

AGENDA
GIG HARBOR CITY COUNCIL MEETING
Monday, September 26, 2022 – 5:30 p.m.
Virtual Meeting

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

This meeting may also be viewed live in the Community Rooms at the Civic Center. All participants will be engaging in the meeting via Zoom.

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 Retreat Minutes - September 8, 2022.pdf](#)

[City Council Minutes - September 12, 2022.pdf](#)

[City Council Study Session Minutes - September 15, 2022.pdf](#)

2. Purchase Order for Odor Control Media with PureAir Filtration for WWTP Odor Control Units

Documents:

[AGENDA BILL WWTP Odor Control Media.pdf](#)

3. Professional Services Contract with Seattle's Finest Security & Traffic Control, LLC, for Court Security

Documents:

[AGENDA BILL PSC for Court Security.pdf](#)

4. Approval of Vouchers

Check numbers 98780 through 98884 and ACH payments in the amount of \$551,039.20.

PRESENTATIONS

1. SSHAP State Legislative Priorities

Presentation by Jason Gauthier, SSHAP Manager

Documents:

[SSHA3P Legislative Priorities Presentation.pdf](#)

MAYOR'S REPORT

CITY ADMINISTRATOR'S REPORT

PUBLIC COMMENT ON NON-AGENDA ITEMS

NEW BUSINESS

1. Ordinance 1498 Repealing Section 2.04.020 of the Gig Harbor Municipal Code Related to Study Sessions

Suggested Motion: Move to approve Ordinance 1498.

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

Documents:

[AGENDA BILL Ordinance 1498.pdf](#)

2. Professional Services Contract with Peterson Structural Engineers, Inc. for Austin Estuary Monument Foundation Engineering

Suggested Motion: Move to approve and authorize the Mayor to execute a Professional Services Contract with Peterson Structural Engineers, Inc. in an amount not to exceed \$2,850.00.

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

Documents:

[AGENDA BILL PSC Honoring Symbol Foundation Engineering.pdf](#)

3. Vendor Agreement between Pierce County and City of Gig

Harbor for the Low Income Home Water Assistance Program (LIHWAP)

Suggested Motion: Move to authorize the City Administrator to execute and sign a vendor agreement with Pierce County.

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

Documents:

[AGENDA BILL LIHWAP Vendor Agreement.pdf](#)

4. First Reading and Adoption of Ordinance 1496 Amending the City's Personnel Salary Schedule

Suggested Motion: Move to approve Ordinance 1496.

- a) Report: Interim HR Director Shannon Costanti
- b) Clarifying questions from Council
- c) Public comment
- d) Council deliberation and action

Documents:

[AGENDA BILL Ordinance 1496.pdf](#)

COUNCIL REPORTS / COMMENTS

ANNOUNCEMENT OF UPCOMING MEETINGS

Documents:

[Upcoming City Meetings.pdf](#)

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

ADJOURN

PUBLIC COMMENT & DECORUM

The City Council desires to allow a maximum opportunity for public comment.

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

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

using your phone to call in, you may need to press *6 to unmute yourself. All speakers will have up to three minutes to speak.

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

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

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 RETREAT
Thursday, September 8, 2022 – 2:00 p.m.

CALL TO ORDER / ROLL CALL: Mayor Markley called the meeting to order at 2:05 p.m. Councilmembers Barber, Denson, Henderson, Lykins, Rodenberg, and Woock were present. Councilmember Storset was present via teleconference.

RETREAT DISCUSSION: With the assistance of facilitator Marilynne Beard, Council discussed different communication styles. Council also collaborated on ideas for a code of conduct for councilmember behavior outside of council meetings. Council expressed by consensus that it would like to develop a code of conduct and a social media policy.

ADJOURN: The meeting adjourned at 5:03 p.m.


Josh Stecker
City Clerk

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

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

CONSENT AGENDA:

1. City Council Minutes: City Council Minutes - August 8, 2022; City Council Study Session Minutes - August 11, 2022; City Council Special Meeting Minutes - August 18, 2022
2. Professional Services Contract with Community Attributes, Inc., for a Housing Needs Assessment
3. Reappointment of Stephanie Lile and Jannae Mitton to the Lodging Tax Advisory Committee
4. ~~Appointment of Alison Snodgrass and Jason Jordan to the Planning Commission~~
5. Professional Services Contract for Stormwater Management and Site Development Manual Update 2022
6. Professional Services Contract Amendment #1 for Gig Harbor Sports Complex Phase 1B
7. Professional Services Contract Amendment #2 for Public Works Operations Center
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.

Consent Agenda Item 4 was moved to New Business Item 5 at the request of Councilmember Woock.

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

VOTE: Approved 6-1; Councilmember Woock opposed.

PRESENTATIONS: Mayor Markley presented certificates of appreciation to volunteers who watered the flowered baskets downtown this summer.

MAYOR'S REPORT: Mayor Markley reported on the Harbor Hounds event and the upcoming unveiling of the Honor Symbol at Austin Park.

CITY ADMINISTRATOR'S REPORT: Katrina Knutson reported on changing COVID-19 regulations and the upcoming employee survey.

PUBLIC COMMENT ON NON-AGENDA ITEMS: None.

EXECUTIVE SESSION: Council entered into executive session to discuss potential litigation per RCW 42.30.110(1)(i) at 5:48 p.m. The Mayor announced that the executive

session would last for 15 minutes with no action to be taken following the executive session.

Council returned to regular session at 6:03 p.m.

NEW BUSINESS:

- 1. Public Hearing, First Reading and Adoption of Ordinance 1497 Renewing the Moratorium on Acceptance of New Lodging, Level 1 Applications –** Principal Planner Carl de Simas introduced the ordinance which will extend the City's current moratorium on accepting new short-term rental applications.

Public Hearing: Karen McDonell, Carolyn Allen, Glenn Peterson, Edward Nagler, and Bonnie O'Malley commented in support of the ordinance.

MOTION: Move to approve Ordinance 1497 (Denson/Rodenberg).

VOTE: Unanimously approved.

- 2. Professional Services Contract Amendment 1 for 38th Ave Half-Width-Roadway Improvements Phase 2 – Sewer main –** Public Works Director Jeff Langhelm introduced the contract amendment.

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. (Woock/Henderson).

VOTE: Unanimously approved.

Council entered into recess at 6:42. Council reconvened at 6:49 p.m.

- 3. Professional Services Contract Amendment for Commercial Fishing Homeport -** Public Works Director Jeff Langhelm introduced the contract amendment.

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. (Rodenberg/Woock).

VOTE: Unanimously approved.

- 4. Agreement with CivicPlus for NextRequest Public Records Request Portal –** City Clerk Josh Stecker introduced the agreement which will authorize a portal for residents to submit public records requests to the City.

MOTION: Move to authorize the Mayor to execute an annually renewing agreement with CivicPlus for NextRequest public records request portal (Lykins/Storset).

VOTE: Unanimously approved.

5. Appointment of Alison Snodgrass and Jason Jordan to the Planning Commission - City Clerk Josh Stecker provided Council an overview of the appointee selection process.

MOTION: Move to appoint Alison Snodgrass and Jason Jordan to the Planning Commission with terms expiring June 30, 2026 (Barber/Denson).
VOTE: Approved 6-1; Councilmember Woock opposed.

COUNCIL REPORTS / COMMENTS: Councilmember Barber reported on the rock display at the Civic Center. Councilmember Henderson reported on the 9/11 memorial. Councilmember Lykins reported on the latest WSPER meeting, Senior Center activities, and latest COVID updates. Councilmember Woock commented on Pacific Avenue crosswalk improvements. Councilmember Denson reported on the Korean Moon Festival and a police ride along. Councilmember Storset reported on a successful Race for a Soldier event.

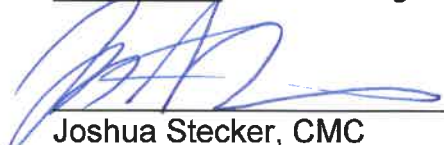
EXECUTIVE SESSION: Council entered into executive session to discuss potential litigation per RCW 42.30.110(1)(i) and the acquisition of real estate per RCW 42.30.110(1)(b) at 7:12 p.m. The Mayor announced that the executive session would last for 10 minutes with action to be taken following the executive session.

At 7:23 p.m. the executive session was extended for an additional 5 minutes. At 7:29 p.m. the executive session was extended and additional 3 minutes.

Council returned to regular session at 7:32 p.m.

MOTION: Move to approve the participation agreement and allocation agreement for the opioid litigation (Lykins/Woock).
VOTE: Unanimously approved.

ADJOURN: The meeting adjourned at 7:35 p.m.



Joshua Stecker, CMC
City Clerk

MINUTES FOR GIG HARBOR CITY COUNCIL STUDY SESSION
Thursday, September 15, 2022 – 2:00 p.m.
Virtual Meeting

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

DISCUSSION ITEMS:

- 1. Harbor Hope Center Presentation** – Executive Director Daniel Johnson provided Council with a PowerPoint presentation on the mission and actions of the Harbor Hope Center to break the cycle of youth homelessness and requested the support of Council.
- 2. 2022 Active CIP Schedule Update** – Public Works Director Jeff Langhelm provided a status update on the City’s active capital improvement projects and answered Council questions.
- 3. Conservation Property Phase 3 Conservation Easement** – City Administrator Katrina Knutson informed Council of the option to add a conservation easement to the North Creek Conservation Phase 3 property and asked for direction from Council. City Attorney Daniel Kenny also addressed Council.

Council would like staff to move forward with acquiring a third-party entity to place a conservation easement on the property for the City.

ADJOURN: The meeting adjourned at 3:25 p.m.

Tiffany Aliment
Assistant City Clerk



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

Meeting Date: September 26, 2022

SUBJECT: Purchase Order for Odor Media with PureAir Filtration for the City of Gig Harbor WWTP Odor Control Units

SUBMITTED BY: Charles Roy, Superintendent

DEPARTMENT: WWTP/Public Works

PHONE: 253-851-8999

SUGGESTED MOTION: Approve and authorize the Finance Department to issue a Purchase Order to PureAir Filtration for the procurement of Odor Media for the Wastewater Treatment Plant Odor Control System, in an amount not to exceed \$41,106.42.

BACKGROUND INFORMATION: In 2010, an odor control scrubber system was installed at the Wastewater Treatment Plant for the Headworks and Dewatering buildings. The purpose of these two separate odor control tanks is to target a broad range of gases which cause corrosion, odor, and other undesirable gases. The odor control media loses its potency and is required to be replaced every 5 years.

The formal bidding process was followed. Following are the bid results:

Bidder	Total Bid Amount
1. PureAir Filtration	\$41,106.42
2. Carbon Activated Corporation	\$42,890.27
3. ECS Environmental Solutions	\$52,876.80
4. New Terra/Tigg	\$62,069.53

*These bids include freight/shipping and sales tax.

FISCAL CONSIDERATION: This purchase was funded in the 2022 Wastewater Operating Budget.

Expenditure Required: \$41,106.42	Amount Budgeted: \$46,000.00	Appropriation Required: \$0
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BOARD/COMMISSION/COMMITTEE RECOMMENDATION: N/A

ATTACHMENTS: Purchase Order, Exhibit B, Odor Media Literature

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

RECEIVED

AUG 31 2022

City of Gig Harbor PW

7:54 am
nn

EXHIBIT B - BID PROPOSAL

A. Acknowledgement

The undersigned bidder declares that he has read the Contract Documents, understands the conditions of the City, and has determined for itself all situations affecting the work herein bid upon.

NOTE: Show unit prices in figures only. Any bid proposal with an incomplete bid item shall be considered non-responsive.

B. Bid Schedule

Primary Bid:

BID ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
1	SNI-C Activated Carbon Media (or comparable product) *	156	Cubic feet	\$ 125.64	\$ 19,599.84
2	PA 8 Adsorbent Alumina Permanganate Media (or comparable product) *	156	Cubic feet	\$ 116.55	\$ 18,181.80
SUB-TOTAL					\$ 37,781.64
SALES TAX @ 8.8 %					\$ 3,324.78
BID TOTAL					\$ 41,106.42

* All bids must include freight/shipping to: City of Gig Harbor, Wastewater Treatment Plant, 4216 Harborview Dr., Gig Harbor, WA 98332.

C. PROPOSAL SIGNATURE:

Bidder Signature: McKenzie Nunnally

Printed Bidder Name: McKenzie Nunnally

Company Name: PureAir Filtration

Address: 2905 Amwiler Road, Suite E,
Atlanta, GA 30360

Phone: 770-568-7942

Email: mmcmahan@pureairfiltration.com

*** END OF EXHIBIT B ***

Sulphasorb FeXL™ Adsorbent Media

PureAIR
FILTRATION

Basic Information:

- Sulphasorb FeXL™ is a 50/50 percent blend of Sulphasorb XL™ and Sulphasorb Fe™
- The ability to remove 45% of its weight in H₂S places it high above activated carbon
- Made from a high-iron content compound, Sulphasorb FeXL™, which is odorless and brown/orange in appearance, it is an all-around better choice than activated carbon for use in odor control scrubbers where H₂S levels exceed 50 ppm.

Note: Sulphasorb FeXL™ is typically used as a roughing filter in conjunction with other PureAir adsorbents to provide an effective, low-cost solution for complete odor removal.



General Description	Product Specifications	Removal Capability
• Very effective at capturing high levels of H₂S • Can be stored indefinitely without loss of capacity or effectiveness • Adsorbs light mercaptans (methyl and ethyl) as well as H₂S • Easily removed after use because it does not compact or bind • Works as a superior upgrade in performance and convenience to the iron sponge	• Particle Size: 4-5mm cylinders • Density: 640 kg/m³ (40 lbs/ft³) • Surface Area: See base products • Typical Moisture Content %: See base products • Crush Test: See base products • Abrasion Loss %: See base products • Relative Pressure Drop: See Curve F • CTC Value: See base products • Iodine #: See base products	• Hydrogen Sulfide: .30 g/cc or 45% by weight

+1 678.935.1431

Toll Free: 866.543.7479

www.PureAirFiltration.com

6050 Peachtree Pkwy Suite 240-187. Atlanta, GA 30092 U.S.A.



PureAir 8 Adsorbent Media

PureAIR
FILTRATION

Basic Information:

- PureAir 8 targets a broad range of gases that cause corrosion, odor, and other unwanted gases.
- PureAir Filtration starts with the highest grade activated alumina to ensure that the greatest possible adsorption capacity is reached. This alumina is then impregnated with potassium permanganate.
- PureAir Filtration adds a proprietary additive during the process in order to keep all eight percent of the permanganate available for reaction.



PureAir 8 has been developed to have roughly twice the capacity of PureAir 4. This media meets the requirements for UL certification.

General Description	Product Specifications	Removal Capability
Spherical or cylindrical porous pellets formed from a combination of powdered activated alumina and other binders, suitably impregnated with potassium permanganate to provide optimum adsorption, absorption, and oxidation of a wide variety of gaseous contaminants.	• Particle Size: 4mm sphere • Density: 800 kg/m³ (50 lbs/ft³) • Surface Area: 350 m²/g • Typical Moisture Content %: 20% • Crush Test: 40 lbs - 60 lbs • Abrasion Loss %: 3% max • Relative Pressure Drop: See Curve A • Ignition Temperature: Non-ignitable • Permanganate Content: 8% minimum	• Hydrogen Sulfide: 14% min by weight, or 0.112 grams per cc (per ASTM D6646-03) • Sulfur Dioxide: 7% by weight • Nitric Oxide: 5% by weight • Formaldehyde: 2.5% by weight • Nitric Dioxide: 20.96% by weight

+1 678.935.1431

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

Meeting Date: September 26, 2022

SUBJECT: Professional Services Contract with Seattle's Finest Security & Traffic Control, LLC, for Court Security

SUBMITTED BY: Stacy Colberg, Court Administrator

DEPARTMENT: Municipal Court

PHONE: (253) 853-7619

SUGGESTED MOTION: Authorize Judge Sandra Allen to execute Professional Services Contract with Seattle's Finest Security & Traffic Control, LLC, for court security

BACKGROUND INFORMATION: Since 2015 court security duties were performed by the Community Service Officer (CSO) which was a shared position between the Planning Department (code enforcement), the Police Department (evidence room), and the Municipal Court (court security). In the 2022 budget process the Community Service Officer (CSO) position was dismantled to meet other business needs, and the city council expressed desire to use Gig Harbor Police officers to perform court security duties before contracting with an outside agency.

After negotiations with Teamsters Local Union 117, an MOU for court security services was voted down by the union. The Municipal Court, through the RFP process, obtained bids from multiple court security agencies and selected Seattle's Finest Security & Traffic Control, LLC to perform the duties.

Seattle's Finest is a Washington State employer of generally commission armed off-duty law enforcement officers for various types of security and traffic control jobs all over the state. It was founded in 2002 by Raleigh Evans, a retired 20-year veteran police officer from Seattle Police Department. Seattle's Finest employs nine (9) full time administrative staff, including two (2) schedulers. Seattle's Finest has staffed many large scale events such as Seattle Seahawks, Seattle Sounders, UW Husky Football, concerts and events at CenturyLink Field, and many major construction projects. Seattle's Finest received #1 ratings from the National Football League during its annual audits of security operations at all NFL stadiums for four years in a row.

The contract with Seattle's Finest includes an agreement to identify Gig Harbor Police officers who wish to perform court security duties in an off-duty capacity for the Municipal Court and offer any and all available shifts first to Gig Harbor Police officers. Any shifts not filled by Gig Harbor Police officers will then be offered to the entire pool of law enforcement officers.

The Contract for Services, Exhibit A --Scope of Services, and Exhibit B --Court Security Guidelines have been agreed upon by the parties.

FISCAL CONSIDERATION: Per the contract court security will be paid at the rate of \$94 per hour for armed security and \$145 per hour for unavoidable overtime and

holidays. The total annual cost per year is not to exceed \$42,360 for fifty two (52) criminal court sessions and three (3) jury trials per year, including \$1,000 for any unforeseen expenses. Appropriation will not be required at this time because adequate funds exist within the Court's 2022 budget to cover the full expenditure.

The amount budgeted for 2022 includes salaries and benefits of the .2 FTE Community Services Officer (\$19,728).

Expenditure Required: \$42,360	Amount Budgeted: \$ 19,728	Appropriation Required: \$ 0
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BOARD/COMMISSION/COMMITTEE RECOMMENDATION: N/A

ATTACHMENTS: Professional Services Contract with Seattle's Finest Security & Traffic Control, LLC, for Court Security

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

**PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR MUNICIPAL COURT AND
SEATTLE'S FINEST SECURITY & TRAFFIC CONTROL, LLC**

THIS AGREEMENT is made by and between the City of Gig Harbor Municipal Court, a Washington municipal corporation (the "Court"), and Seattle's Finest Security & Traffic Control, LLC, a Limited Liability Corporation ("Seattle's Finest").

RECITALS

WHEREAS, Seattle's Finest is in the business of furnishing security services; and

WHEREAS, Gig Harbor Municipal Court desires to use the security services of Seattle's Finest, and Seattle's Finest desires to provide such services, on the terms and conditions set forth herein as more specifically described in **Exhibit A – Scope of Work**, and **Exhibit B – Court Security Guidelines**, and any addenda thereto which are attached hereto and incorporated by reference; and

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

TERMS

- 1. Protected Premises.** This Agreement shall be applicable to the premises of located at the Gig Harbor Civic Center, 3510 Grandview Street, Gig Harbor, WA 98335.
- 2. Term.** The term of this Agreement shall commence on October 1, 2022, and terminate on December 31, 2023, unless earlier terminated as specified herein, or unless extended by written agreement of the parties.
- 3. Services Furnished.** Seattle's Finest shall furnish to Gig Harbor Municipal Court uniformed armed security officers to provide security services as set forth in the scope of work ("Scope of Work") attached hereto and incorporated herein as **Exhibit A**. All work to be performed by the security officers furnished to the Court hereunder shall be performed in a professional and workmanlike manner in accordance with industry standards. Court security duties shall be performed by armed off-duty Washington State commissioned law enforcement officers.
- 4. Compensation.** In consideration for the services to be provided by Seattle's Finest hereunder, the Court agrees to pay Seattle's Finest \$94.00 per hour, per security officer, for armed services, and \$145.00 per hour per security officer for unavoidable overtime and holidays. Unavoidable overtime is defined as shift extensions that result for circumstances beyond Seattle's Finest control such as critical incidents, arrests, and jury trials that exceed an eight (8) hour day. Seattle's Finest holidays subject to overtime compensation are defined as New Year's Eve, New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day,

Labor Day, Veteran's Day, Thanksgiving Day, Day following Thanksgiving Day, and Christmas Day. There shall be no overtime costs except as described above. Seattle's Finest shall invoice the Court by the fifth day of the following month after services are rendered. The Court shall pay the full amount of an invoice within net 30 days of receipt. If the Court objects to all or any portion of any invoice, it shall so notify Seattle's Finest 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.

5. **Cancellation.** If a court session or jury trial is cancelled and security services are not needed, the Court will notify Seattle's Finest a minimum of twenty four (24) hours of the scheduled court date. In the event that less than twenty four (24) hours' notice is provided; the Court agrees to pay Seattle's Finest four (4) hours of compensation.
6. **License and Registration.** Seattle's Finest certifies that it is licensed in the State of Washington to perform the services specified herein and agrees that its license will be maintained during the term hereof. Seattle's Finest certifies that each of its security officers are registered with the appropriate governmental agencies, have successfully completed all legally required training and hold all the appropriate licenses, permits and registrations to carry out the Scope of Work at Gig Harbor Municipal Court's premises.
7. **Selection and Employment of Security Officers.** Seattle's Finest shall be responsible for all salaries and expenses of each security officer, and federal and state withholding, payroll and comparable taxes relating to its employees. Seattle's Finest shall select the officer(s) who will be assigned to the Court's premises, but Seattle's Finest agrees to respect the wishes of the Court in the assignment or removal of officers assigned to the Court's premises. Seattle's Finest shall offer all shifts to Gig Harbor Police officers first before offering shifts to other law outside enforcement agency officers.
8. **Supervision of Officers.** Supervision of officers furnished pursuant to this Agreement will be in accordance with **Exhibit A -- Scope of Work, Exhibit B -- Court Security Guidelines**, and Court General Rule 36.
9. **Indemnity.** Seattle's Finest shall defend, indemnify, and hold the Court, 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 Seattle's Finest in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Court.

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 Seattle's Finest and the Court its officers, officials, employees or volunteers, Seattle's Finest liability, including the duty and cost to defend, hereunder shall be only to the extent of Seattle's Finest negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes Seattle's Finest 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.

10. Insurance.

1. Seattle's Finest 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 Seattle's Finest, its agents, representatives, or employees.
2. No Limitation. Seattle's Finest maintenance of insurance as required by this Agreement shall not be construed to limit the liability of Seattle's Finest to the coverage provided by such insurance, or otherwise limit the Court's recourse to any remedy available at law or in equity.
3. Minimum Scope of Insurance. Seattle's Finest shall obtain at no cost to the Court and maintain said insurance in force for the duration of this agreement, insurance of the types described below:
 - i. 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.
 - ii. 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 Court shall be named by endorsement as an additional insured under Seattle's Finest Commercial General Liability insurance policy with respect to the work performed for the Court.
 - iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 - iv. Professional Liability insurance appropriate to the Professional's profession.
4. Minimum Amounts of Insurance. Seattle's Finest 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.

5. Seattle's Finest shall also maintain a five million dollar (\$5,000,000) umbrella policy.

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. Seattle's Finest insurance coverage shall be primary insurance as respect to the Court. Any insurance, self-insurance, or insurance pool coverage maintained by the Court shall be excess of the Seattle's Finest insurance and shall not contribute to it.
2. The Court will not waive its right to subrogation against the Seattle's Finest. Seattle's Finest insurance shall be endorsed acknowledging that the Court will not waive its right to subrogation. Seattle's Finest insurance shall be endorsed to waive the right of subrogation against the Court, or any self-insurance, or insurance pool coverage maintained by the Court.
3. Seattle's Finest 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 Court.
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 Court.

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

Seattle's Finest acknowledges that the Court is an agency governed by the public records disclosure requirements set forth in chapter 42.56 RCW. Seattle's Finest shall fully cooperate with and assist the Court with respect to any request for public records received by the Court concerning any public records generated, produced, created and/or possessed by Seattle's Finest and related to the services performed under this Agreement. Upon written demand by the Court, Seattle's Finest shall furnish the Court with full and complete copies of any such records within ten business days. Seattle's Finest failure to timely provide such records upon demand shall be deemed a material breach of this Agreement. To the extent that the Court incurs any monetary penalties, attorneys' fees, and/or any other expenses as a result of such breach, Seattle's Finest shall indemnify and hold harmless the Court as set forth in Section 9. 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.

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

12. **Termination.** The Court may immediately terminate this Agreement with notice for a material breach of any term or condition of this Agreement. Either party may terminate this Agreement upon thirty (30) days written notice. Any such notice shall be given to the address specified below. In the event that this Agreement is terminated by the Court other than for fault on the part of Seattle's Finest, a final payment shall be made to Seattle's Finest for all services performed.
13. **Non-Discrimination.** Seattle's Finest 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. Seattle's Finest understands that if it violates this provision, this Agreement may be terminated by the Court and that Seattle's Finest may be barred from performing any services for the Court now or in the future.
14. **Independent Contractors.** 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.
15. **Work Performed at Seattle's Finest Risk.** Seattle's Finest 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 Seattle's Finest own risk, and Seattle's Finest shall be responsible for any loss of or damage to materials, tools, or other articles used or held by Seattle's Finest for use in connection with the work.
16. **Mediation.** Any dispute, controversy or claim arising out of or relating to this Agreement, or the alleged breach hereof, shall be submitted to mediation in Washington, before a mediator agreed upon by the parties before any party may commence litigation.
17. **Assignment.** Neither the rights nor obligations under this Agreement may be assigned, transferred, pledged, or hypothecated by any party hereto, except that this Agreement shall be binding upon and inure to the benefit of any successor of Seattle's Finest, whether by merger, purchase or otherwise.
18. **Notices.** All notices, consents, requests, instructions, approvals, and other communications provided for herein shall be validly given, made or served, if in writing and delivered personally, by fax with confirmation of receipt (except for legal process) email or certified mail, postage prepaid to:

SEATTLE'S FINEST:
ATTN: Raleigh J. Evans
P.O. Box 209
West Glacier, MT 59936
(253) 225-1056
rjevans@seafinest.com

GIG HARBOR MUNICIPAL COURT:
ATTN: Court Administrator
3510 Grandview Street
Gig Harbor, WA 98335
(253) 853-7619
court@cityofgigharbor.net

19. **Non-Waiver of Breach.** The failure of the Court 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.

20. 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 Court Administrator and the Court shall determine the term or provision's true intent or meaning. The Court Administrator 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 Court and Seattle's Finest under any of the provisions of this Agreement which cannot be resolved by the Court Administrator determination in a reasonable time, or if Seattle's Finest does not agree with the Court's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Kitsap County Superior Court, Kitsap 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.

21. Amendment or Modification. This Agreement shall not be amended, modified, or supplemented in any respect except by a subsequent written agreement entered into by both parties hereto.

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

SEATTLE'S FINEST

GIG HARBOR MUNICIPAL COURT

By: _____
Raleigh J. Evans

By: _____
Judge Sandra Allen



Judge Sandra L. Allen

GIG HARBOR MUNICIPAL COURT

3510 Grandview Street | Gig Harbor, WA 98335

Phone (253) 851-7808 | Fax (253) 853-5483 | www.cityofgigharbor.net

SCOPE OF SERVICES --COURT SECURITY

The [agency] shall provide court security services to the Gig Harbor Municipal Court. The Gig Harbor Municipal Court will provide a magnetometer hand wand for use in screening all individuals entering the courtroom. The [agency] shall ensure that all officers assigned to the Gig Harbor Municipal Court have received training on the use and application of these devices and are retrained as necessary to maintain proficiency and any associated certifications.

The court security officer shall be either a General authority Washington peace officer or a Specially commissioned Washington peace officer as defined in RCW 10.93 and be equipped with appropriate issued department duty gear.

The court security officer shall:

- Direct each individual entering the courtroom through one designated entry point and screen them for weapons, contraband, or other dangerous objects. The detection of prohibited objects will be accomplished by the use of electronic wands, pat-down searches, and bag searches.
- Upon discovery of weapons or other prohibited items, refuse entry to the bearer and direct them to immediately leave the Court building, or if applicable, allow person to store weapon per Court's weapon storage procedure listed in "Exhibit B".
- It will be the [agency] responsibility to keep the security station staffed at all times during the scheduled hours.
- Immediately notify GHPD and court staff of potentially dangerous individuals.
- Pursuant to GR 36, the court security officer should make a record of each security threat or incident involving court personnel, litigants, attorneys, witnesses, jurors, or others using the courthouse. It also includes any event or threatening situation that disrupts the court or compromises the safety of the court community, as soon as practicable, but no later than two days after the incident. The report shall be provided to the Court Administrator.
- Pursuant to RCW 2.28, the court security officer shall immediately report to the judge the presence of any officer in the courthouse for purpose of civil arrest of a defendant. The officer shall document the date, defendant name, and arresting agency. A copy of the civil arrest order shall be immediately provided to the judge for review prior to the defendant's arrest.
- As requested, be available in the event of trials or deliberations extending beyond scheduled times.
- Conduct all activities in a professional and appropriate manner.
- Court security officer will be in uniform and easily identified as court security.
- Be familiar with emergency evacuation routes.
- Be familiar with the location of fire extinguishers, first aid kits, fire alarm pull stations, panic buttons, etc.
- Shall not be responsible for court transports or moving prisoners to/from bathrooms.



Judge Sandra L. Allen

GIG HARBOR MUNICIPAL COURT

3510 Grandview Street | Gig Harbor, WA 98335

Phone (253) 851-7808 | Fax (253) 853-5483 | www.cityofgigharbor.net

COURT SCHEDULE		
Traffic Court (virtual)	2 nd Tuesday each month	No court security needed
Criminal Court (in person)	Wednesdays 8:30am-4:00pm	Court security required
Jury Trials (in person)	3 rd or 4 th Thursday each month (varies) 7:30am-5pm	Court security required
Should a recognized holiday fall on a normally scheduled court date, a special docket may be held on another day of the week.		



EXHIBIT B

COURT SECURITY PLAN AND PROCEDURES

Background

Due to the nature of activities conducted by the Gig Harbor Municipal Court, additional levels of security are required to ensure safety during court proceedings. The safety and security of the public and city/court employees is a primary concern of the Gig Harbor Municipal Court and the Gig Harbor City Council. As such, funding has been provided for court security services.

Security Threat

The most realistic security threat is a distraught individual or individuals who take exception to a Court ruling, a Prosecuting Attorney's effort, has mental health issues, or has disagreement with a fellow citizen or spouse regarding some legal action that has brought them into proximity of each other.

Purpose

This plan establishes the security procedures to be in place to protect the public and city/court employees entering the Municipal Court. It does not address courtroom security other than initial response to incidents within the building.

Definitions

- a. Security access point – main point of entry into the Gig Harbor Municipal Courtroom.
- b. Secure area – that area beyond the security checkpoint.
- c. Court Security Officer - police officers supplied by the agency working under the direct supervision of the Municipal Court Judge and/or Court Administrator.
- d. Restricted area – an area not open to the public.
- e. High security area – those areas designated as limited access areas such as judge's chambers, clerk's office and jury room.

Security Procedures for Entering the Gig Harbor Municipal Courtroom

- a. The public entrance into the Gig Harbor Municipal Court will be the main courtroom door inside the front entrance of the building. The public will be restricted to public places within the Gig Harbor Municipal Court unless a city/court employee allows them into the restricted/high security areas.
- b. All public and city employees entering the Municipal Court during operational hours will pass through the security access point unless physically unable. Any person refusing to submit to this screening process shall be denied access to the courtroom.
- c. Certified law enforcement officers shall be allowed access to the courtroom without the need for weapons screening. Certified law enforcement officers who are not in uniform are required to provide department identification prior to being allowed in the courtroom area without being screened.
- d. Prohibited items within the Gig Harbor Municipal Court are listed in Appendix A.

- e. The security access point will be staffed by a court security officer who will facilitate the flow of individuals through the courtroom entrance and visually check briefcases, purses, and other carried items. The police officer may use a handheld metal detector to assist in locating metal objects or any unauthorized material. The following procedures will be followed:

1. Only briefcases or purses will be allowed beyond the security access area. If a member of the public brings in a backpack or other large bundle, they will be advised to secure it outside the building in their vehicle.
2. The individual, when entering the screening area, will be asked to remove all metallic items from their pockets or person and place them in the provided container. Carried containers or items will be placed on the table.
3. The individual shall be screened using the handheld device before entering the courtroom. If the individual continually fails this procedure, they may be denied access to the courtroom. This will be at the sole discretion of the Municipal Court Judge and/or Court Administrator.
5. Once the individual has been checked for metallic items, the court security officer will visually inspect the personal possessions in the container. If any objects appear to be of an illegal nature, the court security officer will deny that person access to the courtroom.
6. If the individual has a purse, briefcase or other carried item, the court security officer will ask them to open it to visually inspect the contents. If the court security officer is still unable to do a thorough inspection, they will ask the individual if they will allow the court security officer to look through the container. If the individual will not give consent, the individual will be advised the item will need to be secured in their vehicle prior to entering the courtroom. Individuals bringing in electronic equipment (such as laptops) will be asked to turn them on to see if they are operational.
8. Upon discovery of weapons or other prohibited items, the court security officer shall refuse entry to the bearer and direct them to immediately leave the Court building, or if applicable, allow the person to store their weapon per the court's weapon storage procedure listed below or take the bearer into custody.
9. If staff cannot prevent an individual from entering the building without being screened, police and court staff will immediately be notified.
10. Re-entry into the courtroom will be allowed only if rescreened.
11. Court security officers will be aware that persons with disabilities may have special needs or requirements during the screening process:
 - o Individuals with disabilities will not be automatically waved through a weapons-screening station.
 - o If an individual is in a wheelchair or electric cart, they will be searched with the use of the handheld metal detector, keeping in mind that weapons can be concealed in auxiliary aids such as manual or powered wheelchairs, crutches, personal backpacks, or orthopedic and prosthetic appliances.
 - o Court security officers will be polite at all times and act as discretely as possible when handling personal items, i.e., a backpack containing a colostomy bag, prosthesis, or a wheelchair, etc.

Procedures for Weapons Storage

Weapon lock boxes are located in the interior lobby of the Municipal Court, but outside the security checkpoint. The following procedures will be followed if a citizen wishes to store their weapon:



1. As a citizen declares that he/she wishes to store a legal weapon, the Police Officer shall instruct the citizen to keep the weapon secured until locked in an available weapons storage locker. The citizen shall obtain a lock box key from court staff.
2. The key to any occupied pistol lockers shall be stored by the citizen.

Response to Incidents in the Gig Harbor Municipal Court

- a. The court security officer will attempt to resolve any issues that occur at the security checkpoint or courtroom. Court staff will be notified of any disruptions or problems in the screening process and will contact police for assistance as appropriate.
- b. Panic buttons are installed in critical areas within the Municipal Court. These buttons set off alarms in the 911 Communications Center and a dispatcher will take action to notify the appropriate agencies.
- c. Court staff shall call 911 in the case of an emergency that the court security officer is not able to immediately resolve, and if able to do so under emergency situations.

Review/Changes to Security Plan

The Municipal Court Judge, Court Administrator and Police Department will review the overall security plan as needed. The Municipal Court has responsibility for this plan.



Appendix A: Items prohibited/controlled in the Gig Harbor Municipal Court:

In accordance with Washington State Law, certain items are prohibited in a Courtroom. Signs will be posted at the building's entrance and at the security entrance point designating prohibited items.

The following items are prohibited within the Gig Harbor Municipal Court. Additional items may be prohibited as determined by Police, Court Staff, or agency.

Deadly Weapon as defined under RCW 9A.04.110

Guns (unless Law Enforcement Official)	Throwing Stars
Knives	Fireworks
Explosives	Ice Axes/Picks
Box cutters/Mail openers	Meat Cleavers
Scissors (Pointed tips and blades over four inches in length)	Razor type blades
Realistic Replicas of Firearms	Sabers
Starter Pistols	Swords
Axes and Hatchets	Clubs
Cattle Prods	Arrows
Crowbars Hammers	Pool Cues
Saws	Baseball Bats
Tools (greater than seven inches)	Spear Guns
Billy Clubs	Ski Poles
Black Jacks	Ammunition
Brass Knuckles	BB Guns
Mace/Pepper Spray	Compressed Air Guns
Night Sticks	Flare Guns
Nunchakus	Pellet Guns
Stun Guns	Any other items currently on TSA Hazardous Items List.
Tazers	



STATE LEGISLATIVE PRIORITIES

CITY OF GIG HARBOR COUNCIL MEETING

SEPTEMBER 26, 2022

JASON GAUTHIER, SSHĀ³P MANAGER

AGENDA

- Overview of previous SSHA³P Legislative Priorities
- Priorities
- Support | Monitor | Oppose
- Timeline



HISTORICAL OVERVIEW

2020 Priorities

- Investments in the Housing Trust Fund
- Flexible local funding options
- Equitable allocation of the Housing Trust Fund
- Utilize Pierce County as home to pilot programs and policy to provide attainable housing for all.

2021 Priorities

- Expand availability of MFTE to small jurisdictions
- Fund resources for rent, foreclosure prevention, and utility assistance.
- Preserve and Fund the Housing Trust Fund
- Local graduated REET options

2022 Priorities

- Providing funding for comprehensive plan updates
- Funding and policy decisions in support of affordable homeownership
- Increase Housing Trust Fund and create new resource tools for local governments
- Reform SEPA to streamline review
- Prioritize resources and policies to limit evictions
- Create tools for local governments to fund land acquisition around transit centers



PRIORITIES

- Stability
- Subsidy
- Supply



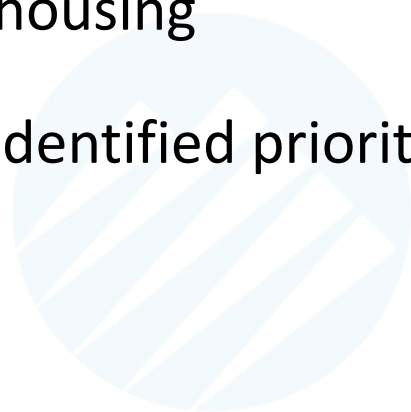
STABILITY

- Develop and expand aging-in-place options that seek to improve quality of life for seniors in our communities, such as providing opportunities for aging residents to affordably retain their homes
- Support the creation of local anti-displacement options



SUBSIDY

- Fully fund the Washington Housing Trust Fund and support affordable homeownership investments
- Develop and extend state and local revenue options to fund the development of affordable housing
- Funding to facilitate the acquisition of buildings and real property that can be utilized to provide affordable housing
- Support funding for member identified priority projects



SUPPLY

- Expand support for local land use planning, including funding for Housing Action Plan Implementation and Planned Action EIS, to continue local efforts to create more housing opportunities
- Expansion of the multi-family property tax exemption program
- Provide options and support for regulatory streamlining and system updates



SUPPORT | MONITOR | OPPOSE

- **Support basic infrastructure funding** via flexible funds through programs like the Public Works Assistance Account (PWAA) and Connecting Housing to Infrastructure Program (CHIP) to help cities and towns fund basic infrastructure, critical to the development of housing
- **Support surplus land dispossession policy updates** to provide greater flexibility for the homeownership development opportunities for low- and moderate-income households
- **Oppose preemption** of local land use authority
- **Monitor proposals to increase access to homeownership opportunities**, including condominium liability reform and recommendations made by the Homeownership Disparity Workgroup
- **Support rental assistance funding** to limit evictions
- **Support operating funding** for permanent supportive housing

TIMELINE

September 2

September 5 – October 6

October 7

October

November – December

January 9

Presentation of draft State Legislative Priorities

Opportunity for member government presentations

Executive Board consideration of Resolution to adopt State Legislative Priorities

Develop supporting materials (one-pagers, talking points, etc.)

Meeting with Pierce County Legislative delegation

2023 State Legislative Session begins





STATE LEGISLATIVE PRIORITIES

CITY OF GIG HARBOR COUNCIL MEETING

SEPTEMBER 26, 2022

JASON GAUTHIER, SSHĀ³P MANAGER



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

Meeting Date: September 26, 2022

SUBJECT: Ordinance 1498 Repealing Section 2.04.020 of the Gig Harbor Municipal Code Related to Study Sessions

SUBMITTED BY: Josh Stecker, City Clerk

DEPARTMENT: Administration

PHONE: 853-7613

SUGGESTED MOTION: Move to approve Ordinance 1498

BACKGROUND INFORMATION: In 2017, the City Council revised GHMC Section 2.04.020 to set a regular study session meeting date on the third Monday of each month. Council has not held study sessions on this date since 2018.

Council's Guidelines and Procedures allows for the scheduling of study sessions at times convenient for Council and staff and prescribes that all meeting packets will be posted online five days before the meeting.

As such, GHMC Section 2.04.020 is no longer required. Ordinance 1498 will repeal the section, as shown below, in its entirety:

2.04.020 Study sessions.

The city council will meet in study session on the third Monday of each month at the hour of 5:30 p.m. All study sessions shall be held in compliance with the Open Public Meetings Act and shall be supported by city staff to take minutes and provide necessary information to the council to perform their duties. Agendas and any supporting materials will be posted on the city's website at least four days prior to each council study session.

FISCAL CONSIDERATION: None.

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: None.

ATTACHMENTS: Ordinance 1498

STRATEGIC PLAN PRIORITY: N/A

ORDINANCE 1498

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON,
REPEALING SECTION 2.04.020 OF THE GIG HARBOR MUNICIPAL
CODE RELATED TO STUDY SESSIONS; PROVIDING FOR
SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, the City Council no longer intends to regularly hold study sessions on the third Monday of each month; and

WHEREAS, the City Council has provided procedures for holding study sessions in Council's Guidelines and Procedures;

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

Section 1. Chapter 2.04.020 – Repealed. Chapter 2.04.020 of the Gig Harbor Municipal Code related to study sessions is hereby repealed.

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

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

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

ADOPTED by the Council of the City of Gig Harbor at a regular meeting thereof, held this 26th day of September, 2022.

Tracie Markley
Mayor

Approved as to form:

Attest:

Daniel Kenny
City Attorney

Joshua Stecker, CMC
City Clerk



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

Meeting Date: September 26, 2022

SUBJECT: Professional Services Contract with Peterson Structural Engineers, Inc. for Austin Estuary Monument Foundation Engineering

SUBMITTED BY: Stephanie Seibel, Associate Engineer

DEPARTMENT: Public Works/Engineering

PHONE: 253-853-7626

SUGGESTED MOTION: Approve and authorize the Mayor to execute a Professional Services Contract with Peterson Structural Engineers, Inc. in an amount not to exceed \$2,850.00.

BACKGROUND INFORMATION: In March 2020 the City entered into a contract with Peterson Structural Engineers (PSE) to design and permit the concrete foundation for the City's Austin Park Honoring Art. PSE completed the foundation design in December 2021 and the contract expired.

However, during construction in July 2022 it was found that the design of the base plate for the art would need to be adjusted to allow for adjustment of the piece during installation. City Staff authorized the scope of work by email to keep construction going and requested PSE to send over a formal contract with a scope of work and fees if they felt their effort warranted an additional contract. It took PSE until September 13 to provide the City with a final updated version for the scope of work.

This contract will provide for the additional construction tasks for the base plate outlined in the proposed scope and fee.

FISCAL CONSIDERATION:

Expenditure Required: \$ 2,850	Amount Budgeted: \$ 0	Appropriation Required: \$ 2,850
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BOARD/COMMISSION/COMMITTEE RECOMMENDATION: N/A

ATTACHMENTS: Professional Services Contract with Peterson Structural Engineers, Inc.

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

**PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
PETERSON STRUCTURAL ENGINEERS**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and Peterson Structural Engineers, a Washington corporation (the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in Austin Estuary Honoring Project Structural Engineering Services 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 Two Thousand Eight Hundred and Fifty Dollars and Zero Cents (\$2,850.00) 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**. 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 A**, 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 October 31, 2022; provided however, that additional time shall be granted by the City for excusable days or extra work. Further, the parties may extend the duration of this Agreement consistent with the terms of Section 17 below.

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

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

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

7. Indemnification.

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

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

8. Insurance.

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

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

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

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

performed for the City.

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

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

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

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

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

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

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

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

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

11. Records.

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

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

“public records” and “agency” shall have the same meaning as defined by chapter 42.56 RCW, as construed by Washington courts.

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

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

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

14. Resolution of Disputes and Governing Law.

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

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

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

CONSULTANT:
ATTN: Bill Sandbo, P.E.

City of Gig Harbor
ATTN: Stephanie Seibel, P.E.

Peterson Structural Engineers
708 Broadway, Suite 110
Tacoma, WA 98402
(253) 328-6728

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 Public Works Director if all other terms of the Agreement are unchanged and remain in full force and effect for the entire new duration of the Agreement.

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

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its: _____

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit A-Scope of Work and Fees

Stephanie Seibel, PE
Associate Engineer
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335
253.853.7626

9/13/22

RE: **Austin Estuary Monument Foundation Engineering**

Project #: 2002-0025

Dear Stephanie-

This memo summarizes additional scope required to complete design services for the Austin Estuary Monument Foundation project for the City of Gig Harbor (CPP #1926). Scope described above is in addition to previously approved contract agreement, dated March 2nd, 2020, the previously approved Amendment #1, dated July 16th, 2021, and the previously approved Amendment #2, dated October 5th, 2021. Contract terms are unchanged except as described below.

Proposed Additional Scope

PSE proposes the following scope of work for project completion:

1. Additional Scope - Fee \$2,850

- a. Feasibility review of preliminary redesign concepts and creation of redline markups communicating necessary design alterations.
- b. Redesign of connections between the concrete sculpture base and the wood sculpture including:
 - i. Updated stamped calculations
 - ii. Updated stamped construction drawings
- c. Coordination with City of Gig Harbor to ensure structural and aesthetic requirements are fulfilled.
- d. Account for updates to PSE's 2022 Fee schedule.

Proposed Fee and Schedule

Based upon the scope above, we have estimated fees of \$2,850 for additional work described above. Should revisions to this scope and fee estimate be affected by pending information or scope changes, we will apprise you of that situation before proceeding.

Contract Approval

If the proposal is acceptable, please provide written notice to proceed. Thank you again for including us and we look forward to working with you on this project. Please call if you have any questions.

Sincerely,

Peterson Structural Engineers, Inc.

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

Bill Sandbo, PE, SE
PSE Principal

Sent via email to Stephanie Seibel on 9/13/2022 <sseibel@gigharborwa.gov>

PETERSON STRUCTURAL ENGINEERS

2022 Hourly Rates

Principal-in-Charge	<i>\$250</i>
Principal	<i>\$240</i>
Senior Associate	<i>\$230</i>
Associate	<i>\$223</i>
Senior Project Manager	<i>\$218</i>
Senior Structural Engineer	<i>\$218</i>
Project Manager	<i>\$203</i>
Structural Engineer	<i>\$200</i>
Associate Project Manager	<i>\$190</i>
Senior Project Engineer	<i>\$180</i>
Project Engineer	<i>\$175</i>
Staff Engineer	<i>\$170</i>
Staff Designer	<i>\$165</i>
CADD Drafting	<i>\$135</i>
Administrative	<i>\$125</i>

- *Vehicle mileage will be billed at current U.S. General Services Administration allowable rates and periodically adjusted according to federal updates*
- *Direct expenses will be billed at cost plus 10%*



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

Meeting Date: September 26, 2022

SUBJECT: Vendor Agreement between Pierce County and City of Gig Harbor for the Low Income Home Water Assistance Program (LIHWAP)

SUBMITTED BY: Jeff Langhelm, PE, Public Works Director

DEPARTMENT: Public Works

PHONE: 253-853-7630

SUGGESTED MOTION: Move to authorize the City Administrator to execute and sign a vendor agreement with Pierce County.

BACKGROUND INFORMATION: The U.S. Department of Health and Human Services (HHS), through the Washington State Department of Commerce and Pierce County, provides grants to assist low-income households, particularly those with the lowest incomes, that pay a high proportion of household income for drinking water and wastewater services. These grants provide funds to owners or operators of public water systems or treatment works to reduce money that is owed and should have been paid earlier for these city services. HHS requires that certain assurances be satisfied before assistance payments are made, on behalf of eligible individuals, to the City. The proposed vendor agreement defines the conditions that the City must agree to so that the Pierce County can make assistance payments to the City on behalf of eligible households.

During the review of this agreement, the City Attorney raised some concerns regarding clarity. However, Pierce County would not adjust the terms of the agreement. Due to the low level of risk associated with entering into this agreement, City Staff supports the approval of the agreement.

FISCAL CONSIDERATION: Entering into this agreement does not require the City to expend funds.

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: None

ATTACHMENTS: Pierce County and City of Gig Harbor for the Low Income Home Water Assistance Program Vendor Agreement

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

Agreement No: SC-_____

**PIERCE COUNTY HUMAN SERVICES
LOW INCOME HOME WATER ASSISTANCE PROGRAM
(LIHWAP) VENDOR AGREEMENT**

This Agreement, effective as of October 1, 2021, is entered into by and between PIERCE COUNTY HUMAN SERVICES (hereinafter, referred to as the "County" or "Agency") and **City of Gig Harbor**, a supplier of home water and/or waste water, (hereinafter, referred to as the "Water Vendor" or "Vendor") of the Low-Income Home Water Assistance Program (LIHWAP).

1. PURPOSE

Public Law No: 116-260 signed on December 27, 2020, included funding with instructions for the Administration for Children and Families (ACF) within the U.S. Department of Health and Human Services (HHS) to carry out grants to assist low-income households, particularly those with the lowest incomes, that pay a high proportion of household income for drinking water and wastewater services, by providing funds to owners or operators of public water systems or treatment works to reduce arrearages of, and rates charged to, such households for such services. This act requires that certain assurances be satisfied before assistance payments are made, on behalf of eligible individuals, to suppliers of drinking water and wastewater. This agreement defines the conditions that the Vendor must agree to so that the Agency can make assistance payments to the Vendor on behalf of eligible households.

2. DEFINITIONS

For purposes of this Agreement, the following definitions shall apply:

- a. "County" shall mean the Pierce County through its Department of Human Services;
- b. "Supplier of home water" shall mean the Water Vendor receiving LIHWAP payments from the County for eligible households; and
- c. "Eligible household" or "eligible customer" shall mean a customer who qualifies for water assistance as determined by the County under LIHWAP.

3. TERM OF THE AGREEMENT

This Agreement is effective October 1, 2021, and shall end on September 30, 2022.

4. COMPENSATION

The maximum consideration of this Agreement shall not exceed the maximum LIHWAP direct service funds allowed, per the Contract between the Washington State Department of Commerce and Pierce County Human Services. (See Section 5 below.)

5. PERIOD OF PAYMENT

The County will make payments to the Vendor on behalf of customers who have been determined eligible by the County for the term of the Agreement (LIHWAP payments). All payments are contingent upon appropriation and allocation of funds in accordance with federal, state, and local law.

6. COUNTY RESPONSIBILITIES

The County shall:

- a. Accept and review client applications and determine eligibility of households for payments.
- b. Follow procedures that minimize the time elapsing between the receipt of funds and their disbursement to vendor.
- c. Make payments in a timely manner to the vendor on behalf of eligible households for the term of this agreement.
- d. Follow sound fiscal management policies, including, but not limited to segregation of funds from other operating funds of the agency.
- e. Notify customer and/or vendor of the customer's eligibility and total benefit amount.
- f. Incorporate policies that assure the confidentiality of eligible household's usage, balance, and payments.
- g. Upon request from vendor, provide a statement verifying income of an eligible household for the sole purpose of determining moratorium eligibility, within the statutory guidelines of confidentiality.

7. CLIENT ELIGIBILITY REQUIREMENTS AND BENEFIT LIMITS

- a. Households must be at or below 150% of the Federal Poverty Level.

- b. Households must have delinquent charges, have service disconnected, and/or be facing legal action for nonpayment.
- c. The benefit level will depend on what is needed to reconnect service or bring the account to a zero-dollar balance, not to exceed \$2,500 per household. As illustrative, but not exclusive, examples:
 - i. If a household owes \$700, the County will pay \$700.
 - ii. If another household owes \$2,800, the County will pay \$2,500, and the utility provider and the household will enter into a payment arrangement for the \$300 balance.

8. WATER VENDOR RESPONSIBILITIES

The Water Vendor shall:

- a. Notify the County if the Vendor receives more than one water assistance payment for a customer between October 1, 2021, and September 30, 2022;
- b. Immediately apply the benefit to customer's current/past due bill, deposit/reconnect requirements, or arrearages to eliminate the amount owed by the customer and agree to maintain service to customer for a period of 30-days;
- c. Notify the customer of the amount of benefit payment applied to the customer's billing.
- d. Keep customer records confidential.
- e. Maintain records for four (4) years from the date of this agreement, or longer if the vendor is notified that a fiscal audit for a specific program year is unresolved.
- f. Not treat adversely, or discriminate against, any household that receives assistance payments; either in the cost of the goods supplied or the services provided.
- g. Upon request of the agency, provide eligible customer's consumption history and account balance for the sole purpose of determining customer benefit.

- h. Comply with the provisions of the state law regarding disconnects and pertinent provisions of the Washington Administrative Code related to moratoria, if governed by that ruling.
- i. Make records available for review by authorized staff of the agency and Washington State Department of Commerce and the U.S. Department of Health and Human Services.

9. DATA COLLECTION

The Water Vendor shall keep records showing the following:

- a. Name and address of households who received LIHWAP payments;
- b. Amount of assistance accrued to each household;
- c. Source of payment; and
- d. Amount of the household's credit balance when the LIHWAP payment establishes a line of credit. This credit balance also needs to show on all customer billing documents.

10.INSURANCE REQUIREMENTS

The Vendor shall, at the Vendor's own expense, maintain, with an insurance carrier licensed or eligible under RCW Chapter 48.15 to do business in the State of Washington with a current A.M. Best's rating of no less than A;VII, coverage at least as broad as follows:

Commercial General Liability

Bodily Injury Liability and Property Damage Liability Insurance \$1,000,000.00 each occurrence OR combined single limit coverage of \$2,000,000.00

Employee Dishonesty Coverage

Employee Dishonesty coverage in the minimum amount of \$100,000. The insurance shall be conditioned upon the Vendor faithfully accounting for all funds received by the Vendor under this Agreement, including subsequent amendments, and further assuring that such funds are used solely for the purposes of this Agreement.

The County shall request in writing any increases in the amount of insurance coverage and the Vendor shall comply within fifteen (15) calendar days of receipt of the written notice.

Pierce County, its officers, officials, employees, and volunteers are to be covered as additional insureds on all required policies. The Vendor's insurance coverage shall be primary and non-contributory. Any insurance or self-insurance maintained by Pierce County, its officers, officials, employees, or volunteers shall be excess of the Vendor's insurance and shall not contribute with it. The Vendor shall provide a certificate of insurance and amendatory endorsements to be approved by the Pierce County Risk Manager prior to contract execution, which shall be attached to the contract.

Insurance requirements may be satisfied by a letter of self-insurance from the Vendor and approved by the Pierce County Risk Manager in its sole discretion.

Pierce County shall have no obligation to report occurrences unless a claim is filed with the Pierce County Auditor; nor shall Pierce County have an obligation to pay premiums.

In the event of nonrenewal or cancellation of, or material change in the coverage required, thirty (30) days written notice will be furnished by the County prior to the date of cancellation, change or nonrenewal, and such notice is to be sent to Pierce County Human Services, 3602 Pacific Avenue, Suite 200, Tacoma, WA 98418.

11. INDEMNIFICATION, BIND AND CONVEY

- a. The Vendor and its officers, agents, employees, subcontractors and/or consultants agree to defend, Indemnify, and save harmless Pierce County and Washington State Department of Commerce (DOC) and their appointed and elective officers and employees, from and against all loss or expense including, but not limited to, judgments, settlements, attorney's fees, and costs by reason of any and all claims and demands upon the County and DOC, and their elected or appointed officials or employees, for damages because of personal or bodily injury, including death, at any time resulting there from, sustained by any person or persons, or on account of damage to property, including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Vendor, its officers, agents, employees, subcontractors, and/or consultants, successor or assigns, or the County and DOC, or their appointed or elected officers, employees or

agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County or DOC, or their appointed or elected officials or employees. The Vendor's obligation to indemnify, defend, and hold harmless shall not be eliminated by any actual or alleged concurrent negligence of the County or DOC, or their agents, agencies, employees, and officers, except as provided below.

- b. The following paragraph applies to all work in connection with or collateral to, a contract or agreement relative to construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving and demolition in connection therewith, or to a contract or agreement for architectural, landscape architectural, engineering, or land surveying services, or a motor carrier transportation contract:
 - i. If the claim, suit, or action for injuries, death, or damages as provided for in the preceding paragraph is caused by or results from the concurrent negligence of the County or DOC the County's or DOC's agents or employees, and the Vendor or its officers, agents, or employees, the indemnity provisions provided for in this Agreement shall be valid and enforceable only to the extent of the Vendor's negligence.
- c. The Vendor agrees that the obligation "to indemnify, defend, and hold the County and DOC harmless as provided above extends to any claim brought on behalf of any employee of the Vendor and its subcontractors or consultants." The Vendor specifically and expressly waives any immunity under Insurance Title 51, RCW, and acknowledges that this waiver was mutually negotiated and agreed to by the parties herein.
- d. The Vendor agrees to be bound by the General Terms and Conditions of the Washington State Department of Commerce Low-Income Home Water Assistance Program (LIHWAP) contract, which is available upon request.

12. INDEPENDENT CONTRACTORS

In the performance of this Agreement the Water Vendor, its agents and employees, is acting as an independent contractor and not as an agent or employee of the County, Department of Commerce, the State of Washington, or the United States Government.

13. DEBARMENT

The Water Vendor shall assure that its officers, agents, subcontractors, and consultants shall not fund, contract with, or engage the services of any consultant, subcontractor, supplier, or other party who is debarred, suspended, or otherwise ineligible to receive funds.

The Water Vendor certifies that the Water Vendor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the Agreement by any federal department or agency. If requested by the County, the Water Vendor shall complete a Certification Debarment, Suspension, Ineligibility, and Voluntary Exclusion form.

14. TERMINATION

This agreement may be terminated by either party with a thirty (30) day written notice to the other party. Termination shall not extinguish authorized obligations incurred during the term of the agreement. If funding is withdrawn, reduced, or eliminated by Commerce, the agency has the right to terminate this agreement immediately.

15. ASSIGNMENT OF AGREEMENT

Neither party may assign the agreement or any of the rights, benefits and remedies conferred upon it by this agreement to a third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

16. REGULATIONS AND REQUIREMENTS

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington, and to any other provisions set forth in this Agreement.

17. VENUE AND CHOICE OF LAW

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Pierce. This Agreement shall be governed by the law of the State of Washington.

18.DISPUTES

Differences between the Vendor and the County, arising under and by virtue of the Agreement shall be brought to the attention of the County Director at the earliest possible time in order that such matters may be settled, or other appropriate action promptly taken.

19.ENTIRE AGREEMENT

This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the days indicated below:

AGENCY:	PIERCE COUNTY:
	Reviewed By:
Signature of Corporate Officer	
Date	
Tracie Markley, Mayor	
Print Signer's Name and Title	Deputy Prosecuting Attorney (<i>As to form Only</i>)
City of Gig Harbor	Date
Agency Name	
3510 Grandview St	Finance
Gig Harbor, WA 98335	Date
Mailing Address	Approved By:
Contact Name: Eli Heen	
	Heather Moss
Contact Phone Number: 253-853-7613	Date
	Director, Human Services

UEI No.:

UBI No.: 273000606

County Executive (\$250,000 or more)

Date



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

Meeting Date: September 26, 2022

SUBJECT: First Reading and Adoption of Ordinance 1496 Amending the City's Personnel Salary Schedule

SUBMITTED BY: Shannon Costanti, Interim HR Director

DEPARTMENT: Human Resources

PHONE: 253-851-5039

SUGGESTED MOTION: Move to approve Ordinance 1496.

BACKGROUND INFORMATION: Following the recent reclassification of the Code Enforcement Officer position, and an unsuccessful attempt to hire a replacement .6 FTE Community Services Officer (CSO), staff have determined the need to redesign the CSO position. Due to the growing and changing needs of the Police Department, this requested reclassification would more properly title the position as Property and Evidence Technician and serve in a 1.0 FTE capacity. The function of the role, as defined by the job description, is consistent with the market and is more likely to recruit a qualified candidate to serve City needs.

Ordinance 1496 officially amends the City's salary schedule to create a salary range for the Property and Evidence Technician classification and removes the salary range provided for the Community Services Officer classification.

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

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

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: N/A

ATTACHMENTS: Ordinance 1496

STRATEGIC PLAN PRIORITY: Foster a healthy City organization

ORDINANCE 1496

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

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

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

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

WHEREAS, the City recognizes the change in duties for the existing Community Services Officer classification and the need to establish a Property and Evidence Technician classification which accurately represents the duties needing to be performed and provides an appropriate salary range;

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

Section 1. Exhibit A of Ordinance 1474, which adopted the 2022 Salary Schedule and was subsequently amended by Ordinances 1481, 1487, and 1493 shall be replaced with the schedule attached to this ordinance as Exhibit A.

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

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

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

ADOPTED by the Council of the City of Gig Harbor at a regular meeting thereof,
held this 26th day of September, 2022.

Tracie Markley
Mayor

Approved as to form:

Attest:

Daniel Kenny
City Attorney

Joshua Stecker, CMC
City Clerk

EXHIBIT A SALARY SCHEDULES

2022 Executive Positions (Exempt)

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

2022 Non-Represented Non-Supervisory Personnel

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

2022 Police Personnel (Local 117)

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

2022 Supervisor Unit (Local 313)

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

2022 Non-Supervisory Personnel (Local 117)

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Senior Engineer	\$94,917	\$98,002	\$101,187	\$104,476	\$107,871	\$111,377	\$114,997	\$118,734
Associate Engineer	\$87,778	\$90,631	\$93,576	\$96,617	\$99,757	\$102,999	\$106,347	\$109,803
Project Engineer	\$87,778	\$90,631	\$93,576	\$96,617	\$99,757	\$102,999	\$106,347	\$109,803
Senior Accountant	\$87,554	\$90,399	\$93,337	\$96,370	\$99,502	\$102,736	\$106,075	\$109,523
Senior Planner	\$87,502	\$90,346	\$93,282	\$96,314	\$99,444	\$102,676	\$106,013	\$109,458
Infrastructure Systems Engineer	\$78,966	\$81,532	\$84,182	\$86,918	\$89,743	\$92,660	\$95,671	\$98,780
Assistant Building Official / Fire Marshal	\$77,376	\$79,891	\$82,487	\$85,168	\$87,936	\$90,794	\$93,744	\$96,791
Field Supervisor	\$77,376	\$79,891	\$82,487	\$85,168	\$87,936	\$90,794	\$93,744	\$96,791
Construction Supervisor	\$77,376	\$79,891	\$82,487	\$85,168	\$87,936	\$90,794	\$93,744	\$96,791
Senior Wastewater Operator	\$72,847	\$75,215	\$77,660	\$80,183	\$82,789	\$85,480	\$88,258	\$91,127
GIS Coordinator	\$71,277	\$73,594	\$75,985	\$78,455	\$81,005	\$83,637	\$86,356	\$89,162
Payroll / Benefits Administrator	\$71,084	\$73,394	\$75,779	\$78,242	\$80,785	\$83,410	\$86,121	\$88,920
Associate Planner	\$70,012	\$72,287	\$74,637	\$77,062	\$79,567	\$82,153	\$84,823	\$87,580
Construction Inspector	\$68,308	\$70,528	\$72,821	\$75,187	\$77,631	\$80,154	\$82,759	\$85,449
Building Inspector / Plans Reviewer	\$68,308	\$70,528	\$72,821	\$75,187	\$77,631	\$80,154	\$82,759	\$85,449
Code Enforcement Officer	\$67,289	\$69,476	\$71,734	\$74,065	\$76,472	\$78,958	\$81,524	\$84,173
Executive Assistant	\$67,289	\$69,476	\$71,734	\$74,065	\$76,472	\$78,958	\$81,524	\$84,173
Mechanic	\$66,055	\$68,201	\$70,418	\$72,707	\$75,069	\$77,509	\$80,028	\$82,629
Wastewater Operator	\$65,168	\$67,286	\$69,473	\$71,731	\$74,062	\$76,469	\$78,955	\$81,521
Engineering Technician	\$64,637	\$66,738	\$68,907	\$71,146	\$73,459	\$75,846	\$78,311	\$80,856
Building Maintenance Technician	\$64,118	\$66,202	\$68,353	\$70,575	\$72,868	\$75,236	\$77,682	\$80,206
Information Systems Assistant	\$63,231	\$65,286	\$67,408	\$69,598	\$71,860	\$74,196	\$76,607	\$79,097
Wastewater Operator in Training (OIT)*	\$63,117							
Wastewater Collection Systems Tech II	\$60,955	\$62,936	\$64,982	\$67,094	\$69,274	\$71,526	\$73,850	\$76,251
Assistant Planner	\$60,762	\$62,737	\$64,776	\$66,881	\$69,054	\$71,299	\$73,616	\$76,008
Permit Coordinator	\$60,762	\$62,737	\$64,776	\$66,881	\$69,054	\$71,299	\$73,616	\$76,008
Finance Technician	\$59,243	\$61,168	\$63,156	\$65,209	\$67,328	\$69,516	\$71,775	\$74,108
Utility Billing Technician	\$59,243	\$61,168	\$63,156	\$65,209	\$67,328	\$69,516	\$71,775	\$74,108
Planning Technician	\$58,937	\$60,852	\$62,830	\$64,872	\$66,980	\$69,157	\$71,404	\$73,725
Administrative Assistant	\$57,610	\$59,483	\$61,416	\$63,412	\$65,473	\$67,601	\$69,798	\$72,066
Community Development Assistant	\$57,610	\$59,483	\$61,416	\$63,412	\$65,473	\$67,601	\$69,798	\$72,066
Public Works Assistant	\$57,610	\$59,483	\$61,416	\$63,412	\$65,473	\$67,601	\$69,798	\$72,066
Judicial Specialist	\$54,552	\$56,325	\$58,156	\$60,047	\$61,999	\$64,014	\$66,095	\$68,244
Property and Evidence Technician	\$54,235	\$55,998	\$57,818	\$59,697	\$61,637	\$63,640	\$65,708	\$67,844
Police Services Specialist	\$49,820	\$51,439	\$53,110	\$54,837	\$56,619	\$58,459	\$60,359	\$62,320
Court Clerk	\$49,146	\$50,743	\$52,393	\$54,095	\$55,853	\$57,669	\$59,543	\$61,478
Custodian	\$48,973	\$50,565	\$52,208	\$53,905	\$55,657	\$57,466	\$59,333	\$61,262
Public Works Clerk	\$48,943	\$50,533	\$52,176	\$53,871	\$55,622	\$57,430	\$59,296	\$61,223
Community Development Clerk	\$48,943	\$50,533	\$52,176	\$53,871	\$55,622	\$57,430	\$59,296	\$61,223
Laborer	\$46,505	\$48,016	\$49,577	\$51,188	\$52,852	\$54,570	\$56,343	\$58,174

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

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

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

UPCOMING GIG HARBOR CITY MEETINGS

ALL AGENDA ITEMS TENTATIVE – SUBJECT TO CHANGE

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

Day	Date	Time	Group	Agenda Items
TH	Sept. 22	2:00pm	City Council Retreat	
TH	Sept. 22	5:00pm	Design Review Board	Parr Preliminary Plat
M	Sept. 26	5:30pm	City Council	See Agenda
TH	Sept. 29	2:00pm	City Council Study Session	Introduce DRB Appointees 2023-24 Budget Process Overview
TU	Oct. 4	1:30pm	Hearing Examiner	Olympic Commercial Center
W	Oct. 5	5:30pm	Parks Commission	2023-24 Budget Review Work Plan
TH	Oct. 6	5:00pm	Planning Commission	Chair Election & Bylaw Update, 2022 Comp Plan Docket
M	Oct. 10	5:30pm	City Council	Consent: - Confirm DRB Appointments - Agreement with Harbor History Museum for Maritime Gallery Grant Funding - Interlocal Agreement with Puyallup Tribe for Conservation Property Matching Funds Presentations: - Recognition of Austin Honoring Committee - Gig Harbor Canoe & Kayak Racing Team National Championship Proclamation - Gig Harbor Senior Center – Joyce Schultz and Julie Ann Gustanski New Business: - 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 w/ HBB Landscaping Architects for Crescent Creek Park Master Plan - 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
W	Oct. 12	10:00am	Arts Commission	2023-24 Work Plan & Budget
TH	Oct. 13	2:00pm	City Council Study Session	2023 Legislative Agenda 2022 Active CIP Schedule Update Youth Council Discussion Council Rules Updates
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 (Parks, Streets, Water, Sewer, and Storm)
TU	Oct. 18	2:00pm	City Council Study Session	Budget Study Session #2 (Legislative, Non-Governmental, Administration, Finance, I.T., Legal, Police, Planning and Building, Court, Marketing)
TH	Oct. 20	6:00pm	Planning Commission Special Meeting	Public Hearing: 2022 Comp Plan Amendments

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

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

M	Oct. 24	5:30pm	<u>City Council</u>	Staff Report: Third Quarter Budget Update
TH	Oct. 27	2:00pm	<u>City Council Study Session</u>	Join Meeting with Parks Commission to Review Work Plan Join Meeting with Arts Commission to Review Work Plan
TH	Oct. 27	5:00pm	<u>Design Review Board</u>	
TH	Oct. 27	2:00pm	<u>City Council Study Session</u>	Budget Study Session Review of LTAC Lodging Tax Grant Recommendations
M	Nov. 14	5:30pm	<u>City Council</u>	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	<u>City Council Study Session</u>	2023 Legislative Agenda 2022 Active CIP Schedule Update Stormwater Management and Site Development Manual Update
M	Nov. 28	5:30pm	<u>City Council</u>	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	<u>City Council Study Session</u>	Stormwater Management Action Plan
M	Dec. 12	5:30pm	<u>City Council</u>	Consent Agenda: - Consultant Services Contract with Gordon Thomas Honeywell for Lobbying Services New Business - Public Works Construction Contract Award for Public Works Operations Center
TH	Dec. 15	2:00pm	<u>City Council Study Session</u>	2022 Active CIP Schedule Update
M	Dec. 26	5:30pm	<u>City Council</u>	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*