Gig Harbor, CoStar, Zillow, Redfin, HUD, and other sources as necessary.

We will develop an outline of proposed analytics to share with city staff for modification, collaboration, and approval.

Task 2: Community and Workforce Profile

CAI will collect and analyze demographic and economic data to better understand the characteristics of Gig Harbor's current residents and community members who work inside the jurisdiction but live outside of the jurisdiction. This analysis provides a solid overview of current conditions using sources that are easily updated, including American Community Survey data.

We will detail population characteristics by age, race, ethnicity, and disability status, and household characteristics such as income, tenure, size, and cost burden. We will analyze current workforce and employment trends and calculate Gig Harbor's housing to jobs ratio. We will review and analyze recent population and job growth trends to understand how Gig Harbor has been growing compared to its planning assumptions. We will also assess population and employment projections to assess future housing need, and how it will be segmented by tenure, type, and price level. Future price level assumptions will be informed by the city's current demographics as well as the income characteristics of growing industries.

The analysis will include benchmarking Gig Harbor's growth and projections against Pierce County as a whole, Tacoma, and other cities in Pierce County. These comparisons will help gauge perspectives on Gig Harbor's role in the regionwide conversation about housing. Like for Task 1, we will develop an outline of proposed analytics to share with city staff for modification, collaboration, and approval.

Task 3: Gap Analysis

This task will bring together findings from Task 1 and Task 2 to identify existing and future housing needs by income category based on current and anticipated future housing affordability and employment income levels within the city. CAI will work with Gig Harbor staff to coordinate the identification of the city's growth targets and translate those into housing units needed to accommodate those targets. This will include an analysis of gaps in housing availability by affordability level.

Task 4: Develop Recommendations

CAI is best known for our ability to explain data, their limitations, and how best to use the data, all of which is a cornerstone of this project. We know how to level-set an audience with a common understanding of data and how the data inform strategic decisions for convening and facilitation. We will use the assembled information and analysis to define the concerns, issues, and opportunities for Gig Harbor's housing needs and strategies assessment to address.

As part of this task, we will:

- Develop recommendations for specific types, rates, and other housing needs based on the market analysis.
- Develop recommendations for increasing housing affordability and housing choices.
- Provide recommendations for suitable housing to fit the needs of the community.
- Identify sources of funding for technical assistance for housing and other related programs.

Task 5: Draft and Final Housing Needs Assessment Report and Presentations

CAI will prepare a draft and final technical report summarizing findings and recommendations, including supporting maps, graphs, tables and other visuals. CAI will also prepare a presentation of key findings to Planning Commissions and City Council.

Deliverables and Meetings:

- Draft and final housing needs assessment reports
- Presentation deck with findings from HNA
- Project kick-off and monthly project check-ins (including to review findings for input)
- Two presentations to Planning Commission and City Council

PROPOSED BUDGET

CAI can accomplish the above work plan for **\$33,900**. The exhibit below provides a summary of cost per task. We would welcome the opportunity to tailor this budget and scope to fit your schedule and resources.

	Total Hours	Total Budget
Task 0. Project Management	24	\$3,900
Task 1. Housing Inventory	74	\$9,000
Task 2. Community and Workforce Profile	56	\$6,400
Task 3. Gap Analysis	44	\$6,100
Task 4. Develop Recommendations	22	\$3,000
Task 5. Draft and Final HNA and Presentations	40	\$5,500
Total - All Tasks	260	\$33,900



Community Attributes Inc.

August 15, 2022 Hourly Rates

Name	Title	Hourly Rate
Chris Mefford	President & CEO	\$270.00
Jeff Raker	Sr. Economic Development Planner	175.00
Michaela Jellicoe	Senior Economist	165.00
Madalina Calen	Senior Economist	152.50
Bryan Lobel	Senior Planner	152.50
Elliot Weiss	Project Manager	152.50
Cassie Byerly	Planning Analyst	112.50
Ethan Schmidt	Economics Analyst	100.00
Carly Bednarski	GIS Analyst	80.00



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

Meeting Date: September 12, 2022

SUBJECT: Reappointment of Stephanie Lile and Jannae Mitton to the Lodging Tax Advisory Committee.

SUBMITTED BY: Tiffany Aliment, Assistant City Clerk

DEPARTMENT: Administration

PHONE: 851-6137

SUGGESTED MOTION: Move to reappoint Stephanie Lile and Jannae Mitton to the Lodging Tax Advisory Committee with terms expiring September 30, 2025.

BACKGROUND INFORMATION: Staff received two applications for four vacancies on the Lodging Tax Advisory Committee. Both applications were submitted by existing members. The Mayor recommends to reappoint Stephanie Lile and Jannae Mitton to the Lodging Tax Advisory Committee.

FISCAL CONSIDERATION: None.

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: N/A

ATTACHMENTS: None.

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



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

Meeting Date: September 12, 2022

SUBJECT: Appointment of Alison Snodgrass and Jason Jordan to the Planning Commission.

SUBMITTED BY: Tiffany Aliment, Assistant City Clerk

DEPARTMENT: Administration

PHONE: 851-6137

SUGGESTED MOTION: Move to appoint Alison Snodgrass and Jason Jordan to the Planning Commission with terms expiring June 30, 2026.

BACKGROUND INFORMATION: The Mayor interviewed four applicants for two vacancies on the Planning Commission. Her recommendation is to appoint Alison Snodgrass and Jason Jordan to the Planning Commission.

FISCAL CONSIDERATION: None.

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: N/A

ATTACHMENTS: None.

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



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

Meeting Date: September 12, 2022

SUBJECT: Stormwater Management and Site Development Manual Update 2022

SUBMITTED BY: Aaron Hulst, PE

DEPARTMENT: Engineering

PHONE: 253-853-7620

SUGGESTED MOTION: Approve and Authorize the Mayor to execute a Professional Services Contract with 3J Consulting, Inc. for the 2022 Stormwater Manual Update.

BACKGROUND INFORMATION: The City's Phase II Municipal Stormwater Permit with the Department of Ecology requires the City to update our 2016 Stormwater Manual to be consistent with the most current Pierce County stormwater manual, which is approved by Ecology.

In the past, the City has undertaken stormwater manual updates using in-house Engineering Division staff. However, due to staffing levels and workloads, the Engineering Division requested as part of the 2022 Budget that this work be completed by a consultant. Therefore, under this proposed contract, 3J Consulting will complete stormwater manual update.

FISCAL CONSIDERATION: The proposed 3J contract is funded in the 2022 Budget under Storm Water Operating.

Expenditure Required: \$42,536	Amount Budgeted: \$45,000	Appropriation Required: \$
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BOARD/COMMISSION/COMMITTEE RECOMMENDATION: none

ATTACHMENTS: 3J Professional Services Contract including associated Scope of Work and Fees

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

**PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
3J CONSULTING, INC. FOR THE 2022
STORMWATER MANUAL UPDATE**

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

RECITALS

WHEREAS, the City is presently engaged in Stormwater Management and Site Development Manual Update 2022 and desires that the Consultant perform services necessary to provide the following consultation services; and

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

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

TERMS

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

2. Payment.

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Forty-Two Thousand, Five Hundred Thirty-Six Dollars and No Cents (\$42,536.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit A – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit B**, unless the parties agree to a modification of this Contract, pursuant to Section 17 herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within 45 days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within 15 days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

3. **Duration of Work.** The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by December 1, 2023; provided however, that additional time shall be granted by the City for excusable days or extra work. Further, the parties may extend the duration of this Agreement consistent with the terms of Section 17 below.

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

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

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

7. Indemnification.

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

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

8. Insurance.

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

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

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

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

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Professional's profession.

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

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Employer's Liability, each accident \$1,000,000, Employer's Liability Disease-each employee \$1,000,000, and Employer's Liability Disease - Policy Limit \$1,000,000.
4. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim.

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

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

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

G. Verification of Coverage. The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily

limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

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

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

11. Records.

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

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

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

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

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

14. Resolution of Disputes and Governing Law.

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

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

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

3J Consulting, Inc.:
ATTN: Brian K. Feeney, PE
3J Consulting, Inc.
9600 SW Nimbus Ave, Ste100.
Beaverton, Oregon 97008
503-946-9365, Ext 205

City of Gig Harbor
ATTN: Aaron Hulst, PE
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335
253-851-6170

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

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

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

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its: _____

By: _____
Tracie Markley, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

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

Stormwater Management and Site Development Manual Update 2022

City of Gig Harbor

City Engineer: Aaron Hulst, PE
3510 Grandview Street
Gig Harbor, Washington
253-853-7637

ahulst@gigharborwa.gov

3J Consulting, Inc.

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

brian.feeney@3j-consulting.com

PROJECT UNDERSTANDING AND WORK SCOPE FOR COMPLETE PROJECT

Background

The City is in need of professional engineering services to assist in the update of the 2016 Gig Harbor Stormwater Manual and Site Development Manual (Manual). The City is a Permittee of the Western Washington Phase II Municipal Stormwater Permit (Permit) and is required to update their manual to current standards. The City would like to adopt the most current Pierce County's stormwater manual, which is approved by Ecology and update as required to meet specific Gig Harbor requirements.

The City is requesting Engineering Services from a consultant well versed in the City's and state code. 3J has assigned Josh Gilchrist, PE to the project. Josh is a past City employee and is well versed in the City's processes. We will also have our Water Resource Project Manager, Kathleen Freeman, PE provide a full quality control review of the draft and final versions of the manual.

The work scope has been defined for the entire project through completion. Tasks to be completed by 3J are set forth in this work scope.

SPECIFIC SCOPE OF SERVICES

The following services are for the professional services requested by the City of Gig Harbor, which will be provided by 3J staff. The deliverables are listed for each task. The tasks below are the result of our August 10, 2022, scoping meeting with the City and efforts as we understand them to be at this time.

The design services work scope outlined below is anticipated to complete the project through Council Adoption.

Task 1.0	Management and Administration
Task 2.0	Public Involvement Assistance
Task 3.0	Design Manual Updates

TASK 1.0 Management and Administration

Project Management

The duration of the project design effort through City Council adoption is assumed to be six (6) months, from September 2022 thru February 2023. The following items are included:

The following tasks are included:

- Provide management, coordination, and direction to the project team for completing the professional services as described within this scope of services.
- Provide assistance in the day-to-day management and decision making for the project.
- Track project costs and budgets on a monthly basis.
- Prepare monthly invoices for project and monthly summary reports. Six (6) invoices and summary reports are included.

Deliverables:

The following deliverables are part of this task:

- Monthly Summary Reports and Invoices.
- Meeting Agenda and materials distributed prior to meetings.
- Attendance and participation at meetings as described herein.

TASK 2.0 Public Involvement

The primary purpose of the public involvement task is to provide assistance to the City for public meetings and communications. The project team will work with the City Project Manager to complete the following:

Public Meetings and Coordination

- Assist the City Project Manager to prepare for and provide required materials for a presentation to City Council. This scope of work assumes two (2) City Council meetings. These meetings will be two (2) hours in length and up to two (2) 3J staff will attend.

TASK 3.0 Design Manual Updates

The Consultant will utilize the previous City Stormwater Manual, current Pierce County Stormwater Manual and Ecology's 2019 Stormwater manual to review and update the City's Stormwater Manual.

Review and Analyze Existing Manual

- Review and analyze the current City stormwater manual and provide steps and actions required to be in compliance with the Permits requirements, S5.C.6.

Stormwater Management Manual Updates

- Update City's manual to meet current requirements.
- Use Pierce County's (Phase 1) 2021 approved stormwater manual as a guidance to update the City's manual.
- Reference Ecology's 2019 Stormwater Management Manual for Western Washington

Quality Control

Manage and conduct quality control reviews of all submittals to the City. Consultant shall log all review comments received from the Agency. This log must contain the Consultant's response to each of the comments; note how and if the comment was incorporated into the final deliverable.

- Set up internal review periods identified, and reviewers established.
- Reviewers will review for all deliverables before submission to the City

Deliverables:

- 90% Draft Manual
- Final Design Manual based on City review comments.
- Attendance and participation at meetings as required by City.

REIMBURSABLE EXPENSES

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

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

The following project related expenses are reimbursed at cost:

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



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

EXHIBIT B

Task No.		3J Consulting, Inc.												3J Consulting, Inc. Totals							
		Principal/Dist/Chief		Sr. Project Manager		Project Manager I		Civil Engineer I		Civil Designer II		Admin. Staff		Hours	Fee	Expenses	Fee Type	Scope + Reimb.	Contingency	Total Budget	
		Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee								
		\$216.00		\$198.00		\$174.00		\$138.00		\$122.00		\$96.00									
1.0	Management and Administration	0.00	\$0.00	48.00	\$9,504.00	\$0.00	0.00	\$0.00	0.00	\$0.00	6.00	\$576.00	54.00	\$10,080.00	\$0.00		\$10,080.00		\$10,080.00		
	Sub-Total Management and Administration	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	54.00	\$10,080.00	\$0.00		\$10,080.00	\$0.00	\$10,080.00	
2.0	Public Involvement	0.00	\$0.00	8.00	\$1,584.00	0.00	\$0.00	24.00	\$3,312.00	0.00	\$0.00	0.00	\$0.00	32.00	\$4,896.00	\$500.00		\$5,396.00		\$5,396.00	
	Sub-Total Public Involvement	0.00	\$0.00	8.00	\$1,584.00	0.00	\$0.00	24.00	\$3,312.00	0.00	\$0.00	0.00	\$0.00	32.00	\$4,896.00	\$500.00		\$5,396.00	\$0.00	\$5,396.00	
3.0	Design Manual Update	0.00	\$0.00	4.00	\$792.00	20.00	\$3,480.00	116.00	\$16,008.00	80.00	\$9,760.00	0.00	\$0.00	200.00	\$26,560.00	\$500.00		\$27,060.00		\$27,060.00	
	Sub-Total Design Manual Update	0.00	\$0.00	4.00	\$792.00	20.00	\$3,480.00	116.00	\$16,008.00	80.00	\$9,760.00	0.00	\$0.00	200.00	\$26,560.00	\$500.00		\$27,060.00	\$0.00	\$27,060.00	
Original Contract Total		0.00	\$0.00	60.00	\$11,880.00	\$20.00	\$3,480.00	140.00	\$19,320.00	\$80.00	\$9,760.00	6.00	\$576.00	286.00	\$41,536.00	\$1,000.00		\$42,536.00	\$0.00	\$42,536.00	
Contract Grand Totals																					\$42,536.00
																		Total Scope Fee	\$41,536.00		
																		Total T&M Budget	\$0.00		
																		Total Reimbursables	\$1,000.00		
																		Total Project Fee	\$42,536.00		

ATTACHMENT A

Maximum Salary Rate Schedule

Civil Engineering Staff	NTE Rate
Principal/Director	\$216.00
Chief Engineering Manager	\$216.00
Senior Project Manager	\$198.00
Project Manager II	\$186.00
Project Manager I	\$174.00
Senior Civil Engineering Manager	\$184.00
Civil Engineering Manager II	\$170.00
Civil Engineering Manager I	\$154.00
Senior Civil Engineer	\$158.00
Civil Engineer II	\$148.00
Civil Engineer I	\$138.00
Senior Civil Designer	\$134.00
Civil Designer II	\$122.00
Civil Designer I	\$114.00
Senior Civil Technician	\$122.00
Civil Technician II	\$110.00
Civil Technician I	\$96.00
Engineering Intern	\$78.00
Inspection/Specialist Services	
Senior Inspector/Specialist	\$158.00
Inspector/Specialist II	\$136.00
Inspector/Specialist I	\$124.00
Community Planning	
Principal/Director	\$194.00
Senior Planning Project Manager	\$194.00
Planning Project Manager	\$174.00
Senior Urban Designer II	\$154.00
Senior Urban Designer I	\$138.00
Urban Designer II	\$122.00
Urban Designer I	\$110.00
Senior Planner II	\$154.00
Senior Planner I	\$138.00
Planner II	\$122.00
Planner I	\$110.00
Planning Assistant	\$94.00
Administration	
Administrative Project Specialist	\$116.00
Administrative Staff	\$96.00



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

Meeting Date: September 12, 2022

SUBJECT: Professional Services Contract Amendment #1 for Gig Harbor Sports Complex Phase 1B

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

DEPARTMENT: Public Works/Engineering

PHONE: 253-853-7620

SUGGESTED MOTION: Approve and authorize the Mayor to execute a "No Cost" Professional Services Contract Amendment #1 with BCRA

BACKGROUND INFORMATION:

The original Professional Services Contract with BCRA had BCRA's in-house structural engineer completing all of the structural design tasks. BCRA no longer has an in-house structural engineer and therefore has requested to bring on a sub-consultant, PCS Structural Solutions to complete the work. Overall structural tasks will not change as a result of this amendment.

FISCAL CONSIDERATION: This is a no cost amendment to document the transfer of fees and structural engineering scope from the original BCRA structural engineer to PCS Structural Solutions as identified in Exhibit A and attached to this Amendment. The original agreed upon funds as identified in the original Professional Services Contract of \$599,451.00 remains unchanged.

Expenditure Required: \$ 0	Amount Budgeted: \$1,000,000	Appropriation Required: \$ 0
-------------------------------	---------------------------------	---------------------------------

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: N/A

ATTACHMENTS: Professional Services Contract Amendment #1 including Scope and Fee

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

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
BCRA, INC.**

THIS FIRST AMENDMENT is made to that certain Professional Services Contract dated March 29, 2022 (the "Agreement"), by and between the City of Gig Harbor, a Washington municipal corporation (hereafter the "City"), and BCRA, Inc, a Washington corporation organized under the laws of the State of Washington (hereafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in completing the design of the Gig Harbor Sports Complex Phase 1B Project and desires to modify consultation services in connection with the project; and

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

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

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

2. Payment. This is a no cost amendment to document the transfer of fees and structural engineering scope from the original BCRA structural engineer to PCS Structural Solutions as identified in Exhibit A and attached to this Amendment and incorporated herein. The original agreed upon funds as identified in Section 2(A) of the Agreement remain the same

3. Duration of Work. Section 3 of the Agreement remains unchanged.

[Remainder of page intentionally left blank]

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

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

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its Principal

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

August 10, 2022

Aaron Hulst
City of Gig Harbor
3510 Grandview St
Gig Harbor, WA 98335

Sent VIA Email: ahulst@gigharborwa.gov

RE: Gig Harbor Sports Complex – Phase 1B
AMENDMENT No. 1
BCRA Project No. 22003.00.00

Dear Aaron:

BCRA is submitting this no cost change Amendment to document the transfer of fees and structural engineering scope from the original BCRA structural engineer to PCS Structural Solutions. The scope from PCS is attached. The scope shown in the document will not be materially different from the original scope presented by BCRA.

Structural Engineering Fees:

The fees shifting from one structural engineer to the other is as follows:

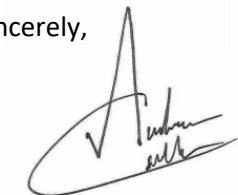
30% Design	\$2,537.50
60% Design	\$16,230.00
90% Design	\$9,755.00
<u>100% Design</u>	<u>\$2,850.00</u>
Total:	\$31,372.50

All fees will be billed on an hourly basis.

Closing

Thank you for your patience and understanding of the adjustments needed to make this project a success. Should you have any questions or concerns, please feel free to contact me.

Sincerely,



Andrew Cirillo, PE
Associate Engineer, BCRA

Approved:

Client Signature

Date

Attachement: PCS Structural Solutions Scope of Services
PCS Structural Solutions qualifications package

Seattle	1011 Western Avenue, Suite 810 Seattle, WA 98104 206.292.5076
Tacoma	1250 Pacific Avenue, Suite 701 Tacoma, WA 98402 253.383.2797
Portland	101 SW Main Street, Suite 280 Portland, OR 97204 503.232.3746
www.pcs-structural.com	

June 28, 2022

BCRA Design
2106 Pacific Avenue, Suite 300
Tacoma, WA 98402

ATTN: Andrew Cirillo

RE: *Gig Harbor Sports Complex Phase 1B – Gig Harbor, Washington*

Dear Andrew:

Thank you for this opportunity to propose our Structural Engineering services for Gig Harbor Sports Complex Phase 1B in Gig Harbor, Washington.

SCOPE OF SERVICES

We will provide all structural design, calculations, and drawings as required toward obtaining the Building Permit for the structural portion of this project. Construction administration can be added as an additional service.

Our scope of services and resulting fees are based on the following:

- A new 720 SF custom designed open-air performance stage will be constructed with steel columns, and wood roof framing. The structure is anticipated to have concrete ramps and stairs.
- A new 1,120 SF restroom and concession building will be constructed with masonry walls and wood or steel framing for the roof.
- There is expected to be two identical 16'x20' picnic shelters. The shelters are anticipated to be pre-engineered structures. We will provide foundation support for the shelter. If the shelters decide to become engineered, we can provide an additional fee for this.
- The existing site has some sloped areas that will require ramps and potentially retaining walls less than 8' tall. We have anticipated 2 areas that may require retaining walls.
- A geotechnical report was not available at the time of the proposal. We are assuming that the structure bears on conventional concrete foundations.
- Site structures such as detention vaults, soldier pile walls, light poles, signs, trellis, benches are not included, but can be added as an additional service if requested.
- We will review the cost estimate and provide structural narrative and input at 30% phase to assist with the pre-application meeting with the city.

BCRA Design
Andrew Cirillo
Gig Harbor Sports Complex Phase 1B – Gig Harbor, Washington

Thank you for this opportunity to be of continued service. If there are any questions regarding this proposal, please feel free to call. We look forward to hearing from you.

Very truly yours,

PCS STRUCTURAL SOLUTIONS



Luke Heath, S.E.
Associate Principal

LAHmap

Seattle	1011 Western Avenue, Suite 810 Seattle, WA 98104 206.292.5076
Tacoma	1250 Pacific Avenue, Suite 701 Tacoma, WA 98402 253.383.2797
Portland	101 SW Main Street, Suite 280 Portland, OR 97204 503.232.3746
www.pcs-structural.com	

HOURLY RATES EFFECTIVE May 1, 2022
(Subject to Change After November 1, 2022)

Associate Principal and Principal	\$185.00
..... to	
.....	\$250.00
Project Manager/Associate Engineer	\$155.00
..... to	
.....	\$195.00
Design Engineer/Project Engineer	\$115.00
..... to	
.....	\$165.00
CAD/BIM Technician	\$100.00
..... to	
.....	\$170.00
Clerical	\$75.00
..... to	
.....	\$120.00

All structural engineering tasks (Task S1) identified in the original contract will now be performed by PCS instead of BCRA.

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

Meeting Date: September 12, 2022

SUBJECT: Professional Services Contract Amendment #2 for Public Works Operations Center.

SUBMITTED BY: Jeff Langhelm, PE, Public Works Director

DEPARTMENT: Public Works

PHONE: 253-853-7630

SUGGESTED MOTION: Approve and Authorize the Mayor to execute a Professional Services Contract Amendment with Lawhead Architects P.S. for the Public Works Operations Center Building Design and Bidding Support.

BACKGROUND INFORMATION: This proposed amendment addresses the expansion of one task from the original 2021 professional services contract with Lawhead Architects for the design and permitting of the Public Works Operations Center Building and three additional tasks not originally provided in the 2021 contract.

The expanded task from the 2021 contract involved Lawhead's incorporation of multiple new documents into the original construction documents. This incorporation would have been otherwise completed by City Staff but due to staffing levels the City requested Lawhead complete this work.

The three new tasks to the 2021 contract include public work bidding assistance (both for the original June 2022 bidding and anticipated fall 2022 bidding) and additional design effort for the removal of the mechanical mezzanine portion of the building in order to reduce overall construction costs. The City would usually include bidding assistance tasks at the time of contract award as part of a construction administration contract however since the original bidding started in June 2022 and we anticipate needing Lawhead's support for bidding in fall 2022, City Staff would like to establish the costs for these tasks now.

FISCAL CONSIDERATION: With this proposed contract amendment, the total 2021 design and permitting budget for the building portion of this project was \$220,000. Lawhead's original contract was \$150,687 and therefore an additional \$69,313 was available to pay for these additional tasks. However, since the City did not award a construction contract in 2022 for the building, the full 2022 budgeted amount is available to pay for the additional \$12,337 in expenditures. See the budget table below.

Budgeted Project Funds (2021 and 2022)	
Public Works Operations Center Building – Final Design and Permitting (2021)	\$220,000
Public Works Operations Center Building – Equipment, Furnishings, and Construction (2022)	\$3,300,000
Total =	\$3,520,000
Anticipated Project Expenditures (2021 and 2022)	
Lawhead Architects Professional Services Contract (2021)	(\$ 150,687)
Lawhead Architects PSC Amendment (2022)	(\$81,650)
Total =	(\$ 232,337)

Expenditure Required: \$81,650	Amount Budgeted: \$3,300,000	Appropriation Required: \$
-----------------------------------	---------------------------------	-------------------------------

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: None.

ATTACHMENTS: Professional Services Contract Amendment with Lawhead Architects P.S. for the Public Works Operations Center Building Design and Bidding Support including Scope and fee.

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

**SECOND AMENDMENT
TO
PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
LAWHEAD ARCHITECTS, P.S.**

THIS FIRST AMENDMENT is made to that certain Professional Services Contract dated February 9, 2021, and on December 21, 2021, (the "Agreement"), by and between the City of Gig Harbor, a Washington municipal corporation (hereafter the "City"), and Lawhead Architects, P.S. a corporation organized under the laws of the State of Washington (hereafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the design of the Public Works Operations Center Phase 2 Building Construction Administration and desires to extend consultation services in connection with the project; and

WHEREAS, section 17 of the Agreement requires the parties to execute an amendment to the Agreement in order to modify the duration of work to be performed by the Consultant;

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

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

2. Payment. Section 2(A) of the Agreement is amended to increase compensation to the Consultant for the work to be performed as described in **Exhibit A** in an amount not to exceed Eighty-One Thousand Six Hundred Fifty Dollars and Seventy-Five Cents (\$ 81,650.75), as shown in **Exhibit B**, attached to this Amendment and incorporated herein.

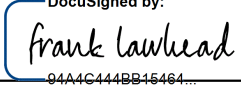
3. Duration of Work. Section 3 of the Agreement is amended to extend the duration of this Agreement to March 31, 2023.

[Remainder of page intentionally left blank.]

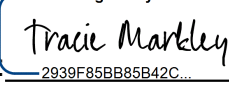
EXCEPT AS EXPRESSLY MODIFIED BY THIS AMENDMENT, ALL TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

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

CONSULTANT

By:  _____
Its Principal

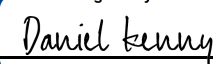
CITY OF GIG HARBOR

By:  _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

 _____
City Attorney

City of Gig Harbor
Public Works Facilities Expansion – Phase 2 A&E Proposal
August 31, 2022

City of Gig Harbor Public Works Operations Center Phase 2: New Operations Center Building

SCOPE OF WORK

The following tasks will provide the CITY with additional construction documents services, bidding assistance for two (2) bid periods, and design services for removing the interior mechanical mezzanine for the Phase 2: New Operations Center Building.

Task 1 Construction Documents (Additional Services)

The additional services and the associated sum reflect our effort to keep the project on-track and represent the necessary effort to complete coordination of the construction documents. The following is a detailed summary of four (4) additional service categories we have identified (A-D) and the associated tasks and deliverables involved.

A. Incorporating City of Gig Harbor Division 01 Specifications

Our original contract included allowances for City of Gig Harbor to provide Division 00 specifications sections and for Lawhead Architects P.S. to provide the remaining (including Division 01). On December 9, 2021, the City expressed the desire to use a sample of the City's Division 01 as the basis and to incorporate additional Division 01 as deemed necessary. This required providing additional review and recommendations of the City Division 01 sections as well as additional time coordinating the project's Division 01 sections to sync with the City provided sections.

Deliverables:

- Review City provided Division 01 sections along with Lawhead Division 01 sections
- Provide redline comments and recommended additions to sections for City feedback
- Coordinate Lawhead recommended Division 01 sections to supplement City sections
- Review City feedback and revise/update Division 01 sections

B. Coordinate new Fiber and Power conduits

In an October 10, 2021 meeting to discuss the project's low voltage electrical systems, the City asked Lawhead Architects P.S. to add new four (4) new conduits into the Phase 2 documents. Two (2) conduits for fiber extend to the existing property northern property line and (2) two conduits extend to the future Decant Facility location.

Deliverables:

- Coordinate new conduit locations with City. Markup plans per feedback, revise per City review comments.
- Coordinate conduits with Electrical Engineer.
- Coordinate cutting and patching of asphalt with Civil Engineer.
- Add new conduits and language to Architectural Site Plans.
- Add language in project specifications for new conduit scope of work.

C. Coordinate with City preferred vendors

In an October 10, 2021 meeting to discuss the project's low voltage electrical systems, the City asked the Lawhead Architects P.S. team to reach out and

City of Gig Harbor
Public Works Facilities Expansion – Phase 2 A&E Proposal
August 31, 2022

coordinate directly with the City preferred vendors for the low voltage systems including SCADA system, Fire Alarm System, Access Controls, Intrusion Alarm, and Gate Controls. This additional level of coordination was not included in the original scope. Our team reached out to the specific vendors to set up meetings, facilitate information exchange to assist with the coordination of information and systems into the Construction Documents.

Deliverables:

- Set up and attended meetings with TSI (Telemetry), SSN (CCTV & Access Controls), Guardian Security (Intrusion Alarm, Fire Alarm).
- Coordinated low voltage system information on drawings and specifications based on e-mails/phone call correspondence with vendors for the systems.
- Added/coordinated intercom at entry gate

D. Phase 1 Entry Gate type change

In Phase 1, a motorized swinging gate was specified for the entry off of Skansie Avenue. In Phase 2, Public Works asked to change the gate type to a cantilever type gate. As a result the existing gate location was moved to the west to accommodate a cantilever gate and new gate details and specifications were developed.

Deliverables:

- Change gate type and location from Phase 1 drawings. Review/coordinate desired location with City.
- Develop new cantilever gate and operator specifications.
- Coordinate with gate operator manufacturer for cantilever gate operator types and specifications.
- Coordinate gate/gate operator change/revisions with Civil and Electrical Engineering consultants.

Meetings:

- ARCHITECT and CITY held multiple coordination meetings for each of the additional task/category items identified.

Assumptions:

- Design of electrical service, telemetry, or SCADA required to be provided by CITY preferred vendors.

City Responsibilities:

- CITY to procure preferred vendors for low voltage systems.

Task 2 Bid Period Assistance 01

ARCHITECT assisted the CITY with an initial Bid Period. Bid Period was extended two (2) additional weeks to a total of five (5) weeks.

Deliverables:

- Answered/coordinated applicable Design Team related Bidding questions.
- Reviewed substitution requests.
- Prepared applicable Addenda
- Provided additional assistance for the CITY with the online portal documentation/management process due to the CITY computers being down.

City of Gig Harbor
Public Works Facilities Expansion – Phase 2 A&E Proposal
August 31, 2022

- Provided coordination and revisions for additional changes/revisions to the lift station/grinder pump made by the manufacturer during the Bidding Period.
- Initial Bid Period was three (3) weeks, CITY added two (2) weeks via an Addendum, provided additional two (2) weeks of Bid Period assistance.

Meetings:

- Attended Bid Opening.

Assumptions:

- Bidding Period was initially for three (3) weeks, extended it an additional two (2) Weeks to a total of five (5) weeks.

City Responsibilities:

- CITY will be point of contact for questions during Bidding period.

Task 3 Bid Period Assistance 02

ARCHITECT will incorporate all changes that occurred in Bid Period 01 and create new Construction Documents along with a new Cost Estimate to assist the CITY during the Bid Period 02.

Deliverables:

- Coordinate all changes from Bid Period 01 into a new document set for Bid Period 02.
- Provide a new Cost Estimate.
- Answer/coordinate applicable Design Team related Bidding questions.
- Reviewed substitution requests.
- Prepared applicable Addenda

Meetings:

- Attend Bid Opening.

Assumptions:

- Bidding Period will be for six (6) weeks.

City Responsibilities:

- CITY to manage the online public bid portal documentation/management process.
- CITY will be point of contact for questions during Bidding period.

Task 4 Design for Removing Mechanical Mezzanine

The ARCHITECT shall provide Construction Document services for re-design effort to remove the existing mechanical mezzanine.

Deliverables:

- The ARCHITECT and consultant team (Structural, Mechanical, Electrical) will revise/update the existing construction documents to reflect removing the mechanical mezzanine.
- A Cost Estimate for the construction cost savings of removing the mechanical mezzanine will be provided.
- Update Drawings and Structural Calculations will be provided for review and approval from the CITY.

City of Gig Harbor
Public Works Facilities Expansion – Phase 2 A&E Proposal
August 31, 2022

Meetings:

- No meetings with CITY are anticipated.

Assumptions:

- No exterior building design modifications will be required.
- The intent is to remove the mezzanine from the structure and only adjust the structure as necessary to keep the building code compliant structurally. The building structure is not being redesigned and optimized to account for the mezzanine being removed.
- The roof framing will be revised as needed to support the roof without the mezzanine
- The re-design will be permitted under the 2018 IBC.
- Design changes not directly related to the removal of the mezzanine or relocation of MEP equipment are considered outside the scope.
- Permit submissions will be made to the jurisdiction by others, and any required permit fees will be paid by others.

City Responsibilities:

- CITY submit and pay for permit review.

SCHEDULE

Task 1 & 2 have been completed prior to the second Project Bidding Period. The estimated project schedule for Tasks 3 & 4 based on discussions with the CITY:

Sept 2022 – Oct 2022	Mezzanine Re-Design/Permit
Oct 2022 – Nov 2022.....	Project Bid Period 02
Dec 2022	Bid Awarded / Construction Begins

FEE PROPOSAL SUMMARY

The cost of work for services described below shall be on an hourly service basis. Further breakdown of costs is provided in Attachment A – Fee Proposal.

1. Construction Documents (Add Services)...	\$ 12,820.00
2. Bidding Period 01 Assistance.....	\$ 18,380.00
3. Bidding Period 02 Assistance.....	\$ 33,593.00
4. Mechanical Mezzanine Removal Design....	\$ 16,857.75

Total Fee..... \$ 81,650.75

Hourly Rate Schedules are attached for reference.

ADDITIONAL SERVICES

Any additional work will be reimbursed on an hourly basis at rates specified in the Consultant Hourly Rates Summaries.

City of Gig Harbor
Public Works Facilities Expansion – Phase 2 A&E Proposal
August 31, 2022

ATTACHMENT A: FEE PROPOSAL

	Amount
TASK 1 - CONSTRUCTION DOCUMENTS	
Principal Architect	\$1,820.00
Senior Project Manager	\$7,800.00
Project Designer I	\$3,200.00
TOTAL Task 1	\$12,820.00
TASK 2 - BIDDING PERIOD 01	
Principal Architect	\$3,220.00
Senior Project Manager	\$11,960.00
Project Designer I	\$3,200.00
TOTAL Task 2	\$18,380.00
TASK 3 - BIDDING PERIOD 02	
Principal Architect	\$1,120.00
Senior Project Manager	\$9,880.00
Project Designer I	\$3,000.00
Subtotal Task 3 ARCHITECT	\$14,000.00
Civil Engineering	\$8,000.00
Structural Engineering	\$2,000.00
Mechanical Engineering	\$2,440.00
Electrical Engineering	\$2,440.00
Cost Estimator	\$2,280.00
Landscape Architect	\$1,500.00
Subtotal Task 3 SUBCONSULTANTS	\$18,660.00
5% Markup	\$933.00
TOTAL Task 3	\$33,593.00
TASK 4 - MECH MEZZANINE REMOVE/DESIGN	
Principal Architect	\$560.00
Senior Project Manager	\$2,080.00
Project Designer I	\$2,400.00
Subtotal Task 4 ARCHITECT	\$5,040.00
Structural Engineering	\$6,000.00
Mechanical Engineering	\$2,470.00
Electrical Engineering	\$2,785.00
Subtotal Task 4 SUBCONSULTANTS	\$11,255.00
5% Markup	\$562.75
TOTAL Task 4 SUBCONSULTANTS	\$16,857.75
GRAND TOTAL Fee Proposal	\$81,650.75

ATTACHMENT B – HOURLY RATES

**LAWHEAD
ARCHITECTS
P.S.**

FEE SCHEDULE

	Billing Rate	Categories/ Classification
Level I	\$140/HR	Principal
Level II	\$130/HR	Sr. Project Manager
Level III	\$120/HR \$110/HR	Project Manager Project Architect
Level IV	\$100/HR	Staff Architect I Project Designer I
Level V	\$90/HR	Staff Architect II Project Designer II
Level VI	\$85/HR	CADD I
Level VII	\$80/HR	CADD II
Level VIII	\$85/HR	Administration I

IN-HOUSE SERVICES

Copies	\$0.10/ea.	8 1/2" x 11"
Copies	\$0.25/ea.	11" x 17"
Plotting	\$3.00/sf presentation color \$2.50/sf B/W vellum \$2.00/sf B/W bond	
Blueprints	\$1.00/ea.	24"x 36"
Fax	\$.10/sheet	
Mileage	\$.56/miles	(per current IRS schedule)

SERVICES

All printing, cad plotting, copying, misc. and sub-consultant services are billed with a markup of 10% of the direct expense incurred by Lawhead Architects, P.S.



***FEE SCHEDULE FOR
PROFESSIONAL CIVIL ENGINEERING
SERVICES***

Personnel Charges:

Charges for employees are determined by the hourly rate included in the rate ranges listed below:

Principal	\$200/Hour - \$235/Hour
Associate	\$135/Hour - \$325/Hour
Technical Specialist	\$175/Hour - \$225/Hour
Senior Engineer	\$135/Hour - \$250/Hour
Professional Engineer	\$100/Hour - \$175/Hour
Design Engineer	\$ 90/Hour - \$135/Hour
Project Coordinator	\$ 80/Hour - \$130/Hour
Drafter	\$ 70/Hour - \$170/Hour
Administration	\$ 60/Hour - \$ 85/Hour

Effective July 1, 2019



FEE SCHEDULE
STRUCTURAL ENGINEERING SERVICES

Charges for employees are determined by labor category and their respective hourly rates listed below:

<u>Labor Category</u>	<u>Rate</u>
Principal	\$225/Hour
Technical Director	\$210/Hour
Associate	\$185/Hour
Project Engineer	\$150/Hour
Design Engineer	\$125/Hour
BIM Modeler/Drafter	\$135/Hour
Project Coordinator	\$110/Hour
Administration	\$85/Hour

Rates are subject to adjustment in January 2021



HOURLY BILLING RATES

Principal	\$ 200.00
Associate Principal	\$ 175.00
Senior Engineer	\$ 150.00
Senior Project Manager	\$ 145.00
Project Engineer	\$ 135.00
Project Manager	\$ 125.00
Senior Designer	\$ 110.00
Project Designer	\$ 95.00
CAD Technician	\$ 85.00
Clerical	\$ 55.00

REIMBURSABLE RATES

Printing Drawings (Bond, B&W)	0.40 \$/SF
Printing 11 x 17 (Bond, B&W)	0.35 \$/Page
Printing 8.5 x 11 (Bond, B&W)	0.25 \$/Page
Mileage	0.56 \$/mile
Delivery/Courier	At cost, plus 10%
Outsourced & Other Expenses	At cost plus 10%

ATTACHMENT C – SUBCONSULTANT PROPOSAL LETTERS



August 18, 2021

Lawhead Architects
12342 Northup Way
Bellevue, WA 98005

Attention: Derek Michel

Subject: **Gig Harbor Public Works Facility – Rebid**
Engineering Services Proposal

Dear Derek:

Thank you for this opportunity to submit our proposal to furnish added mechanical and electrical engineering services for this project.

This proposal is for revisions to the documents to allow for re-bidding.

Fee Proposal A

Incorporate all addenda items into the contract documents, revised dates and other information for re-bidding. Provide bid assistance (respond to bidder questions, review substitution requests, issue any addenda for our scope). Proposed fee:

Mechanical	\$ 2,440
Electrical	<u>\$ 2,440</u>
Total	\$ 4,880

Fee Proposal B

Revise documents to delete the mezzanine. Work includes new transformer type/location, and revised duct routing.

Mechanical	\$ 2,470
Electrical	<u>\$ 2,785</u>
Total	\$ 5,255

We propose to provide this work on an hourly charge basis, see the attached for our expected tasks and hours.

We appreciate this opportunity to work with you.

1111 Fawcett Avenue, Suite 100 • Tacoma, Washington 98402
T 253.383.3257 • F 253.383.3283 • general@hultzbhu.com

August 18, 2022
Lawhead Architects
Gig Harbor Public Works Facility - Rebid
Engineering Services Proposal
Page 2

Sincerely,
Hultz | BHU Engineers Inc.

A handwritten signature in dark ink, appearing to read 'Hultz', followed by a checkmark-like flourish.

Rick Hultz, PE
Principal

Attached: Engineering Hours, 8-18-22, 2 pages

1601 Fifth Avenue, Suite 1600 Seattle, WA 98101 206.622.5822 kpff.com



August 25, 2022

Frank Lawhead
Lawhead Architects
1239 120th Ave NE, Suite D
Bellevue, WA 98005

Subject: Gig Harbor Public Works
Additional Service Structural Fee Proposal

Dear Frank:

Per your request, we are submitting this fee proposal for the re-design of the new Gig Harbor Public Works building. The current design is for a single-story structure, roughly 5,500 square feet, with a roughly 1,200 square foot mezzanine. The proposed re-design calls for removal of the mezzanine, with no other significant structural changes. This proposal is based on information provided to us by Lawhead on 8/2/2022 and 8/17/2022. We have assumed that this scope will be an add on to our existing contract with you for the project.

SCOPE

We will provide revised structural drawings and calculations for the permitting and construction. This will include assistance during the bidding process.

ASSUMPTIONS

- The current bearing and shear walls supporting the roof will not change plan locations or length.
- The intent is to remove the mezzanine from the structure and only adjust the structure as necessary to keep the building code compliant structurally. The building structure is not being redesigned and optimized to account for the mezzanine being removed.
- The roof framing will be revised as needed to support the roof without the mezzanine.
- To accommodate MEP equipment, a small mezzanine will be added above the Level 1 electrical room. This small mezzanine will be supported by wood framing, shear/bearing walls, and strip footings. As an alternative, the MEP equipment may be moved to the low roof. In that case, the roof framing will locally be revised to support the equipment.
- The re-design will be permitted under the 2018 IBC.
- Design changes not directly related to the removal of the mezzanine or relocation of MEP equipment are considered outside the scope of this additional service.
- Permit submissions will be made to the jurisdiction by others, and any required permit fees will be paid by others.

Frank Lawhead
August 25, 2022
Page 2

- Drawings will be produced using Revit on the KPFF title block. The purpose of the model will be to produce our drawings and for general coordination during design, and content will be as required to develop our drawings. Other uses for the Revit model can be discussed as additional scope.

FEE

We would propose to provide the above-described scope of services on a lump sum basis, with the following breakdown of fees:

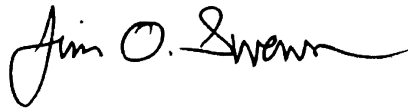
Bidding Assistance	\$2,000
<u>Mezzanine Removal</u>	<u>\$6,000</u>
Total	<u>\$8,000</u>

If you have any questions about this proposal, please do not hesitate to contact me at (206) 622-5822.

Signed,



Mark S. Jones, PE
Project Engineer



Jim O. Swenson, PE, SE
Associate

Enclosure

10042000589

Bill Acker Consulting Services

Information Generated from Practical Experience in the Current Market Place

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

August 8, 2022

Lawhead Architects, PS
1239 120th Avenue NE
Suite D
Bellevue, WA 98005

Dear Derek Michel:

My proposed fee to provide an updated estimate and review on a New Operations Building at the Gig Harbor Public Works Facility that reflects the current construction market and provides a Deductive Alternate to delete a mezzanine platform is as follows:

16 hours x \$130 per hour = \$2,080
Allowance to print hard copies of updated plans: \$200

This may be considered as an hourly not-to-exceed fee, where the invoice could come in less depending on how smooth things go but would not exceed \$2,280 with plan reproduction costs included.

I look forward to working with you again.

Sincerely,



Bill Acker

Bill Acker Consulting Services



eccosDesign LLC

August 26, 2022

Frank Lawhead
Lawhead Architects, P.S.
12342 Northup Way
Bellevue, WA 98005

Re: Gig Harbor PW – Phase 2

Dear Mr. Lawheadl,

Once again thank you for the opportunity to be involved with this project. We are committed to providing you with a product you are satisfied with. Of course, if I may provide you with any additional information at any time, please do not hesitate to contact me.

Looking forward to getting this one done!

Sincerely,

A handwritten signature in blue ink, appearing to read "P. Dylan", with a stylized flourish at the end.

Patrik Dylan

505 South First Street
Suite B (off the alley)
Mount Vernon, WA 98273

360.419.7400 – phone
800.508.2017 – toll free fax

www.eccosdesign.com



PROPOSAL

Project understanding and scope of work

The client is building the second phase of this project in Gig Harbor WA. In support of this project Eccos Design LLC (ED) is proposing to provide services related to revising the bid set landscape and irrigation drawings. In addition, bidding assistance and construction observation is included.

The scope will be delivered in 2 Tasks: Final landscape, irrigation Addenda conformed set with Bidding and CA support

1. Addenda Conformed set and Bidding Assistance

- A. ED will update the background CAD files prepared by other consultants so the landscape and irrigation will be fully coordinated

Deliverables;

- A. Coordination with Clients architect and civil engineer and project representative
 - ongoing phone and e-mail coordination
- B. Drawing Set Update
 - Update of CAD background files prepared by others
 - Update to landscape and irrigation based on revised background
 - Both Electronic (PDF) and hard copy (3 copies) will be made available.
- C. Bidding Assistance
 - Answering questions posed by prospective bidders.
 - Preparation of up to 2 addenda to the contract documents prior to receipt of bids.

2. Construction Administration (on call as needed)

- A. Construction Administration
 - Pre-Con Meeting and notes
 - Site Visit 1 – Review sub-grade and plant material prior to installation with selected contractor. Meeting notes
 - Site Visit 2 – Review installs of plant material and observe irrigation coverage test with contractor. Generate punchlist. Meeting notes
 - Site Visit 3 – confirm punchlist (optional)
 - Review Submittals
 - Answer RFT's/Issue Field Order/Change Order Review/Pay App Review Support to Lead

**Fee Estimate:**

Task 1 - Addenda Conformed Set and Bidding Assistance	\$1,500
Task 2 - Construction Admin (on call as needed, budget includes travel)	\$3,500

General Assumptions for all tasks:

- Base plan changes received from architect or civil to not exceed 1 revision
- Lighting, parking layout, site details including walls and fences by others
- Level of detail provided will be enough for an experienced contractor to construct.
- Design coordination limited to phone and e-mail
- 3 sets of prints and/or PDF's are included
- As Built drawings are not included
- Site survey will be provided



Excluded Services

- A. Eccos Design LLC is not responsible for locating lot lines; subsurface conditions; soil issues (including soil content, level of compaction, structural issues); drainage; utilities' location including septic system; signage; security lighting; insurance requirements; bidding requirements; project budget; maintenance after completion.

Rights to Design and Drawings

Eccos Design LLC shall retain all rights to the design and drawings, which are produced in connection with this project. They are to be used only with respect to this project and are not to be used on any other project.

A Note on Fee Ranges:

Every available opportunity is made to communicate with client the fee structure and range, but this guide is only the broadest generalization. Depending on client desires and site-specific constraints, fee range is just as often less as it is more than indicated here. Other factors not included, which may increase costs include preparation of base map/survey work, Computer modeling, extensive color graphics and renderings, or particularly complex projects. The best basis for estimating costs is continuous consultation with the project Landscape Architect.

Retainage:

A No retainer is required for this project.

Compensation and Payments

A. Client agrees to pay Landscape Architect as follows:

1. Basic Services: Hourly Rate of \$120.00 not to exceed negotiated amount shown above, including retainer.
2. Additional Services: Hourly rate not to exceed negotiated amount.

B. Reimbursable Expenses are subject to a multiple of 1.1 and include, but are not limited to, reproduction, postage, and handling of documents; long distance and facsimile charges; authorized travel; and Client requested 3rd party renderings and models. Mileage is reimbursed at standard federal rate for travel outside of Skagit County.

C. Landscape Architect shall bill Client for Basic and Additional Services and Reimbursable Expenses once a month. All payments are due Landscape Architect upon receipt of invoice. A service charge of 1.5% per month will be charged on all amounts due more than 30 days after the date of invoice.

Miscellaneous Provisions

- A. Client agrees to indemnify, defend and hold Eccos Design LLC harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred on appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injury or death, or economic losses, arising out of the Project and/or the performance or non-performance of obligations under this Agreement, except to the extent such damages or losses are found by a court or forum of competent jurisdiction to be caused by Eccos Design's negligent errors or omissions.
- ~~B. Client understands and acknowledges that the design and construction process for this Project poses certain risks to both Eccos Design LLC and Client. Client further understands and acknowledges that the amount of risk that Eccos Design LLC can accept is tied, in part, to the amount of compensation received for services rendered. The fee for the services offered is based on Client's agreement to limit the liability of Eccos Design LLC as described below. Client further acknowledges that were it not for this promise to limit the liability of Eccos Design LLC, compensation would need to increase to address the risks posed by this Project.~~



~~C. Client, therefore, voluntarily agrees that, to the fullest extent permitted by law, the total liability of Eccos Design LLC to Client for any and all injuries, claims, liabilities, losses, costs, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, negligence, errors, omissions or breach of contract, shall not exceed 100 percent of the total compensation received by Eccos Design under this Agreement. This limitation of liability shall apply to Client's direct claims and Client's claims arising from third parties.~~

D. Eccos Design LLC agrees to provide its professional services in accordance with generally accepted standards of its profession. Eccos Design agrees to put forth reasonable efforts to comply with codes, laws, and regulations in effect as of the date of this agreement.

Eccos Design LLC

Company

A handwritten signature in blue ink, appearing to read "Patrik Dylan".

Signature

Patrik Dylan

August 26, 2022

Printed Name

Date

Address

Phone

Fax

Date



August 24, 2022

Mr. Derek Michel
Lawhead Architects
12342 Northup Way
Bellevue, WA 98005

Subject: Gig Harbor Public Works Operations Building Phase 2 – Rebidding Process
Civil Engineering Services

Dear Derek:

We are pleased to submit this proposal to provide civil engineering design services for the Gig Harbor Public Works Operations Building, Phase 2 Rebidding Process. Phase 2 will construct the Operations Building and complete utility and site work surrounding the building. We have previously provided Phase 2 design services which have been permitted. Phase 2 Civil design work is complete and has been permitted.

SCOPE OF WORK

The Phase 2 documents have previously been designed and permitted. The following additional services and scope will be provided as part of the Contractor Rebidding process over a six (6) week duration. We anticipate the following effort:

- Incorporate project addenda items from the previous bid period into the permitted drawings for the new rebid process for contractor pricing.
- Attend bidding video or phone meetings with the architect and the City of Gig Harbor (2 total).
- Provide Bid support to the City and Architect during the contractor bidding.
- Answer questions from the contractors related to the civil design during the bid process.

Mr. Derek Michel
August 24, 2022
Page 2

SCHEDULE

- Permitted Phase 2 design will go out to bid October/November 2022.
- Contractor Bid period will be a six (6) week duration using the previously permitted documents and addenda.
- Construction will commence in the Spring of 2023 and be complete that same year.

ASSUMPTIONS

- No additional design or permitting is included in this proposal.
- Revisions due to additional jurisdictional reviews, based on new issues, tenant revisions, schedule changes, or work scope not listed above is outside the scope of this proposal.

Mr. Derek Michel
August 24, 2022
Page 3

FEES

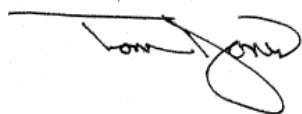
We propose to provide the above services on an hourly basis for an estimated maximum fee of \$ 8,000 in accordance with the enclosed Terms and Conditions, which are made part of this proposal:

Reimbursable expenses will be invoiced at our cost. For projects in Gig Harbor, these typically include courier charges and reproduction costs.

If this proposal meets with your approval, please sign below and return a copy for our file.

We appreciate the opportunity to be part of the project team and look forward to a successful and rewarding project. If you have any questions regarding this letter, please call me at (206) 622-5822.

Sincerely,



Tom Jones
Associate / PM

WTJ:als
Enclosure
65400

Approved: _____ Date: _____

Lawhead Architects



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

Meeting Date: September 12, 2022

SUBJECT: Ordinance 1497 Renewing the Moratorium on Acceptance of New Lodging, Level 1 Applications.

SUBMITTED BY: Carl de Simas, Principal Planner

DEPARTMENT: Community Development

PHONE: 253-851-6170

SUGGESTED MOTION: Move to approve Ordinance 1497 (adoption requires the affirmative vote of a majority plus one of the whole membership of the Council).

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

The issue stems from the City Council's concerns regarding the rise in short term rental activity within the City and the community's awareness that the use has been established without proper permitting in most cases. The City does not currently have a definition for short term rentals, nor zoning regulations pertaining to them directly. In answer to their rise in popularity, the Community Development Department has included them under the definition and land use designation of 'Lodging, level 1.' However, this land-use category does not adequately address short-term rentals:

GHMC 17.04.444 Lodging, level 1.

"Lodging, level 1" means a single-family residence which provides overnight lodging for guests, and may provide meals for overnight guests, not to exceed five guest rooms.

A short-term rental, or short-term vacation rental, is typically a dwelling unit, whereby the owner/operator does not reside on the premises, rather they rent the property, on the whole, for a period not to exceed 30-days. Note the following definition provided under Chapter 64.37 RCW:

(9)(a) "Short-term rental" means a lodging use, that is not a hotel or motel or bed and breakfast, in which a dwelling unit, or portion thereof, that is offered or provided to a guest by a short-term rental operator for a fee for fewer than thirty consecutive nights.

(b) "Short-term rental" does not include any of the following:

(i) A dwelling unit that is occupied by the owner for at least six months during the calendar year and in which fewer than three rooms are rented at any time;

(ii) A dwelling unit, or portion thereof, that is used by the same person for thirty or more consecutive nights; or

(iii) A dwelling unit, or portion thereof, that is operated by an organization or government entity that is registered as a charitable organization with the secretary of state, state of Washington, or is classified by the federal internal revenue service as a public charity or a private foundation and provides temporary housing to individuals who are being treated for trauma, injury, or disease, or their family members.

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

The Planning Commission considered the issue at several meetings between January and August 2022. During that time they received many written and testimonial comments from the public, including two public hearings. A city web page has been developed and maintained which reflects their efforts:

<https://www.cityofgigharbor.net/749/Short-term-Rental-Moratorium>

Over the past month, staff has drafted an ordinance that includes aspects of the Planning Commission's work, public input, and staff research. It was drafted with the City Attorney's oversight to ensure the regulations are consistent with any applicable state and federal laws. During the course of drafting this legislation, we learned of a decision that has just recently come out of the 5th Circuit of Appeals. While a decision from that circuit is not binding upon jurisdictions in Washington, there were some similarities with our draft regulations. Due to this, the City Attorney and staff feel it would be prudent to analyze that decision, and any other recent cases, to determine if the current draft of our regulations need any changes.

The current moratorium on the acceptance of Lodging, level 1 applications expires on September 28, 2022. Staff recommends City Council extend this moratorium for the maximum 6-months to allow staff time to conduct the aforementioned analysis. It is not expected that the analysis will take the full 6-months and in the event that it doesn't, staff will prepare an ordinance relating to short-term rental regulations and bring it before Council for a public hearing as soon as possible.

Ordinance 1497 provides findings of fact related to the renewal of the moratorium on acceptance of Lodging, Level 1, and thereby short-term rental, applications and allows staff the additional time necessary to study the matter and put forth a recommendation with regard to appropriately regulating the use.

Staff recommends the City Council conduct the public hearing, consider public input, adopt Ordinance 1497, and direct staff to continue its study and work towards a recommendation for the regulation of Short-term Rentals. To this end, if Council adopts Ordinance 1497, Staff recommends the following work program schedule:

- City Staff: Legal Analysis, September/October 2022

- City Staff: Draft Ordinance, October/November 2022 (pending outcome of legal analysis)
- City Council: Study Session, November/December 2022
- City Council: 1st Reading, January 2023
- City Council: 2nd Reading, January 2023

FISCAL CONSIDERATION: None

Expenditure Required: \$0.00	Amount Budgeted: \$0.00	Appropriation Required: \$0.00
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BOARD/COMMISSION/COMMITTEE RECOMMENDATION: The Planning and Building Committee recommended a moratorium on the acceptance of new applications for Lodging, level 1 uses until the full extent of the issue is understood and the City has determined whether new zoning regulations are needed to mitigate for impacts created by such a use.

ATTACHMENTS:

1. Ordinance 1497
2. Ordinance 1484
3. Ordinance 1467

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

ORDINANCE 1497

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RENEWING THE MORATORIUM ON ACCEPTANCE OF LODGING LEVEL 1 APPLICATIONS ESTABLISHED BY ORDINANCE 1467 AND EXTENDED BY ORDINANCE 1484 BY 6 MONTHS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, under the authority of RCW 35.A.63.220 and RCW 36.70A.390, the City may impose interim regulations to be effective for a period of up to six months, and for six-month intervals thereafter; and

WHEREAS, in 2006, the City of Gig Harbor City Council passed Ordinance No. 1046, redefining the definitions for the following lodging uses: boardinghouse, bed and breakfast, hotel/motel and motel/hotel, into lodging levels 1, 2 and 3 categories, with lodging level 1 being the least intense, and added definitions for these categories; and

WHEREAS, short term vacation rentals have become a popular form of lodging in recent years creating increased demand for the use within traditionally single-family neighborhoods; and

WHEREAS, the City's zoning code doesn't directly address short term rentals as a land use, nor provide for any direct regulations; and

WHEREAS, the City of Gig Harbor Community Development Department has found short term vacation rentals to be most consistent with the definition for Lodging, level 1, GHMC 17.04.444; and

WHEREAS, the zoning code allows for Lodging, level 1 as a conditional use in the following zones: R-1, R-2, B-2, C-1, WR, WM, WC; and

WHEREAS, the zoning code allows for Lodging, level 1 as a permitted use in the following zones: R-3, RB-1, RB-2, DB, B-1; and

WHEREAS, market demand has produced an increase in the number of short term vacation rentals offered throughout the City; and

WHEREAS, the City has processed very few permits for short term rentals relative to the number thought to be operating within the City; and

WHEREAS, the City has not had sufficient time to fully evaluate the number of existing short-term rentals, the effects they could have on the community, and any necessary mitigating zoning controls; and

WHEREAS, the City of Gig Harbor Planning and Building Committee of the City Council took up the issue at its regularly scheduled meeting of September 7, 2021, voting to move the issue on to the full City Council for consideration; and

WHEREAS, the Planning and Building Committee of the City Council, at its regularly scheduled meeting of September 7, 2021 directed staff to draft interim zoning controls for short term rentals and place on the next City Council regular meeting agenda; and

WHEREAS, the City Council chose to immediately cease acceptance of permits for Lodging Level 1 on an interim basis to provide City staff and the Planning Commission time to make recommendations to the City Council with respect to short term vacation rentals. The immediate nature of the action was deemed necessary in order to preserve the status quo and to prevent applicants from potentially vesting rights inconsistent with the City's future regulatory framework to be considered and adopted during the period of this moratorium and to ensure the protection of the community's health, safety and well-being while the topic is analyzed and researched further; and

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

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

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

WHEREAS, the Planning Commission took up the issue at regularly scheduled and special meetings between January and August 2022; and

WHEREAS, the Planning Commission held two public hearings on June 2, 2022 and August 4, 2022; and

WHEREAS, the Planning Commission received several public comments and testimony from the public that was taken into consideration and made a part of the public record; and

WHEREAS, the City Council took the issue up at a study session on August 18, 2022; and

WHEREAS, the City learned of a legal decision regarding short-term rental regulations elsewhere in the country that requires some analysis relative to the drafted regulations; and

WHEREAS, the moratorium is set to expire on September 28, 2022 and additional time is required;

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

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

Section 2. Hearing. The City Council held a public hearing on September 12, 2022 as required for any renewal of a moratorium.

Section 3. Renewal. The Moratorium enacted by Ordinance 1467 and extended by Ordinance 1484 is hereby renewed for a period of 6-months.

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

Section 5. Correction of Errors. The City Clerk and codifiers of the ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 6. Effective Date. This ordinance shall take effect 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 12th day of September, 2022.

Tracie Markley
Mayor

Approved as to form:

Attest:

Daniel Kenny
City Attorney

Joshua Stecker, CMC
City Clerk

ORDINANCE NO. 1467

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, IMPOSING A SIX MONTH MORATORIUM UPON THE RECEIPT OF NEW LODGING, LEVEL 1 AND SHORT TERM RENTAL APPLICATIONS, PROVIDING FOR SEVERABILITY; DECLARING A PUBLIC EMERGENCY; AND ESTABLISHING AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, under the authority of RCW 35.A.63.220 and RCW 36.70A.390, the City may impose interim regulations to be effective for a period of up to six months, and for six-month intervals thereafter; and

WHEREAS, in 2006, the City of Gig Harbor City Council passed Ordinance No. 1046, redefining the definitions for the following lodging uses: boardinghouse, bed and breakfast, hotel/motel and motel/hotel, into lodging levels 1, 2 and 3 categories, with lodging level 1 being the least intense, and add definitions for these categories; and

WHEREAS, short term vacation rentals have become a popular form of lodging in recent years creating increased demand for the use within traditionally single-family neighborhoods; and

WHEREAS, the City's zoning code doesn't directly address short term rentals as a land use, nor provide for any direct regulations; and

WHEREAS, the City of Gig Harbor Community Development Department has found short term vacation rentals to be most consistent with the definition for Lodging, level 1, GHMC 17.04.444; and

WHEREAS, the zoning code allows for Lodging, level 1 as a conditional use in the following zones: R-1, R-2, B-2, C-1, WR, WM, WC; and

WHEREAS, the zoning code allows for Lodging, level 1 as a permitted use in the following zones: R-3, RB-1, RB-2, DB, B-1; and

WHEREAS, market demand has produced an increase in the number of short term vacation rentals offered throughout the City; and

WHEREAS, the City has processed very few permits for short term rentals relative to the number thought to be operating within the City; and

WHEREAS, the City has not had sufficient time to fully evaluate the number of existing short term rentals, the effects they could have on the community, and any necessary mitigating zoning controls; and

WHEREAS, the City of Gig Harbor Planning and Building Committee of the City Council took up the issue at its regularly scheduled meeting of September 7, 2021, voting to move it on to the full City Council for consideration; and

WHEREAS, the Planning and Building Committee of the City Council, at its regularly scheduled meeting of September 7, 2021, directed staff to draft interim zoning controls for short term rentals and place on the next City Council regular meeting agenda; and

WHEREAS, the City Council would like to immediately cease acceptance of permits for Lodging Level 1 on an interim basis to provide City staff and the Planning Commission time to make recommendations to the City Council with respect to short term vacation rentals. The immediate nature of this ordinance is necessary in order to preserve the status quo and to prevent applicants from potentially vesting rights inconsistent with the City's future regulatory framework to be considered and adopted during the period of this moratorium and to ensure the protection of the community's health, safety and well-being while the topic is analyzed and researched further;

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

Section 1. The City hereby imposes a moratorium upon the receipt and processing of new applications for Lodging, level 1 uses.

Section 2. Hearing. The City Clerk is hereby authorized and directed to schedule a public hearing on the moratorium to be held within 60 days of adoption of this ordinance, and to provide notice of said hearing in accordance with applicable standards and procedures. Pursuant to RCW 35A.63.220 and RCW 36.70A.390, the City Council shall adopt legislative findings in support of this ordinance and/or otherwise modify the provisions of the moratorium after said hearing.

Section 3. Severability. If any section, sentence, clause, or phrase of this ordinance shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this ordinance.

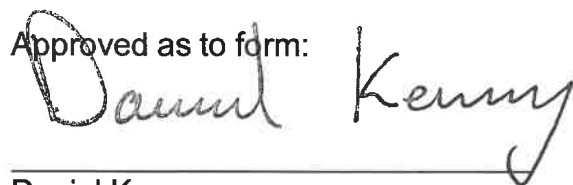
Section 4. Declaration of Emergency; Immediate Effective Date; Sunset. The findings and conclusions above are adopted by the City Council in support of the designation of this ordinance as a public emergency ordinance necessary for the protection of the public health, public safety, public property and public welfare. This ordinance shall take effect immediately upon adoption by the Council, by a vote of a majority of the Council plus one, and shall remain effective for six months unless terminated earlier or extended by the City Council.

Section 5. Correction of Errors. The City Clerk and codifiers of the ordinance are authorized to make necessary corrections to this ordinance including, but not limited

to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

ADOPTED by the Council of the City of Gig Harbor at a regular meeting thereof, held this 27th day of September, 2021.

Approved as to form:

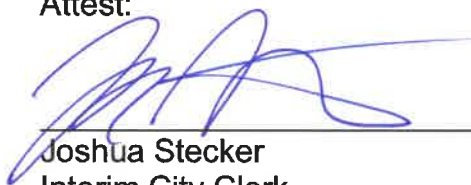


Daniel Kenny
City Attorney



Kit Kuhn
Mayor

Attest:



Joshua Stecker
Interim City Clerk

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

ORDINANCE 1484

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RENEWING THE MORATORIUM ON ACCEPTANCE OF LODGING LEVEL 1 APPLICATIONS ESTABLISHED BY ORDINANCE 1467 BY 6-MONTHS; DECLARING A PUBLIC EMERGENCY; AND ESTABLISHING AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, under the authority of RCW 35.A.63.220 and RCW 36.70A.390, the City may impose interim regulations to be effective for a period of up to six months, and for six-month intervals thereafter; and

WHEREAS, in 2006, the City of Gig Harbor City Council passed Ordinance No. 1046, redefining the definitions for the following lodging uses: boardinghouse, bed and breakfast, hotel/motel and motel/hotel, into lodging levels 1, 2 and 3 categories, with lodging level 1 being the least intense, and added definitions for these categories; and

WHEREAS, short term vacation rentals have become a popular form of lodging in recent years creating increased demand for the use within traditionally single-family neighborhoods; and

WHEREAS, the City's zoning code doesn't directly address short term rentals as a land use, nor provide for any direct regulations; and

WHEREAS, the City of Gig Harbor Community Development Department has found short term vacation rentals to be most consistent with the definition for Lodging, level 1, GHMC 17.04.444; and

WHEREAS, the zoning code allows for Lodging, level 1 as a conditional use in the following zones: R-1, R-2, B-2, C-1, WR, WM, WC; and

WHEREAS, the zoning code allows for Lodging, level 1 as a permitted use in the following zones: R-3, RB-1, RB-2, DB, B-1; and

WHEREAS, market demand has produced an increase in the number of short term vacation rentals offered throughout the City; and

WHEREAS, the City has processed very few permits for short term rentals relative to the number thought to be operating within the City; and

WHEREAS, the City has not had sufficient time to fully evaluate the number of existing short term rentals, the effects they could have on the community, and any necessary mitigating zoning controls; and

WHEREAS, the City of Gig Harbor Planning and Building Committee of the City Council took up the issue at its regularly scheduled meeting of September 7, 2021, voting to move the issue on to the full City Council for consideration; and

WHEREAS, the Planning and Building Committee of the City Council, at its regularly scheduled meeting of September 7, 2021 directed staff to draft interim zoning controls for short term rentals and place on the next City Council regular meeting agenda; and

WHEREAS, the City Council chose to immediately cease acceptance of permits for Lodging Level 1 on an interim basis to provide City staff and the Planning Commission time to make recommendations to the City Council with respect to short term vacation rentals. The immediate nature of the action was deemed necessary in order to preserve the status quo and to prevent applicants from potentially vesting rights inconsistent with the City's future regulatory framework to be considered and adopted during the period of this moratorium and to ensure the protection of the community's health, safety and well-being while the topic is analyzed and researched further; and

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

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

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

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

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

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

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

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

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

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

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

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

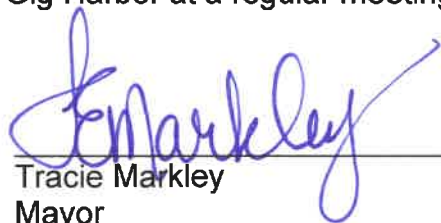
Section 3. Renewal. The Moratorium enacted by Ordinance 1467 is hereby renewed for a period of 6-months.

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

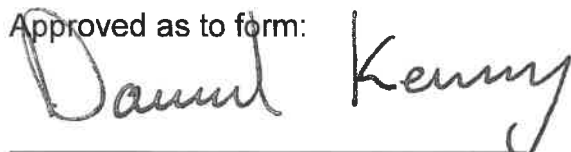
Section 5. Declaration of Emergency; Immediate Effective Date; Sunset. The findings and conclusions above are adopted by the City Council in support of the designation of this ordinance as a public emergency ordinance necessary for the protection of the public health, public safety, public property and public welfare. This ordinance shall take effect immediately upon adoption by the Council, by a vote of a majority of the Council plus one; otherwise it shall take effect and be in force from and after the earliest period allowed by law, and shall remain effective for six months unless terminated earlier or renewed by the City Council.

Section 6. Correction of Errors. The City Clerk and codifiers of the ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

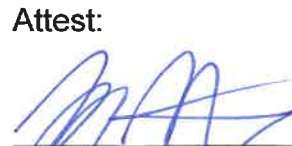
ADOPTED by the Council of the City of Gig Harbor at a regular meeting thereof, held this 28th day of March, 2022.



Tracie Markley
Mayor

Approved as to form: 

Daniel Kenny
City Attorney

Attest:


Joshua Stecker, CMC
City Clerk

EFFECTIVE DATE: March 28, 2022

From: [Eric Grenseman](#)
To: [CityClerk](#)
Subject: Written Comments for September 12 Meeting regarding short term rentals.
Date: Tuesday, September 6, 2022 1:59:58 PM

Hello, my name is Eric, and I've lived in Gig Harbor for a total of 9 years out of the past 12. My family and I enjoy our town, and while I support allowing more and denser housing, as long as all the associated infrastructure is put in place, I do not think short term rentals make sense. I think it encourages the wrong sort of development and puts negative restrictions on housing availability. It also drives an environment of absentee landlords where what little economic benefit these visitors provide is syphoned out to wherever the building's owner lives.

It is my firm belief that housing should be for people, not for profit. Visitors and vacationers should make use of our hotels and motels, rather than occupying regular housing.

Thank you,

Eric Grenseman
5216 Baltic ST NW, Gig Harbor

From: [Frank Ruffo](#)
To: [CityClerk](#)
Subject: STR Please enter into the record and forward to council members
Date: Tuesday, September 6, 2022 1:56:00 PM

I am opposed to the City of Gig Harbor allowing any Short Term Rentals anywhere within the City Limits. I am a long term citizen of Gig Harbor and an ex-city council member. Please pass a regulation banning short term rentals of any kind. Thank you, Frank Ruffo
Sent from [Mail](#) for Windows

From: [Tomi Kent Smith](#)
To: cityclerk@cityofgigharbor.gov
Subject: STR moratorium-FOR PUBLIC COMMENT
Date: Monday, September 12, 2022 9:30:43 AM

I believe the City should extend the moratorium regarding STR as they continue to work towards an equitable solution which will be fair to the community, the visitors/tourism and the STR owners/operators.

I believe the violation of fairness of appearance by a council member has set the work towards a fair and equitable solution for all parties back to the beginning of the work. Perhaps the council member should be recused from participating in this matter. Of course, another alternative is censure.

Tomi Kent Smith
3414 Harborview Drive
Gig Harbor 98332

Sent from my iPad

From: [David & Susan](#)
To: [CityClerk](#)
Subject: Short Term Rentals
Date: Sunday, September 11, 2022 1:55:43 PM

Dear City Council Member,

We understand that you will be considering extending the City of Gig Harbor moratorium for Short Term Rentals at your Council meeting on September 12, 2022. We, as residents of Gig Harbor, **STRONGLY SUPPORT EXTENDING THE SHOT TERM RENTALS MORATORIUM.**

More time is required for us all to understand the impact on this City and our way of life if we allow more Short Term Rentals without adequate controls.

We moved here in 2015 to get away from the rat-race in King County and love this village-by-the-sea that we call Gig Harbor. While tourists are welcome, much of the charm of this City and the surrounding area is that we are all like one family, one neighborhood. We live here, we eat here, we shop here, and we support our neighbors all year around. Quick examples are the fund raising successes of the Harbor History Museum and the Gig Harbor Peninsula Fish food bank as well as the attendance at events such as the Thursday Waterfront Farmers Market, Summer Sounds, and Friday Night Movies.

Gig Harbor is a great place to live, our grandchildren enjoy exploring the museums, parks and beaches and our family and friends all wish they lived here.

Please extend our Short Term Rentals Moratorium so we all can do our “due diligence” to determine a path forward.

Thank you for your consideration and your vote to EXTEND!

Shalom,
David & Susan Winningham
206-851-7308

*In a world where you can
be anything, Be Kind*

From: [Dan Russo](#)
To: [CityClerk](#)
Subject: short term rentals
Date: Tuesday, September 6, 2022 5:26:12 PM

To the Mayor and City Council:

I am in favor of extending the moratorium on short term rentals in the City of Gig Harbor. Furthermore, the city should make sure that anybody who is currently operating a short term rental Airbnb-type residence that they are licensed by the city.

Dan Russo

9404 Peacock Hill Ave, Gig Harbor, WA 98332

206-953-1735

September 6, 2022

Dear Mayor and Council

Re: Short-term Rentals (VRBOs and B&Bs) Proposal

I am a third-generation Croatian who grew up in the Millville area of Gig Harbor in the home my parents still live in. Our neighborhood was made up of many Croatian immigrants who were relatives of mine, or who came to this country from other areas in Croatia, almost all of whom were fishermen. This may sound boastful, but I think this tight-knit enclave of Croatians shaped the culture and identity of Gig Harbor. When I have gotten active in Gig Harbor politics, it is mostly to preserve Gig Harbor's identity as a small and unique fishing village that tourists come here to enjoy and that we Croatians can hold on to.

I am writing to encourage you to stop, not just postpone, the further development of vacation rentals from proliferating in the Gig Harbor area. To agree to the change of land use to open the door to expansion of these opportunities to homeowners and real estate opportunists will have so many domino effects.

As an example of a domino effect, I believe it will really drive up housing prices in Gig Harbor and make houses much less affordable to first-time homeowners. What happened in Seattle when people started using their homes as VRBOs was that they discovered that they had so much income from that USE, that they would afford to buy yet another home, and do the same. Buyers then started competing to snap up real estate, each outbidding the next to get the home. They could do this because, they weren't buying based on the mortgage they could afford to live there, they could pay a much higher price because they could make so much charging \$300-500 per day to rent it out. Suddenly, people could not afford housing (a contributor to homelessness). The bidding wars killed opportunities for first-time home buyers.

I know affordable housing has been important to this City, so it would be wise to consider your decision based on that scenario. I believe in my heart of hearts, real estate enterprising is a consequence of opening this door. Hence, the "Super Business Group" pushing for this land-use change.

My nephew builds custom homes in Leavenworth and I asked him what he thought about them and he quickly and emphatically said "they wrecked our town". He said he had friends who turned their home into a VRBO and they made so much money on it, they both quit their jobs. She was a nurse and he was a teacher. Now the town has one less nurse and one less teacher—two occupations that are in great need in every community in our country.

The last thing I want to say is that this land use change will affect the friendships between neighbors and relatives. It may make the business folks happy, or the relators happy, but I don't think it will ever make the neighbors happy.

Thank you,

Karen Bujacich McDonell

14410 Sherman Drive NW

Gig Harbor WA 98332

kmcdonell@mindspring.com



TO: mayorandcouncil@gigharborwa.gov planning@cityofgigharbor.net

RE: Short Term Rental Regulation

FROM: Bonnie O'Malley 8101 Bayridge Ave., Gig Harbor, WA 98332

Please read this letter into the record for the Sept. 12, 2022 Open Council Meeting

I have strong opinions; just like all of you. However, I believe that personal opinion has no place in the decision-making process of the governing bodies of the City of Gig Harbor. As citizens of this community, we count on you to listen to opinion, research data and to legislate based on documented facts., solely in the ihe interest of what is best for Gig Harbor and its citizens.

As we proceed to communicate through this web of regulation for Short Term Rentals, I hope that you will move forward with the development of strict guidelines in the form of a Code of Ethics / Rule of Conduct Policy for Council and affiliated governing bodies associated with this legislation, according to the recent consensus of the past week's Council Retreat. I listened to the entire retreat and felt it was a very positive and much needed start.

To date, I feel that Pro-STR individuals and entities have been victims of influential bullying via the spread of misinformation and personal opinion on social media that is totally unacceptable behavior for Council Members who will decide the fate and financial well-being of a substantial number of residents of this city. I believe that we are victims of unethical dissemination of prejudicial misinformation, and I believe that said misinformation reflects badly on the Council as a whole and, as such, I have the following concerns as applies to STR Regulation:

1. Whether all Members of Council can be objective regardless of their personal opinions on the subject.
2. Whether Members of Council will eliminate the Undocumented and Unprovable "Problems and Complaints" and the perception of "What Could Happen" In the City of Gig Harbor, based on incidents in high profile areas that bear no comparison to our city in order to focus on the positive track record to date.
3. Whether Fees and Fines will be administered equally, and will not be exorbitant as a means to limit licensing.

4. Whether Primary Residence stipulations or other highly restrictive regulations will be applied solely as a means of eliminating STR opportunities.
5. Whether State mandates for studies on “Affordable and Attainable Housing will become an unjustifiable means to persecute STR owners as a basis to limit licensing.
6. Whether the Application Process will be equal for all on all levels; including for those who have been most vocal advocating in favor of STRs.
7. Whether Council Members have a personal “Win or Lose” stake in the Final regulations based on a preconceived agenda, including connections and friendships that have instigated and influenced this process for no other reason than that they personally do not want STRs.
8. WHETHER CONSTITUTIONAL RIGHTS WILL BE CONSIDERED ABOVE ALL ELSE.

I strongly encourage you to extend the Moratorium as you consider more discussion on all of these and other concerns.

I look forward to continuing our work together for the benefit of The City of Gig Harbor.

Regards,

Bonnie O'Malley

From: [Lee Desta](#)
To: [CityClerk](#)
Subject: For Public Comment
Date: Sunday, September 11, 2022 2:07:46 PM

Please ask council to vote YES to extend moratorium on STRs.
Situation needs more time to study and research what impact having more single family units turning into ongoing
“rentals”
Lee Desta
Homeowner and resident

Namaste. Makose. Blessings. Mahalo. Ubuntu.

From: [Shari Dabbah](#)
To: [CityClerk](#)
Subject: FOR PUBLIC COMMENT
Date: Sunday, September 11, 2022 9:19:33 PM

We are asking the council to vote YES to extend the moratorium so that they can do more research and get more input from the community.

Thank you!
Ronald and Shari Dabbah

From: [Lynn Stevenson](#)
To: [Mayor & Council](#); [CityClerk](#)
Subject: FOR PUBLIC COMMENT re: Ordinance 1497
Date: Sunday, September 11, 2022 2:07:50 PM

Dear Mayor Markley and City Councilmembers,

As long-term residents of Gig Harbor, we ask that you vote YES to extend the current moratorium on Acceptance of New Lodging, Level 1 Applications. We feel the potential impact of vacation rental businesses in our residential neighborhoods requires more community involvement and discussion before moving forward.

Please consider how your decisions could impact our city's commitment to the Growth Management Act, the livability of our community and potential precedents for erosion of our residentially-zoned neighborhoods.

Thank you,
Lynn & Jamie Stevenson

From: [Barbara Pearson](#)
To: [CityClerk](#)
Subject: Comments to STR restrictions
Date: Sunday, September 11, 2022 3:12:57 PM

Family Community or Not. If Gig Harbor is to remain a family community, then Short Term rentals are not acceptable. By your own definition in your questions and answers Short Term rentals are **transient** housing. Are we to become a city of transients? We moved here because of the family atmosphere. The small town with large amenities. We have neighbors that we know. Our elementary school, Swift Water Elementary, is one of the few "walking" schools. With a transient population the safety of allowing our children to walk on their own is endangered. Even walking through the neighborhood is riskier because we have no idea who is in the neighborhood. Transients are even less likely to watch for our children in crosswalks. We do not want to live next door to a hotel.

Absentee Ownership. As a past HOA president, I know firsthand that absentee landlords are problematic at best. The landlords do no background checks, are usually unaware of who is living in the residence, and have little incentive to take actions because someone else will be living there after they have stonewalled fixing a problem. It will be far worse with STRs.

Increased Crime with Transients. With transients comes more crime. Look at any area with a large density of hotels and the crime will be higher. Even in Harbor Hill we are currently experiencing more crime without inviting more transients to be here.

Bed and Breakfast Businesses (B&B) in Keeping with Our Community. A bed and breakfast community is more in keeping with Gig Harbor. It can bring in many vacationers but with supervision by the B&B owners. The extra revenue that businesses seek with a turnover in cliental can be accomplished with thriving B&B businesses. When staying in a B&B you feel in touch with the community but with an STR/Airbnb it's just another hotel room. STRs will vastly change the character of Gig Harbor and not in a good way. Do not endanger the B&B businesses.

What should Gig Harbor do?

STRs should be banned outright.

If there must be STRs there should always be restrictions even if the voters agree to have STRs.

1. Restrict STRs to certain zones. Restrict the density of STRs in the zone otherwise it will become a hotel district. Allow the residents most affected, those owning homes and living in a potential zone to vote on the STR zoning and only establish the zone after at least a year's notice so that residents can move in or out of the zone. The STR designation will affect property values and vastly change a neighborhood. Ensure the zones are not close to schools. Always have the ability to immediately change the zoning away from STRs at any time if problems arise; and
2. <!--[endif]-->Require STR owners to have their rental as their only permanent residence and live continuously in their house for a certain number of days, e.g. 270 days and allow STRs to be rented out for only 30 days a year; and
3. Require the registration of each STR with the city and provide an up-to-date map indicating the location of every STR. Homeowners/residents need to know the location of transients. I know if a Holiday Inn is next door. I should be given the same courtesy to know an STR is next door.

Thank you for allowing me to comment,
Barbara Pearson
2+ year resident of Gig Harbor, Harbor Hill

From: baechler@comcast.net
To: [Mayor & Council](#)
Subject: FW: STR Please enter into the record and forward to council members
Date: Thursday, September 8, 2022 3:28:25 PM

See note below, it was not deliverable to the email address provided below.

From: baechler@comcast.net <baechler@comcast.net>
Sent: Thursday, September 8, 2022 3:24 PM
To: 'cityclerk@gigharborwa.gov.' <cityclerk@gigharborwa.gov.>
Subject: STR Please enter into the record and forward to council members

We are sending this note to strongly encourage the you to extend the moratorium on short term rentals in the city of Gig Harbor. Now is not the time to radically change the look and safety of our town.

We have lived here the past 23 years and have seen many great accomplishments by the past council members (protecting the view on the water side of Harborview for residents and visitors, purchasing extra parcels of land for parks or preservations and even the Threshold Building was a very nice additions with the common area and a view for all locals and visitors.

Our “small fishing village” has indeed changed and will continue to do so.

Short-term rentals will be detrimental to all residents and tourists. There is a reason Gig Harbor is one of the top 12 small towns in America – it is because council members past and dedicated folks like you are doing everything possible to keep it that way.

Thanks for listening, Walter (Mike) and Jennifer Baechler

The Gig Harbor I Want to Live In:

I'd like to start by sharing the type of community I want Gig Harbor to be by giving you a glimpse into my experience living in our home in Gig Harbor since 2018. A large group of my neighbors, to the north, got together for a potluck dinner the other week. Over the past 4 years, friendships have been forged. We have each other's backs. You know, "Can you meet Hospice at my house, I'm still at the hospital with my husband? Or, "Can you water my plants while we are gone this week?" I could go on and on about the glorious aspects of having great neighbors.

Now, let's look south, literally. We have a triplex next to us, then a residence that has two STRs with the owner absent much of the time, then a business, then a rental (long term). The vibe is completely different. There is no running next door to borrow a cup of sugar! And the downside is, when you smell weed while walking your dog at night and you see an individual at the STR drive, you don't know if they are staying there or casing the vehicle. Frustratingly, we also need to step into the street traffic to get around the vehicles at the STR and the business that frequently block the sidewalk. They don't care if they are blocking a walkway. Why would they, they don't know the neighbors, they are just passing through or working.

I want Gig Harbor to be what I have to the north....a warm, friendly, caring community where you are greeted by name. If STR2s are allowed, please keep the number in a certain area limited so that neighborhoods can remain exactly what the word implies.

On to my thoughts on short-term rentals homes. I will do this through personal experience.

How partially used homes effects the path to home ownership:

In 1995 I purchased a condo, in a retirement community in Arizona, for my parents to use in the winter. When they passed away we decided to keep it and use it in our retirement. I would typically get a 'snowbird' renter for 3-6 months per year (per HOA it could not be rented for less than 30 days) and the other months it sat vacant. The rent covered the overall cost of ownership. We would personally maybe use the unit 1-2 weeks a year and didn't foresee using it for a longer period of time. As the housing market shrank in Arizona and the prices started to soar, we felt we could no longer responsibly keep the condo for partial use. While you could argue that by renting it for 3-6 months it was a long-term rental but essentially it was preventing someone from having a home year-round. We are delighted that a single woman now owns the condo that she calls home. My prior neighbors are delighted to have a neighbor that they know and enjoy. If we want to invest in real estate, it can be done through a REIT (real estate investment trust).

Keep long-term rentals and eliminate STR2.

Lack of home inventory:

When we moved to Gig Harbor in 2016, we needed to find a rental home until we could settle in. The rental market was so tight that my husband rented a home on the spot simply because it was available. The next year was consumed with looking for available homes and when making offers we competed with many others. Our current home had 4 offers in one day. I don't think it takes a housing study to know this situation will not go away. Our population continues to grow, and the lack of housing will continue to be an issue. Therefore, I support an individual's right to own property but if it is going to be a rental it needs to be long-term. The owner can still benefit from home appreciation but will need to forgo the additional income generated by the higher rates of a short-term rental. Plus, from a community perspective, we have several long-term renters who are part of our neighborhood fabric.

Keep long-term rentals and eliminate STR2.

Support of STR1:

I have used both STR1 and STR2 when on vacation. I know first-hand that my behavior has been different in each situation. While staying in someone's home, that is occupied by the owner, we are much quieter and respectful. I can attest that when a group of high-school friends rent a home to get-together we stay up later and we are louder. Granted, that will probably happen at my own home when I host my friends next July. I'd like to think that if we will behave a bit better because I will worry about what my neighbors think or maybe one of them will come over to complain because they know me. The quantity of guests that a STR2 accommodates matters. The larger occupancy naturally means louder and less respectful.

Hosting guests, in your private home where you reside, is something I support. It provides visitors an accommodation option to a hotel without eliminating a home from the long-term rental or home ownership market.

[Keep STR1 and eliminate STR2.](#)

Support of STR3:

There should be little to no impact from STR3 since most of the marinas do not allow liveaboards in Gig Harbor.

Home Occupation in a Primary Residence:

Lastly, I have concerns about how this will be confirmed/monitored by the City. We have a business that is operating from a home in our neighborhood. The owner does not occupy the property except for business hours. It is not a single person working from a home but rather several staff work there during the day. This business is allowed to operate in a residential neighborhood as the City indicated they don't have the means to verify if a residence is someone's primary residence. If this is going to become part of the ordinance this will need to be resolved.

Thank you for taking the time to thoroughly consider this important issue that will set the tone for our community. As it is harder to dial back decisions, I encourage you to take the conservative approach as the ordinance can be amended in the future as circumstances change.

Your neighbor,

Vicky Alsaker

From: insuranceladymary@yahoo.com
To: [CityClerk](#)
Subject: STR Please enter into the record and forward to council members
Date: Thursday, September 8, 2022 5:53:59 PM

Dear City Council,

I am the owner of The Parsonage Inn. I have been the owner operator of this business since August, 2010, with a business license and conditional use permit. My business was a bed and breakfast for seven years before it was changed to an inn, due to my husband's passing. The previous owner also ran a bed and breakfast on the site for thirteen years prior to our purchase. It was the first licensed bed and breakfast in the city proper of Gig Harbor.

I've read the comments in Jeni Woock's email letter regarding this issue. It seems there are some conspiracy theorists at work. In the twelve years of running this business I have had hundreds of quiet respectable people and only one guest who had a party and caused concern for close neighbors. Of course, this guest's actions were against my rental agreement and damage was done. However, a party with property damage can be caused by any renter or owner at any time.

Airbnb, VRBO, Homeaway, and Trip Advisor are all marketing platforms for temporary housing.

I would caution the City Council to not take any action that restricts the owner's use of his property that already is covered under zoning and city codes. Gig Harbor has many residents who split their residency with other states. These homes may be left empty, have house sitters, or temporary renters. Of course, most non-owner occupied properties do suffer some property neglect in the owner's absence, which is usually recovered when the owner returns.

There seem to be some assumptions that houses rented for temporary housing are investor driven. I don't think this is the norm. Owners leave houses vacant for months or years for many reasons: they plan to reoccupy the house, they want the property to stay in the family, they want to use it for their own recreation, they want a better time to sell. These properties are frequently left fully furnished. Rather than looking at these properties as investment driven, many owners simply want to cover the costs of keeping their property.

Kind regards,
Mary Souza

From: [Christy Dowd](#)
To: [CityClerk](#)
Subject: For Public Comment - STR Moratorium 9/12/2022
Date: Monday, September 12, 2022 11:58:17 AM

Dear Mayor and City Council Members,

We would like to see the City extend the moratorium on Short Term Rentals to take the time needed to use data, public input, and legalities to work towards a solution that will be fair to both our community and STR owners.

Additionally, according to the City of Gig Harbor Council Guidelines & Procedures (Revised 4/25/2022), we believe a council member's recent posts on personal social media were inappropriate.

Respectfully,

Christy and Mike Dowd
3519 Harborview Drive #1
Gig Harbor, WA 98332

From: [DENISE PETERSON](#)
To: [CityClerk](#); [Mayor & Council](#)
Cc: [glenn](#)
Subject: "For Public Comment"
Date: Monday, September 12, 2022 11:54:49 AM
Importance: High

To: Mayor Tracie Markley, Gig Harbor Council Members

From: Glenn Peterson

Re: Proposed STR Regulations

Good evening, my name is Glenn Peterson and we own a home at 8921 Franklin that we use as both a LTR and STR. It's important to note that nearly all of us with STR's agree with fair and reasonable STR reg's that minimally intrude on property rights.

What should have been a collaborative process guided by City Planners, has felt unnecessarily difficult and contentious because it appeared the process was being used more as a formality or check-box to effectively eliminate STR's, instead of working towards solutions good for the city, small business, tourism and property rights. I say this because we observed:

- A relentless focus on finding and incorporating the most restrictive STR language from cities with no similarity with Gig Harbor; meanwhile ignoring reg's that could work for all parties;
- From some Planning Council members, we saw a continuous narrative that 'STR's are bad and this is an emergency'. When we provided data and trends that conflicted with this narrative, the data was ignored and City Planners had to eventually clarify their purpose was to address potential future problems.
- Most discouraging - we continue to see active advocacy by local politicians on behalf of a few influential citizens to eliminate STR's, while ignoring facts and options provided by many Gig Harbor voices that support STR's - this process doesn't seem right.

A couple of important facts: the number of STR's ranges between 35 and 65 depending on whether you count vessels, and bed and breakfasts; nearly all these STR's are owned by citizens that live in or near our city limits – this is our city and we have the same interests in maintaining our city character.

Here are 7 adjustments to the current proposed STR reg's that can help move the process forward to a positive solution. We would like to provide alternative language for your consideration if requested:

Chapter 17.04 - Definitions

- **17.04.444 Lodging, level 1.:** more clearly define 'lodging level 1' and delete 'services'.
- **17.04.XXX Short-term rental 1.:** include ADU's as part of Short-term rental 1.
- **17.04.XXX Short-term rental 3.:** delete 'used as a primary residence'. Boats

are not the primary residence of STR owners.

- **17.04.XXX Short-term rental operator:** use state definition; delete “an operator must have a primary residence within the City of Gig Harbor . . .”

Chapter 17.XX - Short-Term Rentals

- **17.XX.010 Intent:** delete ‘minimize potential impact on long-term housing availability’. There is no STR impact on housing availability or affordability. (Research available)
- **17.XX.030 Application procedures – Short term Rental 2 and 3:** eliminate the distinctions between Rental 1, 2 and 3 for permits, applications, fees, and requirements. Treat Rental 2, 3, the same as Rental 1.
- **17.XX.040 Issuance and duration of approval:** the question of transfer-ability needs to take into account death of a spouse, inheritance and gifts among family members. Many properties are owned also within LLC guidelines.

Again, because nearly all of the STR’s are owned locally, grandfathering those currently offering STR’s and placing a limit based on current population may be desirable for the Mayor and City Council. The current STR ratio to population in Gig Harbor is under 1%, moving this to 1.5 - 2% may be a reasonable option.

Thanks for your consideration.

Respectfully, Glenn Peterson



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

Meeting Date: September 12, 2022

SUBJECT: Professional Services Contract Amendment 1 38th Ave Half-Width-Roadway Improvements Phase 2 – Sewer main

SUGGESTED MOTION: Approve and authorize the Mayor to execute a Professional Services Contract with KPFF, Inc. in an amount not to exceed \$27,414.

SUBMITTED BY: Stephanie Seibel, PE Associate Engineer

DEPARTMENT: Public Works/Engineering

PHONE: 253-853-7626

BACKGROUND INFORMATION: In 2007, as part of the City's Olympic/56th Street Roadway Improvement Project, the City constructed dry sewer improvements on 56th Street associated with future Basin 10 development. This dry sewer was installed, in part, due to the substantial depth required to provide gravity flow. This amendment will provide an expansion of similarly deep dry gravity sewer improvements for this same system along 38th Avenue from 56th Avenue to 60th Street.

This professional services contract amendment will complete the design and permitting of this sewer and will provide the City with construction bid documents by spring of 2023.

FISCAL CONSIDERATION: In the City's 2022 Budget, Street Division – Capital Objectives 10 is identified to complete the design and permitting for the 38th Ave Half-width Improvements for construction in 2023. Wastewater Division Goal 2 for 2022-2027 is to implement the City's Comprehensive Plan for improving collections system infrastructure. Funding for this work will be included in the 2023-2024 Preliminary Budget.

Expenditure Required: \$ 27,414.00	Amount Budgeted: \$ 0.00	Appropriation Required: \$27,414.00
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BOARD/COMMISSION/COMMITTEE RECOMMENDATION: N/A

ATTACHMENTS: Professional Services Contract with Exhibits A and B.

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

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
KPFF CONSULTING ENGINEERS**

THIS FIRST AMENDMENT is made to that certain Professional Services Contract dated June 14, 2022 (the "Agreement"), by and between the City of Gig Harbor, a Washington municipal corporation (hereafter the "City"), and KPFF Consulting Engineers, a corporation organized under the laws of the State of Washington (hereafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in completing the Design of the 38th Avenue Improvement Project Phase 2 project and desires to extend consultation services in connection with the project; and

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

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

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

2. Payment. Section 2(A) of the Agreement is amended to increase compensation to the Consultant for the work to be performed as described in **Exhibit A** in an amount not to exceed Twenty-Seven Thousand Four Hundred Fourteen Dollars and Zero Cents, (\$ 27,414.00), as shown in **Exhibit B**, attached to this Amendment and incorporated herein.

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

[Remainder of page intentionally left blank.]

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

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

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its Principal

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



EXHIBIT A
SCOPE OF WORK

38th Avenue Improvement Project – Phase 2
AMENDMENT 01
CSP-2206
City of Gig Harbor

INTRODUCTION

This amendment includes additional scope and budget for KPFF to perform professional services for the design of a dry sanitary sewer main and stub-outs for the 38th Avenue Improvement Project – Phase 2.

TASK 14: SANITARY SEWER

KPFF shall provide design for a dry, sanitary sewer main on 38th Avenue from 56th Street to 60th Street (Basin 10). The sewer main will be a gravity system for future use, and will be located at the center of the northbound travel lane. Stub-outs will be included at every public side street for future lateral connections. The main will flow from 60th Street to 56th and connect to an existing sanitary manhole. The pipe slope will generally follow the slope of the roadway but will be modified to maintain minimum allowable slope and provide adequate capacity. The required capacity will be provided by the City's sanitary sewer planning consultant, HDR. Pavement removal, patching, trenching, and backfilling will be added to the project plans, details, estimate and specifications. The stormwater memorandum will be updated to include the additional pavement disturbance.

Deliverables:

1. One (1) electronic (PDF) copy of half-size 30% plans and engineer's estimate.
2. One (1) electronic (PDF) copy of half-size 60% plans, profiles and details, specifications, and engineer's estimate.
3. One (1) electronic (PDF) copy of half-size 90% plans, profiles and details, specifications, and engineer's estimate.
4. One (1) electronic (PDF) copy of half-size 100% plans, profiles and details, specifications, and engineer's estimate.
5. Bid-ready Documents

SCOPE OF WORK
38th Avenue Improvement Project – Phase 2, Amendment 01
Page 2

Assumptions:

1. This scope of work does not include pipe flow modeling or calculation of conveyance sizing. The CITY or their sanitary sewer consultant will provide the required pipe capacity.
2. Stub-outs for future lateral connections will be provided at all public streets. Private side sewer connections will not be included in the design.

City of Gig Harbor
38th Avenue Improvement Project - Phase 2, **Amendment 01**
CSP-2206
KPFF, Inc.
9/1/2022

Task	Description		Project Manager	Sr. Civil Engineer	Project Engineer	CAD	Total Hours	
			Nathan Anderson	Katie Herold	Brent Pilon	Michael Vu		
Task 14	Sanitary Sewer							\$ 27,414
14.1	30% Plans		2	6	24	20	52	\$ 6,600
14.2	60% Plans		2	6	24	20	52	\$ 6,600
14.3	90% Plans		1	4	16	16	37	\$ 4,605
14.4	100% Plans		1	4	12	12	29	\$ 3,695
								\$ -
14.5	30% Cost Estimate		1	2	6		9	\$ 1,340
14.6	60% Cost Estimate		1	1	4		6	\$ 890
14.7	90% Cost Estimate		1	1	4		6	\$ 890
14.8	100% Cost Estimate		1	1	4		6	\$ 890
								\$ -
14.9	60% Specifications		1	1	2		4	\$ 635
14.10	90% Specifications		1	1	2		4	\$ 635
14.11	100% Specifications		1	1	2		4	\$ 635
Total Hours			13	28	100	68	209	
Direct			\$68.23	\$72.09	\$47.17	\$36.91		
	140.56% OH		\$95.90	\$101.33	\$66.30	\$51.88		
	30.00% Fee		\$20.47	\$21.63	\$14.15	\$11.07		
			\$184.60	\$195.05	\$127.62	\$99.86		
All Inclusive Hourly Rate			\$184.60	\$195.05	\$127.62	\$99.86		Sub-Totals
Sub-Total Burdened Labor Cost			\$ 2,400	\$ 5,461	\$ 12,762	\$ 6,791		\$ 27,414
REIMBURSABLES								
Direct Expenses			Quantity	Unit		Unit Cost	Sub-Totals	Totals
	Mileage						\$ -	\$ -
	Reprographics	0	LS			\$ -	\$ -	\$ -
	Travel						\$ -	\$ -
	Subcontract						\$ -	\$ -
Total Reimbursables								
Total Firm Cost								



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

Meeting Date: 09/12/2022

SUBJECT: Professional Services Contract Amendment for Commercial Fishing Homeport

SUBMITTED BY: Stephanie Seibel, PE Associate Engineer

DEPARTMENT: Public Works/Engineering

PHONE: 253-853-7626

SUGGESTED MOTION: Approve and authorize the Mayor to execute a Professional Services Contract Amendment with Davido Consulting Group, Inc. in an amount not to exceed \$44,261.00.

BACKGROUND INFORMATION: During the original scoping for this phase of design the City decided to perform an electrical service upgrade concept study. This study examined what a full-service upgrade to allow 50 amp services at all of the slips would require and cost. This study allowed the City and the fleet to consider the costs and benefits of a service upgrade. This original cost for the study did not include design budget.

The Project team met with the Commercial Fishing Fleet to review the 30% Design Documents and the results of the Concept Study on April 21, 2022. During this meeting the Fleet went over with us the electrical requirements of the current fleet and where it was going in the future for boats.

It was decided that each slip would require a 50 Amp service along with the originally scoped 20 Amp services. To provide this full-service upgrade to all of the slips an upgrade to the existing Penlight Service and additional equipment will be required for the site.

National Marine Fisheries have also increased the amount of mitigation required for this project since the original contract was signed in January 2022. This contract amendment includes additional work to complete the Mitigation report and construction documents.

FISCAL CONSIDERATION: The 2022 Budget allocated \$110,000 for the Commercial Fishing Homeport Design and Permitting. Along with this project the Budget also allocated another \$150,000 for Construction funds for the Jerkovich Pier Advanced Mitigation Project. The Advanced Mitigation project was not awarded this past year, in favor of rolling the project work back into the Commercial Fishing Homeport project.

2022 Budget Project Funding:	
Commercial Fishing Homeport Design and Permitting	\$ 110,000.00
Jerkovich Pier Advanced Mitigation Project - Construction	\$ 150,000.00

Total 2022 Budget:	\$260,000.00
Project Expenses:	
DCG Commercial Fishing Homeport Contract (January 2022)	\$ 147,922.00
DCG Commercial Fishing Homeport Contract Amendment 01 (September 2022)	\$ 44,261.00
Total budget:	\$192,183.00
Total budget Remaining:	\$67,817.00

Staff acknowledge that the project is higher than originally anticipated, however the unused funds from the Advanced Mitigation project will provide sufficient funds to cover the difference.

The following lists describes tasks that have been adjusted, added, or made more difficult since the original budgetary estimates.

1. Similar to the design concept for the Community Paddler's Dock, the original cost estimate assumed the contractor would provide elements of the float as design/build elements. However, this approach has caused significantly extended time frames for the construction of the floats for the Community Paddler's Dock. Therefore, this work provides for DCG to develop a fully designed float system for fabrication prior to bidding to accelerate the construction time frame for the project. (Original Contract)
2. Fender/bumper (added) - The fishermen requested adding of a bumper/fender on the water side edge of the Ancich pier to aid mooring. (Original Contract)
3. Electrical service upgrade Concept Study (added) – Examine a full-service upgrade to allow 50 amp services at all of the slips. This will allow the City and the fleet to consider the costs and benefits of a service upgrade. This cost does not include design budget. (Original Contract)
4. Electrical service upgrade Design (added) – The outcome of the Concept Study above was to install a full-service upgrade to allow 50 amp services at all of the slips. The Contract Amendment includes the design funds for this work. (Contract Amendment 1)
5. Macrovegetation dive (added and higher difficulty) – Previous camera based investigations for kelp and eel grass showed kelp. After consultation with the subconsultant it was determined that a full dive of the potential kelp and eel grass would be the safest route for permitting to have the best possible documentation of the microvegetation on site. (Original Contract)
6. Fleet Meetings (added) - Additional time was added to allow three design review meetings with the fleet. (Original Contract)
7. Building Department level based design (added) – At the planning level it was originally planned to complete a Performance based design criteria. To maintain control of the design of this project to make structures complimenting the

Paddler's dock structures the City decided to perform a full, stamped department level design for this project.

Expenditure Required: \$ 44,261.00	Amount Budgeted: \$ 110,000.00	Appropriation Required: \$
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BOARD/COMMISSION/COMMITTEE RECOMMENDATION: N/A

ATTACHMENTS: Professional Services Contract Amendment including the Davido Consulting Group Scope and Fee.

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

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
DAVIDO CONSULTING GROUP, INC.**

THIS FIRST AMENDMENT is made to that certain Professional Services Contract dated January 24, 2022 (the "Agreement"), by and between the City of Gig Harbor, a Washington municipal corporation (hereafter the "City"), and Davido Consulting Group, Inc., a corporation organized under the laws of the State of Washington (hereafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in completing the Design of the Commercial Fishing Homeport project and desires to extend consultation services in connection with the project; and

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

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

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

2. Payment. Section 2(A) of the Agreement is amended to increase compensation to the Consultant for the work to be performed as described in **Exhibit A** in an amount not to exceed Forty-Four Thousand Two Hundred Sixty-One Dollars and Zero Cents, (\$ 44,261.00), as shown in **Exhibit B**, attached to this Amendment and incorporated herein.

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

[Remainder of page intentionally left blank.]

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

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

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its Principal

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



August 29, 2022

City of Gig Harbor
3589 Harborview Dr
Gig Harbor, WA 98332
Attn: Jeff Langhelm

Re: Proposal for Structural and Environmental Services
Commercial Fishing Homeport Design Phase – Amendment 01

Dear Jeff,

David Consulting Group, Inc. (DCG) is pleased to submit an amended proposal for the Commercial Fishing Homeport. In this proposal, we have summarized the DCG's scope of work, deliverables, assumptions, schedule, and fees.

Scope of Work

The attached fee estimate (Attachment 1) summarizes budgets for the following tasks:

Task A1 – Subconsultant Coordination and Management

DCG proposes continued work on this task capturing all management related tasks and monthly invoicing by the Project Manager related to the new scopes of the sub consultants. It also includes all coordination meetings and all managerial work needed to progress the project forward on schedule and within budget.

Task A2 – Additional Design Efforts to Support the New Electrical Scope

The purpose of this task is to engineer the structural members associated with transformer float design and support the design of the upland underground utility coordination, excavation, and restoration. Additional efforts may also include the design of a retaining wall along the property line should that be deemed necessary.

Task A3 – Mitigation plan

The purpose of this task is to design and permit the required additional mitigation for the site. This includes the Mitigation Report, NMFS Mitigation Calculator, and the PS&E required for the mitigation work.

Deliverables

DCG will submit the following Deliverables:

DESCRIPTION	COPIES*	DESCRIPTION/SIZE/FORMAT
60% Plans Specs and Estimate	As Required	PDF, color, 11"x17"
Stakeholder power point and meeting Minutes	As Required	PDF, color, 11"x17"
90% Plans Specs and Estimate	As Required	PDF, color, 11"x17"
Issued for Bid Stamped Design Plans	As Required	PDF, color, 11"x17"
Draft Permit Package	As Required	PDF, color, 8 ½"x11"
Final Permit Package	As Required	PDF, color, 8 ½"x11"
Approved Permits	As Required	PDF, color, 8 ½"x11"

*Note: DCG has provided a budget for expenses including printing/copying costs. If the Client requests printing/copying resulting in costs higher than the budget amount, then additional

Commercial Fishing Homeport Design Phase – Amendment 01
August 29, 2022

expenses will apply at the rates shown on the attached 2022 DCG In-House Photocopy Rates (Attachment 3).

Scope Exclusions/Assumptions

The following assumptions apply to this proposal:

1. All assumptions from the original scope of work dated January 10, 2022 are valid.

Schedule

DCG will begin work immediately following authorization to proceed. A draft project schedule is below:

Design and Permitting Phase

- | | |
|-------------------------------------|--------------------------------|
| • NTP | February 2022 |
| • Submit 30% PS&E | March 2022 |
| • Submit Federal Permits | April 2022 |
| • Submit 60% PS&E | May 2022 |
| • Stakeholder meeting | June 2022 |
| • Submit Local Permits | June 2022 |
| • Submit 90% Design | November 2022 |
| • Stakeholder meeting | January 2023 |
| • Submit 100% Design for Public Bid | March 2023 |
| • Public Bid | April to June 2023 |
| • All Permits in Hand | April to June 2023 (estimated) |
| • Bid Support | Spring/Summer 2023 |

Future work

- | | |
|--|---------------|
| • Start Construction (not in scope) | Summer 2023 |
| • In-Water Construction (not in scope) | Winter 2023 |
| • Construction Complete (not in scope) | February 2024 |

Commercial Fishing Homeport Design Phase – Amendment 01
August 29, 2022

Payment

The cost of work for services described below shall be on an hourly service basis. Further breakdown of costs is provided in Attachment I – Fee Estimate.

A1. Subconsultant Coordination and Management	\$8,840
A2. Additional Design Efforts to Support the New Electrical Scope	\$9,440
A3. Mitigation Plan	\$13,916
Estimated Amendment 01 Expenses	\$100
Harbor Power Scope Amendment 01	\$11,965
Total Fee	\$44,261

Hourly Rate Schedule attached for reference.

Conclusion

We're very excited to see this next phase of work at a site we have worked on for so many years. If our proposal addendum is satisfactory, please prepare a contract amendment for this. We appreciate the opportunity and look forward to working with you towards the successful completion of the project. Please do not hesitate to contact us if you have any questions.

Sincerely,

Davido Consulting Group, Inc.

Steve Robert, PE
Principal of Marine and Environmental

Attachments: Attachment 1 – Fee Estimates
Attachment 2 – 2022 Hourly Rates Summary



Attachment 1 – Fee Estimates

Seattle
9706 4th Ave NE, Suite 300
Seattle, WA 98115
tel 206.523.0024

Mount Vernon
2210 Riverside Dr, Suite 110
Mount Vernon, WA 98273
tel 360.899.1110

Federal Way
31620 23rd Ave S, Suite 307
Federal Way, WA 98003
tel 253.237.7770

Whidbey Island
1796 E Main St, Suite 105
Freeland, WA 98249
tel 360.331.4131



DAVIDO CONSULTING GROUP, INC.
PROFESSIONAL ENGINEERING SERVICES ESTIMATE

Project: Commercial Fishing Homeport Amendment 01
Client: City of Gig Harbor
DCG PM: Steve Robert, PE

Construction Support

DCG LABOR CATEGORIES								
Task No.	Task Description	Principal Eng VI	Engineer IV	Environmental Scientist III	Engineer II - Civil	Environmental Scientist I	Total Hours	Sub total
A1	Management							
	Phone Calls and Emails	4	16		4		24	\$3,504
	Admin	2	10				12	\$1,832
	Review meetings	4	16		4		24	\$3,504
A2	Additional Design Efforts to Support the New Electrical Scope							
	PS&E with Updated Electrical Components	4	16		60		80	\$9,440
A3	Mitigation Plan							
	Report and NMFS calculator	8	4	16		40		\$7,424
	Plans, specs and estimate	4	8		40	4		\$6,492

TOTAL ESTIMATED HOURS BY LABOR CATEGORY 26 70 16 108 44 140

HOURLY RATE \$186.00 \$146.00 \$122.00 \$106.00 \$85.00

TOTAL ESTIMATED CHARGES BY LABOR CATEGORY \$4,836 \$10,220 \$1,952 \$11,448 \$3,740

Subtotal: \$32,196
Harbor Power \$11,965
DCG Expenses: \$100
TOTAL ESTIMATED MAXIMUM FEES: \$44,261

City of Gig Harbor - Gig Harbor Homeport							
Electrical Engineering & Design - CD ASR							
By: Ed David						Date: 30-Mar-22	
	Estimated Man-hours						
TASK	PRINCIPAL	ENGINEER	DESIGNER	CAD OPERATOR	TOTAL HOURS	EXTENSION	FEE PER PHASE
1. Utility Company Coordination	18.0						\$2,430
Service Application/Plan Submittal		16.0			16.0	\$2,160	
Meetings/coordination		2.0			2.0	\$270	
2. Plans & Specifications - Concept							
Concept Plan & Cost Estimate	No Change						
3. Plans & Specifications	83.0						\$9,535
Electrical Single Line Diagrams	2.0	8.0	8.0	12.0	30.0	\$3,330	
Electrical Plan Sheets	2.0	8.0	8.0	12.0	30.0	\$3,330	
Electrical Details	1.0	4.0	4.0	4.0	13.0	\$1,495	
Specifications	1.0	4.0			5.0	\$715	
Cost estimate(s) - two estimates	1.0	2.0	2.0		5.0	\$665	
3. Bidding Assistance							
Respond to Contractor Questions	No Change						
Addendum Preparation (if necessary)	No Change						
4. Construction Administration (CA)	Excluded - To be determined						
Assumptions:							
- Add upland service design/util. coord.							
- Add unit substation design/spec.							
due to 50A/240V outlet reqmt change.							
Project Totals:	7.0	44.0	22.0	28.0	101.0		\$11,965
Rates	\$175.00	\$135.00	\$110.00	\$85.00		Avg. Rate	\$118.47
	EMACC (k\$)	\$300		Dwg Qty	3.0		
	Design Fee %	3.99%		Des. Hrs/Dwg	33.67		
	Note: % above excludes CA						



Attachment 2 – Hourly Rates Summary

Seattle
9706 4th Ave NE, Suite 300
Seattle, WA 98115
tel 206.523.0024

Mount Vernon
2210 Riverside Dr, Suite 110
Mount Vernon, WA 98273
tel 360.899.1110

Federal Way
31620 23rd Ave S, Suite 307
Federal Way, WA 98003
tel 253.237.7770

Whidbey Island
1796 E Main St, Suite 105
Freeland, WA 98249
tel 360.331.4131



Davido Consulting Group, Inc.
2022 Hourly Billing Rates
Effective: 1/1/2022

Position	Rate
Principal Engineer/President	\$266
Principal Engineer	\$266
Engineer VI	\$198
Engineer Tech VII	\$168
Engineer V	\$169
Engineer Tech VI	\$162
Engineer IV	\$155
Engineer III	\$139
Engineer Tech V	\$124
Engineer Tech IV	\$115
Engineer II	\$110
Environmental Scientist	\$117
Project Coordinator	\$109
Engineer I	\$95
Engineer Tech III	\$95
Engineer Tech II	\$91
Administrative Assistant	\$88
Engineer Tech I	\$78



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

Meeting Date: September 12, 2022

SUBJECT: Agreement with CivicPlus for NextRequest Public Records Request Portal

SUBMITTED BY: Josh Stecker, City Clerk

DEPARTMENT: Administration

PHONE: 853-7613

SUGGESTED MOTION: Move to authorize the Mayor to execute an annually renewing agreement with CivicPlus for NextRequest public records request portal.

BACKGROUND INFORMATION: The City has been exploring enhancement opportunities for processing public records requests. The City's website provider, CivicPlus, recently acquired the NextRequest public records request processing platform.

NextRequest integrates with the City's website to allow residents to request and review records on a public platform. All residents will be able to see requests made by other residents and, when appropriate, will have access to the records provided in response. The portal will automatically guide requestors to records that may already be available online or to other agencies if the City is not the record keeper for the types of records they are requesting.

NextRequest also provides advanced back-end coordination features that will make it easier for staff to collaborate and ensure requests are being fulfilled in an efficient manner. The program features a redaction tool that will save staff time when dealing with sensitive records that must be reviewed before being disclosed.

FISCAL CONSIDERATION: A public records request portal was not included in City's 2022 Budget. Sufficient funds exist in the Administration General Fund so that a budget amendment will not be necessary. The annual rate for this service is \$11,184 with up to a 5% annual rate increase due to inflation.

Expenditure Required: \$8,388.00	Amount Budgeted: \$0	Appropriation Required: \$0
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BOARD/COMMISSION/COMMITTEE RECOMMENDATION: None.

ATTACHMENTS: CivicPlus Quote

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

NextRequest for City of Gig Harbor, WA

Prepared for: Josh Stecker

Prepared by: Brandon Sifrar (NextRequest)

Date: Aug 10, 2022

What do I get with NextRequest?	<i><u>An all-in-one platform for managing records requests</u></i> across your entire agency. It's an annual subscription and includes: • Workflow Tools • Document Hosting & Management • Dashboards and Custom Reporting • Request Diversion • Regular Product Improvements and Feature Updates
Security?	We protect your information using: • SOC 2 Security Audit • Encryption and Threat/Uptime Monitoring • See a full overview at: nextrequest.com/security •
Technical Requirements?	NextRequest is entirely web based and software-as-a-service • Everything in the cloud - no downloads or installations • Works on all modern web browsers



NextRequest & City of Gig Harbor, WA Agreement

Current Date: Aug 10, 2022 (valid for 60 days from Current Date)

Customer	City of Gig Harbor, WA	Term Start Date	9/1/2022
Address	3510 Grandview Street, Gig Harbor, WA, 98335	Invoicing Date	1/1/2023
Primary Contact	Josh Stecker	Renewal Date	1/1/2024
	jstecker@gigharborwa.gov		

Billing Contact			PO
Name: Josh Stecker	Email: jstecker@gigharborwa.gov	Phone: 253-853-7613	Yes/No

Name	Price	QTY	Subtotal
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NextRequest Standard License (monthly pricing, billed annually) • Unlimited Staff users • Up to 10 Admin-Publisher users • Up to 2 TB of storage • Core Features: • Public Request Portal • Public Reading Room • Premier Security Package • Premium Email Monitoring Suite • Email notifications • Automatic Reminders • Task assignment and tracking • Time Tracking • Invoicing • Review and Redaction Features: • Redaction with unlimited users • RapidReview (Batch and Draft Redaction) • OCR (Optical Character Recognition) • IT & Compliance Features: • Retention • Single Sign-On • Custom URL • Online Payments (with approved payments processor) • SOC 2 Type II Audit • CJIS & HIPAA Compliance (with BAA)	\$699.00	16	\$11,184.00
Standard Set Up & Onboarding (One-time) • Dedicated Onboarding Team • Kickoff Call • Up to 1 dedicated training session (60 minutes) • Go-Live Project Plans • Weekly Group Training Webinars • In-app Training • Video Tutorials • Knowledge Base Articles • Service Level Agreement	\$1,500.00	1	\$1,500.00
Set Up Waiver If signed by 8/31/2022	-\$1,500.00	1	-\$1,500.00
One-Time Credit for Service One-Time Credit of \$699 applied for 4 months of service.	-\$699.00	4	-\$2,796.00

Subtotal **\$8,388.00**



Total	\$8,388.00
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Acceptance

Acceptance of this Account Order Form is subject to the NextRequest Terms and Conditions available at <https://www.nextrequest.com/terms-conditions> and includes acceptance of the following: NextRequest's maximum liability in performance of the Services to the Customer listed above is limited to the total amount of fees received during the 12 month period immediately preceding the event giving rise to such liability, except this limitation will not apply to NextRequest's indemnification obligations, if any, for intellectual property infringement or personal injury, for which the maximum indemnification liability in aggregate shall be \$1,000,000.

Renewals

Pricing may be subject to a standard 5% annual increase to account for application improvements, new features and inflation.

Download our W-9 at: [nextrequest.com/w-9](https://www.nextrequest.com/w-9) (password: *foiasoftware*)

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
W	Sept. 7	5:30pm	Parks Commission	CANCELLED
TH	Sept. 8	12:00pm	Lodging Tax Advisory Committee	CANCELLED
TH	Sept. 8	2:00pm	City Council Retreat	
TH	Sept. 8	5:00pm	Design Review Board	CANCELLED
M	Sept. 12	5:30pm	City Council	See Agenda
TU	Sept. 13	3:30pm	Lodging Tax Advisory Committee	Special Meeting: Review of 2023 Lodging Tax Grant Applications
W	Sept. 14	10:00am	Arts Commission	Work Plan
TH	Sept. 15	2:00pm	City Council Study Session	Harbor Hope Center Presentation 2022 Active CIP Schedule Update Conservation Easement on Phase 3 Conservation Property
TH	Sept. 15	5:00pm	Planning Commission	
TU	Sept. 20	12:00pm	Lodging Tax Advisory Committee	Special Meeting: Review of 2023 Lodging Tax Grant Applications
TU	Sept. 20	1:30pm	Hearing Examiner	Olympic Commercial Center
M	Sept. 26	5:30pm	City Council	Consent Agenda: • Appointments to DRB • Agreement with Harbor History Museum for Maritime Gallery Grant Funding • Interlocal Agreement with Puyallup Tribe for Conservation Property Matching Funds • Agreement for Court Security Presentation: • SSHAP Legislative Agenda - Jason Gauthier, SSHAP Manager • Gig Harbor Senior Center - New Business: • First Reading and Adoption of Ordinance 1496 Amending Salary Schedule • Professional Services Contract w/ HBB Landscaping Architects for Crescent Creek Park Master Plan • First Reading and Adoption of Ordinance 1498 Repealing GHMC 2.04.010 Study Sessions • First Reading and Adoption of Ordinance 1499 Requiring Oath of Office for Police Officers • First Reading and Adoption of Ordinance 1500 Establishing Property Surplus Policy • First Reading and Adoption of Ordinance 1501 Providing for Correction of Errors • First Reading and Adoption of Ordinance 1502 Establishing Flag Display Policy • Professional Services Contract Amendment #2 for Austin Estuary Park Structural Design
TH	Sept. 29	2:00pm	City Council Study Session	2023-24 Budget Process Overview Youth Council Discussion
W	Oct. 5	5:30pm	Parks Commission	2023-24 Budget Review 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.

TH	Oct. 6	5:00pm	Planning Commission	Chair Election & Bylaw Update, 2022 Comp Plan Docket
M	Oct. 10	5:30pm	City Council	
W	Oct. 12	10:00am	Arts Commission	
TH	Oct. 13	2:00pm	City Council Study Session	2023 Legislative Agenda Stormwater Management and Site Development Manual Update 2022 Active CIP Schedule Update
TH	Oct. 13	5:00 pm	Design Review Board	Chair Election & Bylaw Review
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	1:30pm	Hearing Examiner	Babich Bailey Netshed
TU	Oct..18	2:00pm	City Council Study Session	Budget Study Session #2 (Court, Marketing, Parks, Streets, Water, Sewer, and Storm)
TH	Oct. 20	5:00pm	Planning Commission	
M	Oct. 24	5:30pm	City Council	Staff Report: Third Quarter Budget Update
TH	Oct. 27	2:00pm	City Council Study Session	Budget Study Session
TH	Oct. 27	5:00pm	Design Review Board	
M	Nov. 14	5:30pm	City Council	Consent: - Approval of Parks Commission and Arts Commission Work Plans 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	2023 Legislative Agenda 2022 Active CIP Schedule Update
M	Nov. 28	5:30pm	City Council	Old Business: - Public Hearing: Second Reading and Adoption of Ordinance XXXX Adopting the 2023-24 Budget New Business: - Resolution XXXX Approving 2023 Lodging Tax Expenditures - Resolution XXXX Adopting 2023 Legislative Agenda
TH	Dec. 1	2:00pm	City Council Study Session	Stormwater Management Action Plan
M	Dec. 12	5:30pm	City Council	Consent Agenda: Consultant Services Contract with Gordon Thomas Honeywell for Lobbying Services
TH	Dec. 15	2:00pm	City Council Study Session	2022 Active CIP Schedule Update
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*