

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

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

CALL TO ORDER/ROLL CALL

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGMENT

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

CHANGES TO THE AGENDA

CONSENT AGENDA

1. City Council Minutes

Documents:

[City Council Minutes - November 28, 2022.pdf](#)
[City Council Study Session Minutes - December 1, 2022.pdf](#)

2. Professional Services Contract with Cascadia Consulting Group, Inc. to Complete a Climate Action Plan

Documents:

[AGENDA BILL Agreement for Climate Action Plan.pdf](#)

3. Small Public Works Contract for Well #3 Tree Removal

Documents:

[AGENDA BILL Well No. 3 Tree Removal.pdf](#)

4. Resolution 1265 Authorizing the Mayor to Execute a Memorandum of Understanding with the City of Milna, Croatia, Establishing a Sister City Relationship

Documents:

[AGENDA BILL Resolution 1265.pdf](#)

5. Appointment of Mark Burcar to the Planning Commission

Documents:

[AGENDA BILL Planning Commission Appointment Mark Burcar.pdf](#)

6. Resolution 1266 Adopting Revised City Council Guidelines & Procedures

Documents:

[AGENDA BILL Resolution 1266.pdf](#)

7. Resolution 1263 Approving the 2023-24 Parks Commission Work Plan

Documents:

[AGENDA BILL Resolution 1263.pdf](#)

8. Resolution 1264 Approving the 2023-24 Arts Commission Work Plan

Documents:

[AGENDA BILL Resolution 1264.pdf](#)

9. Agreement with Harbor History Museum for Maritime Gallery Project Funding

Documents:

[AGENDA BILL Harbor History Museum Agreement.pdf](#)

10. Interlocal Agreement with Pierce County for Probation Work Crew Services

Documents:

[AGENDA BILL Interlocal Agreement for Work Crew Services.pdf](#)

11. Approval of Payroll for the Month of November

Checks #8375 through #8376 and direct deposit transactions in the total amount of \$499,270.55.

12. Approval of Vouchers

Checks #99333 - #99417 and electronic payments in the amount of \$1,373,561.98.

PRESENTATIONS

1. Proclamation Recognizing the Rights of the Southern Resident Orcas

Presented to Twila Slind, Legal Rights for the Salish Sea

Documents:

[Recognizing Rights of Southern Resident Orcas 2022.pdf](#)

MAYOR'S REPORT

CITY ADMINISTRATOR'S REPORT

PUBLIC COMMENT ON NON-AGENDA ITEMS

OLD BUSINESS

1. Second Reading of Ordinance 1505 Providing for the Issuance and Sale of a Limited Tax General Obligation Bond

Suggested Motion: Move to approve Ordinance 1505.

- a) Report: City Administrator Katrina Knutson
- b) Clarifying questions from Council
- c) Public comment
- d) Council deliberation and action

Documents:

[AGENDA BILL Ordinance 1505.pdf](#)

NEW BUSINESS

1. Resolution 1267 Rescinding Emergency Proclamation 2020-01

Suggested Motion: Move to approve Resolution 1267.

- a) Report: City Administrator Katrina Knutson
- b) Clarifying questions from Council
- c) Public comment
- d) Council deliberation and action

Documents:

[AGENDA BILL Resolution 1267.pdf](#)

2. Ordinance 1506 Accepting the Donation of \$50,000 from the Greater Tacoma Community Foundation to Fund Phase Three of the North Creek Salmon Heritage Site

Suggested Motion: Move to approve Ordinance 1506.

- a) Report: City Administrator Katrina Knutson
- b) Clarifying questions from Council
- c) Public comment
- d) Council deliberation and action

Documents:

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

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

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

All remarks shall be addressed to the Council as a body and not to any specific

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

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

AMERICANS WITH DISABILITIES (ADA) ACCOMMODATIONS

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

MINUTES FOR GIG HARBOR CITY COUNCIL MEETING
Monday, November 28, 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 - November 14, 2022; City Council Study Session Minutes - November 17, 2022
2. Boating Safety Federal Assistance Grant
3. Second Reading of Ordinance 1503 Relating to Utility Rates for the City's Water, Wastewater, and Stormwater Utilities
4. Purchase Authorization for Civic Center Building Access & Control System
5. Memorandums of Understanding (MOUs) with Unions for Retention Pay Program (2022-2023)
6. Grant Deed of Conservation Easement to Great Peninsula Conservancy
7. Gig Harbor Sports Complex 1B RCO LWCF Grant Funding Agreement
8. Renewal of State Lobbying Services Contract with Gordon Thomas Honeywell
9. Approval of Vouchers: Check numbers 99222 through 99332 and ACH payments in the amount of \$633,451.92.

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

VOTE: Unanimously approved

PRESENTATIONS: Mayor Markley presented a proclamation recognizing the 100th Anniversary of United Way of Pierce County to Dona Ponepinto, President and CEO of United Way of Pierce County. Mayor Markley presented a proclamation declaring Gig Harbor a Purple Heart City to Joe Wright, Gig Harbor VFW Post 1854 Commander.

MAYOR'S REPORT: Mayor Markley reported on the upcoming tree lighting ceremony on December 3, snow readiness, and utility rate increases.

CITY ADMINISTRATOR'S REPORT: City Administrator Katrina Knutson reported on discussions about a future Senior Center location.

PUBLIC COMMENT ON NON-AGENDA ITEMS: None.

OLD BUSINESS:

1. **Public Hearing and Second Reading of Ordinance 1502 Adopting the 2023-2024 Biennial Budget** – Finance Director Dave Rodenbach presented the 2023-24 City Budget and noted revisions to the salary schedules and org charts that had been made since first reading.

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

MOTION: Move to approve Ordinance 1502 (Denson/Henderson).

AMENDMENT: Move to remove funding of \$150,000 for Gig Harbor North Trails (Storset/Rodenberg).
Amendment withdrawn.

AMENDMENT: Move to remove mention of Sports Complex Phase 3 from the funding of \$150,000 for Gig Harbor North Trails (Storset/Rodenberg).

VOTE: Motion passed, 6-1 (Councilmember Woock opposed).

AMENDMENT: Move to include an additional \$60,000 in funding for a joint Sports Complex Phase 2 and Phase 3 feasibility study (Storset/Rodenberg).

VOTE: Motion passed, 4-3 (Councilmembers Denson, Henderson and Woock opposed).

AMENDMENT: Move to include \$600,000 in funding for design and permitting work on Sports Complex Phase 2 (Storset/Rodenberg).

VOTE: Motion failed, 2-5 (Councilmembers Barber, Denson, Henderson, Lykins and Woock opposed).

VOTE (Amended Main Motion): Unanimously approved.

The City Council entered into recess at 6:53 p.m. The City Council reconvened at 7:04 p.m.

2. **Second Reading of Ordinance 1504 Amending the 2022 Budget for the Park Development Fund** – Finance Director Dave Rodenbach presented a 2022 Budget amendment to provide funding for conservation property acquisition.

MOTION: Move to approve Ordinance 1504 (Woock/Henderson).

VOTE: Unanimously approved.

3. **Second Reading of Ordinance 1501 Adopting the 2022 Comprehensive Plan Amendments** – Community Development Director Carl de Simas introduced the ordinance which adopts the Comprehensive Plan amendments as recommended by the Planning Commission.

MOTION: Move to approve Ordinance 1501 (Lykins/Denson).

VOTE: Unanimously approved.

NEW BUSINESS:

1. **First Reading of Ordinance 1505 Providing for the Issuance and Sale of a Limited Tax General Obligation Bond** - Finance Director Dave Rodenbach

presented the bond ordinance to provide funding for conservation property acquisition. Dave Trageser (D.A. Davidson & Co.) and Scott McJannet (K&L Gates) gave an overview of the bond process.

2. **Resolution 1262 Adopting the City's 2023 State Legislative Agenda** – Josh Weiss (Gordon Thomas Honeywell) presented the City's 2023 Legislative Agenda as discussed at Council study session.

MOTION: Move to approve Resolution 1262 (Henderson/Barber).

VOTE: Unanimously approved.

3. **Professional Services Contract with Parametrix for North Creek Culvert Removal Grant Support** – Public Works Director Jeff Langhelm introduced the agreement.

MOTION: Move to authorize the Mayor to execute a Professional Services Contract with Parametrix, Inc., to support the development of a federal grant application for the City's North Creek Culvert Replacement Project in an amount not to exceed \$31,378.63 (Woock/Henderson).

VOTE: Unanimously approved.

COUNCIL REPORTS / COMMENTS: Councilmember Denson reported on the recent Veterans' Day celebration. Councilmember Woock updated Council on the latest PCRC meeting. Councilmember Lykins commented on the newly budgeted position of Health and Human Services Director.

EXECUTIVE SESSION: Council entered into Executive Session to discuss potential litigation per RCW 42.30.110(1)(i) for 20 minutes at 7:40 p.m. The Executive Session was extended an additional 10 minutes until 8:10 p.m. The Executive Session was extended an additional 10 minutes until 8:21 p.m.

ADJOURN: The meeting adjourned at 8:21 p.m.



Joshua Stecker, CMC
City Clerk

MINUTES FOR GIG HARBOR CITY COUNCIL STUDY SESSION
Thursday, December 1, 2022 – 2:00 p.m.
Community Rooms or Virtual Link

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

DISCUSSION ITEMS:

- 1. Introduction of Planning Commission Appointee Mark Burcar – Mayor**
Markley introduced Planning Commission appointee Mark Burcar to the Council. Mr. Burcar addressed Council, spoke briefly about himself and his qualifications, and answered Council questions.
- 2. Council Guidelines & Procedures Revisions – City Clerk Josh Stecker**
reviewed the proposed changes, asked for Council feedback, and addressed questions and concerns from Council.

At 3:03 p.m., Council took a short break and returned at 3:09 p.m.

- 3. Joint Meeting with Parks Commission – City Clerk Josh Stecker** introduced the Parks Commission to Council and spoke on their proposed 2023-24 work plan. Parks Commission Chair Ben Coronado also addressed Council and answered questions.
- 4. Joint Meeting with Arts Commission – Assistant City Clerk Tiffany Aliment** introduced the Arts Commission to Council and spoke briefly on their proposed 2023-24 work plan. Arts Commission Chair Charlee Glock-Jackson and Vice Chair Robin Avni also addressed Council and answered questions.
- 5. 2022 Active CIP Schedule Update – Public Works Director Jeff Langhelm** provided Council with an update on active capital improvement projects and addressed Council questions.
- 6. Sister City Agreement with Milna, Croatia – Mayor Markley** addressed Council and provided an overview of the proposed Sister City agreement and program. Council was supportive of pursuing a Sister City relationship with Milna, Croatia.

ADJOURN: The meeting adjourned at 4:47 p.m.


Tiffany Aliment
Assistant City Clerk



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

Meeting Date: December 12, 2022

SUBJECT: Professional Services Contract with Cascadia Consulting Group, Inc. to Complete a Climate Action Plan

SUBMITTED BY: Roxanne Robles

DEPARTMENT: Community Development **PHONE:** 525-0319

SUGGESTED MOTION: Move to authorize the Mayor to execute a professional services contract with Cascadia Consulting Group, Inc. in an amount not to exceed \$76,410.46.

BACKGROUND INFORMATION: Council has prioritized environmental sustainability and the preservation of Gig Harbor's natural beauty as part of the 2022-2023 Two-Year Strategic Plan. Project actions associated with this priority are to *adopt a climate and sustainability action plan*. In July 2022, the City of Gig Harbor was selected as a grantee of the WA Department of Commerce Growth Management Services (GMS) Early Implementation Climate Planning Grant. The GMS program provides funding to WA communities completing the identification of measures to reduce per capita greenhouse gas (GHG) emissions or per capita vehicle miles traveled (VMT). The City has requested \$76,410.46 from GMS to complete eligible activities including: the facilitation of education sessions with the Climate Change Comprehensive Plan Amendment Committee (CCCPAC), adopting an amendment to include climate change in the Gig Harbor Comprehensive Plan, and developing a climate action plan.

Cascadia Consulting Group, Inc. (Cascadia) has been selected by City Staff as the consultant to complete the climate action plan. The professional services contract for Cascadia is attached. The project scope is included as Exhibit A and has a total cost of \$63,000.

The proposal to GMS is also attached and cites a total project cost of \$76,410.46. This figure includes \$67,313.38 for consultant costs and \$9,097.09 for staff labor related to CCCPAC facilitation and the Comprehensive Plan amendment.

FISCAL CONSIDERATION: This project is fully grant-funded. No fiscal consideration is required.

Expenditure Required: \$ 63,000	Amount Budgeted: \$ 76,410.46 (2023-2024)	Appropriation Required: \$ 0
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BOARD/COMMISSION/COMMITTEE RECOMMENDATION: None.

ATTACHMENTS: Professional Services Contract with Cascadia Consulting Group, Inc. to Complete a Climate Action Plan

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

**PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
CASCADIA CONSULTING GROUP, INC.**

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

RECITALS

WHEREAS, the City is presently engaged in the development of a climate action plan and desires that the Consultant perform services necessary to provide the following consultation services; and

WHEREAS, the City desires that the Consultant perform such report and plan review as described herein; and

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

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

TERMS

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

2. Payment.

A. The City shall pay the Consultant an amount based on time and materials, not to exceed **\$67,313.38** 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, 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 June 15, 2023; provided however, that additional time shall be granted by the City for excusable days or extra work. Further, the parties may extend the duration of this Agreement consistent with the terms of Section 17 below. Notwithstanding anything to the contrary in this Agreement, Consultant shall not be liable or responsible to the City, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, if Consultant's failure or delay is caused by or results from any of the following events: acts of God, flood, fire, earthquake, hurricane, epidemic, pandemic, quarantine restrictions, explosion, war, invasion, hostilities, terrorist threats or acts, riot, government order or law, embargoes, blockades, or other similar events beyond the reasonable control of Consultant.

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 and expenses incurred. No payment shall be made for any work completed after ten (10) days following receipt by the Consultant of the notice to terminate. In the event that services of the Consultant are terminated by the City for fault on part of the Consultant, the amount to be paid shall be determined by the City with consideration given to the actual cost incurred by the Consultant in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the City at the time of termination, the cost of the City of employing another firm to complete the work required, and the time which may be required to do so.

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

by the City and that the Consultant may be barred from performing any services for the City now or in the future.

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

7. Indemnification.

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

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

8. Insurance.

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

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

C. 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 included 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. Amounts of Insurance. The Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a 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 of \$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 of \$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. Subject to City's rights in the work product, any pre-existing trade secrets, know-how, methodologies, and processes related to Consultant's services shall remain the sole and exclusive property of Consultant, and Consultant shall own all proprietary and intellectual property rights inherent therein and appurtenant thereto (collectively "Consultant Materials"). If, in the course of Consultant's engagement with City, Consultant uses, provides, or incorporates into any work product any Consultant Materials, Consultant will grant City a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully-paid-up right: (a) to make, use, copy, modify, and create derivative works of such intellectual property, (b) to publicly perform or display, import, broadcast, transmit, distribute, license, offer to sell, and sell, rent, lease or lend copies of such intellectual property (and derivative works thereof) and (c) to sublicense to third parties the foregoing rights, including the right to sublicense to further third parties.

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 either party 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, or if by email, upon confirmation of receipt

Cascadia Consulting Group,
Inc.
ATTN: Addie Bash
1109 First Avenue, Suite 400
Seattle, WA 98101
(206) 343-9759
addie@cascadiaconsulting.com

City of Gig Harbor
ATTN: Roxanne Robles
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335
(253) 525-0319
rrobles@gigharborwa.gov

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement this 29
day of November, 2022.

CONSULTANT

By: 
Its: Director

CITY OF GIG HARBOR

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Type text here

Exhibit A.

Scope of Work

TASK 4.0 – KICKOFF MEETING, ENGAGEMENT STRATEGY, & PROJECT MANAGEMENT

We will begin by convening an initial **kick-off meeting** with key City representatives to understand the City's operations, familiarize ourselves with the City's climate efforts to date, review relevant documentation, develop the vision for the Climate Action Plan, and begin outlining a detailed project roadmap. During this kick-off meeting, we anticipate discussing:

- Ultimate project goals and outcomes (i.e., "what will success look like?")
- Opportunities to align this project with other initiatives and relevant state and federal policies
- Engagement goals and desired outreach activities (summarized in a brief Public Engagement Strategy)
- Opportunities to incorporate equity into both the development and implementation of the plan
- Client/consulting team roles, responsibilities, and expectations, including logistics and timeline

At the conclusion of the kick-off meeting, the City and consulting team will have a shared understanding of the project's goals, process, and milestones. We will capture these key elements in a **Project Workplan** and use Smartsheet to build out a **dynamic, detailed timeline** of the entire planning process with tasks assigned by team member. We will provide the Project Workplan and Smartsheet timeline to the City for review and approval.

Once the project is underway, Cascadia will host **biweekly check-in calls** and provide **monthly invoices and activity reports**. Addie Bash, our proposed Project Manager, will monitor progress using real-time budget tracking software to identify and proactively elevate potential scope of budget issues to the client team. We believe in addressing potential issues early—before they become problems that could threaten the success of the project.

Deliverables:

- Project workplan outlining key deliverables and Smartsheet schedule for tracking progress
- Public engagement strategy
- Biweekly check-in calls and monthly invoices with activity reports

TASK 4.1 – GHG EMISSIONS INVENTORY AND ANALYSIS

We will begin work on the CAP by conducting a **communitywide GHG inventory** to understand the city's current emissions profile. During the initial project kick-off meeting, we will present options, tradeoffs, and our recommendations for inventory methodology, scope, boundaries, and data management (e.g., software platforms, file storage). Our preliminary approach is outlined below, but we are happy to tailor our approach as needed to reflect City priorities or preferences. We can also build from and leverage the 2015 and 2019 communitywide GHG inventories that Cascadia completed for Pierce County for this effort.

Inventory Year

We will work with City staff to identify an appropriate year for the GHG inventory. We recommend that the City consider 2019, the most recent pre-COVID-19 inventory year, as a baseline due to the COVID-driven anomalies in 2020 and 2021 and the fact that Pierce County's most recent GHG inventory was completed in 2019.

GIG HARBOR CLIMATE ACTION PLAN

Boundaries, Sources, and Sectors

To the extent possible (based on data availability and specificity), Cascadia proposes quantifying all communitywide emissions in the “base sources” column in the table below and as many “additional sources” as possible, depending on available data, budget, and the City’s interest. Completing an inventory using just the base sources will satisfy protocol requirements and align with other local jurisdictions, while the additional sources will add granularity.

Sector	Base Sources	Additional Sources
Built Environment	- Residential, commercial, and industrial electricity and natural gas consumption - Transportation and distribution losses of electricity and natural gas	- Residential, commercial, and industrial propane and fuel oil consumption - Industrial process emissions - Refrigerants
Transportation	On-road personal and freight vehicle transportation	- Public transit - Off-road vehicles and equipment - Aviation
Water / Wastewater	Energy consumed to convey potable water and treat wastewater	Wastewater treatment process emissions
Solid Waste	Landfill waste generation, collection, and disposal	Compost generation, collection, and disposal
Agriculture & Forestry	None	- Urban tree carbon sequestration - Agricultural emissions from livestock and soil management

Inventory Methodology

We propose preparing the communitywide GHG inventory in accordance with the *U.S. Community Protocol for Accounting and Reporting of Greenhouse Gas Emissions (USCP)* and the *Global Protocol for Community-Scale Greenhouse Gas Emissions (GPC)*. These protocols, which many other jurisdictions in Washington have also followed, provide standardized calculation methods that support the **complete, transparent, and accurate reporting** of emissions. Our proposed Principal-in-Charge, Andrea Martin, serves on the steering committee for the USCP update and will ensure our approach aligns with anticipated changes to this protocol.

Data Collection

Cascadia will develop a comprehensive **data collection checklist** tailored to the requirements and organization of the USCP to ensure that (1) the inventories align with these standards, and (2) the City can easily report its emissions in a format that is comparable to other jurisdictions. The checklist will outline specific data needs along with a brief description of the item, source for the information, and point of contact for data collection. The checklist will also allow the City to **monitor data collection at any point in the project**, including which sources have been collected or are outstanding and who is responsible for delivering that data.

We anticipate that **Cascadia will lead data collection** and submit clear and timely requests to City staff when their support is needed to gather internal data or submit data requests to outside entities. We will also draw from the GHG inventory for Pierce County we completed as part of the Puget Sound Regional Emissions Analysis project to streamline data collection and analysis.

Inventory Platform

With the data collected and organized, Cascadia will conduct a protocol-compliant inventory in one of the following formats, depending on the City’s preference. We will work with the City to identify pros/cons and tradeoffs of each option:

- ICLEI ClearPath online platform
- Customized Excel-based workbook

GIG HARBOR CLIMATE ACTION PLAN

Data Analysis

Upon completion of the baseline inventory, we will unpack these findings through various lenses and forms of analysis. When performing analyses, we strive to anticipate questions and needs of decision-makers and the public. We will work closely with City staff to identify these needs and incorporate them into our analyses.

- **Baseline GHG Analysis** – summary of communitywide GHG emissions by source, sector, and scope (additional cross-tabulations or comparisons included as requested). This baseline analysis could be updated into the future by City staff as additional years of inventory data are collected and analyzed.

Target Setting

In addition to the GHG inventory and analysis, we also propose working collaboratively with the City to identify overarching emissions reduction targets (typically for 2030, 2040, and 2050). We can present tradeoffs and considerations—such as state/regional targets, current/projected emissions trends and sources, and political will/context—in the GHG Emission Report (see section below) to help the City make an informed decision.

Greenhouse Gas Emissions Report

We will summarize the outcomes of the GHG inventory and any additional chosen analysis in a detailed Greenhouse Gas Emissions Report. While we expect to finalize the structure of the report with input from the client team, we anticipate the report will include the following sections:

- **GHG inventory findings** summary including narrative and visuals to highlight key emissions sources, insights, and trends.
- **Recommended targets**, including tradeoffs and considerations.
- **Methodology**, including protocols/platforms used, included sectors, data sources, and assumptions.

Deliverables:

- Completed GHG inventory, provided in the City's chosen data management platform
- Greenhouse Gas Emissions Report

TASK 4.2 – STRATEGY AND RECOMMENDATION DEVELOPMENT AND PRIORITIZATION

Drawing on our team's extensive work with peer jurisdictions in the Puget Sound region, we will identify a set of policy options, strategies, and climate mitigation and resiliency measures for meeting Gig Harbor's local climate goals as well as the requirements under current and anticipated codes (e.g., building and energy code) and other state and federal climate policy. We'll choose a blend of strategies and actions that:

- **Reduce GHG emissions** and/or **build resiliency** to unavoidable climate impacts,
- Are **feasible, cost effective**, and fit within Gig Harbor's existing operations,
- Align with and support **existing policies, programs, and parallel planning efforts**,
- Reflect **community priorities**
- Bring additional **co-benefits** to the community (e.g., advance public health or economic goals)

We propose organizing strategies, policy options, and measures by focus area (e.g., buildings, transportation, waste, natural systems, community resilience). We will also use our review of other relevant City plans, codes, and policies to ensure the CAP's strategies and measures fit with the City's existing work and advance shared objectives wherever possible.

After identifying potential strategies and measures and gathering feedback from the community and City stakeholders, we will conduct a qualitative **multi-criteria cost-benefit analysis** that evaluates policies by identified criteria (e.g., impact, cost, equity, co-benefits) to arrive at a prioritized shortlist of near-term and long-term measures to incorporate into the plan.

GIG HARBOR CLIMATE ACTION PLAN

Deliverables:

- Initial list of climate mitigation and adaptation measures
- Completed multi-criteria cost-benefit analysis with measure prioritization results
- Completed detailed cost analysis (optional)

TASK 4.3 – PUBLIC ENGAGEMENT

We believe that public engagement is essential to delivering a plan that has broad support and delivers tangible benefits to the community. We propose supporting the City with both City stakeholder and broader public engagement, detailed below.

Task 4.3.1 City Stakeholder Engagement

Our project team has extensive experience presenting to City Councils and facilitating Commission and Committee meetings as part of climate action planning processes. Working with City staff, we envision **engaging Council, Commissions, and working groups through key meetings at strategic points in the planning process.**

City Council and Commission Meetings

Our engagement strategy will include a detailed plan for **engaging City Council and Commissions as needed** to gather feedback on measures relevant to their group and ensure that the CAP aligns with other City activities, priorities, and initiatives. Our team can present at these meetings, and also has experience developing meeting agendas, slide decks, and background memos for City staff use. Our proposed budget assumes up to 12 hours to prepare for and participate in one Council, Commission, or Committee meeting.

City Staff Engagement

If not already established, we recommend creating an **internal working group of key City staff** to provide feedback on current operational procedures influencing the City's GHG emissions and climate risks, potential areas for improvement, and new opportunities to shape, support, and implement climate policy with their roles. The group could include representatives from key City departments, the City Administrator's Office, and others as appropriate. We have budgeted up to four hours to support preparation or coordination of internal City staff engagement activities, if necessary.

Task 4.3.2 Public Engagement

Our public engagement plan will include detailed strategies and methods for engaging important external stakeholders and the public. Given the limited budget available, we propose holding a single **public meeting** and complementing it with a **broad community survey**. We believe that the survey will allow for maximum awareness and participation, while also affording more passionate and engaged community members to participate more meaningfully by attending the public meeting. We envision the public meeting taking place early in the process to educate the community on outcomes of the GHG analysis and solicit early input, followed by the survey to gather feedback on proposed CAP strategies and actions.

The **public meeting** will be an opportunity for interested members of the public to learn more about the CAP, ask questions about the planning process, and provide input on the CAP's vision, goals, and strategies. We will work with the City to identify multiple interactive formats to allow community members to ask questions, share ideas, and state their priorities and concerns, such as real-time polling and facilitated Q&A discussion. Given the ongoing threat of COVID-19, we can offer to host the workshop in a hybrid format if desired, with options for both in-person and online attendance.

After potential CAP strategies and actions are identified and evaluated, a **broad public survey** will allow us to go **"broad" and gather more formal input from as many residents as possible**, and in a consistent format from those who may be interested in the planning process but cannot attend any in-person events. We will work with the City to identify ways to advertise the survey, such as posts on its social media accounts and sharing with local media outlets. The survey will be short and direct, focused on encouraging general community input on goals, strategies, actions, and other priorities to reflect in the CAP.

GIG HARBOR CLIMATE ACTION PLAN

Input gathered from each public engagement event will be compiled and summarized into a **brief public input summary**. We will report on metrics across all outreach activities and will synthesize the comments received into clear summaries and recommendations for incorporation into the CAP.

Deliverables:

- Preparation and execution of stakeholder/public engagement, including one Council/Commission meeting, one community workshop, and one survey
- Public input summary

TASK 4.4 – DRAFT AND FINAL CAP

At the kick-off meeting, we will work with the City to envision the format, objectives, and audience for the final deliverables. We will establish expectations at the start of the project and will review and discuss these expectations and adjust as appropriate before preparing the draft and final plan documents. We will conclude the project by creating a **clear, concise, and visually engaging Climate Action Plan**. While the exact layout of the plan will be subject to input from the client team, we anticipate it including the following key elements:

- **Introduction and vision:** A description of the vision of a resilient, low-emissions Gig Harbor, explaining the importance of the CAP, and highlighting overlaps with other local plans and initiatives.
- **Climate change context:** A discussion of major emissions sources over which Gig Harbor may have influence, inventory trends, and climate risks/vulnerabilities.
- **Goals and targets:** Short- and long-term emissions reduction and climate resiliency goals and targets.
- **Strategies and actions:** Brief descriptions of overarching climate strategies and their supporting actions.
- **Implementation plan:** A section focused on putting the plan into practice, including action timelines, implementors/partners, potential funding sources, and metrics for tracking progress.

Cascadia will bring together the GHG analysis, public/stakeholder input, and strategies and actions to develop an Admin Draft CAP for City staff review. We will address feedback received from City staff and produce a Public Comment Draft CAP. Once public comment is received, Cascadia will work with the City to respond to comments and identify necessary revisions to prepare the **final Gig Harbor Climate Action Plan** for adoption. As with all Cascadia deliverables, the final CAP will go through independent review by our internal Editorial Board to ensure that the writing is clear, error free, and easy to understand.

Deliverables:

- Admin Draft CAP
- Public Comment Draft CAP
- Final CAP

GIG HARBOR CLIMATE ACTION PLAN

Cost

Our proposed cost for the project is **\$63,000**, inclusive of all labor and expenses.

Task	Est. Hours	Cost
Task 4.0 Kickoff Meeting, Engagement Strategy, & Project Management	48.5	\$8,103
Task 4.1 GHG Emissions Inventory & Analysis	92	\$13,390
Task 4.2 Strategy & Recommendation Development & Prioritization	61	\$9,650
Task 4.3 Public Engagement	82	\$12,152
Task 4.4 Draft & Final CAP	133	\$19,705
Total	416.5	\$63,000

Staff rates for this project are provided below.

Staff Person	Rate
Andrea Martin, Principal-in-Charge	\$250
Addie Bash, Project Manager & Mitigation Lead	\$150
Kristina Zeynalova, Adaptation Lead	\$150
Alyssa Rodriguez, Engagement Lead	\$140
Hailey Weinberg, Project Support/Analyst	\$130
Aaron Gooze, Transportation Specialist	\$265

Climate Program Grant Application Form

Summary

Jurisdiction	City of Gig Harbor
Total funding request	\$76,410.46

1. Jurisdiction Information

Applying Jurisdiction	City of Gig Harbor		
Project Manager	<i>This is the designated lead person who is responsible for grant communications between Commerce and the city/county.</i>		
Name (Lead Contact)	Roxanne Robles		
Title	Senior Planner		
Department	Community Development		
Mailing Address	3510 Grandview Street		
City	Gig Harbor		
State	WA	Zip Code	98335
Telephone Number	(253) 853-7616		
Email	rrobles@gigharborwa.gov		
Financial Contact	<i>Please provide name and contact information for the person who will be responsible for receiving and accounting for the grant funds.</i>		
Name	Roxanne Robles		
Title	Senior Planner		
Department	Community Development		

Telephone Number	(253) 853-7616
E-mail	Rrobles@gigharborwa.gov
Unified Business Identifier (UBI) Number	273-000-606
Statewide Vendor (SWV) Number	SWV0000349-00
Authorized Official	<i>The name and title of the office authorized to sign the grant agreement on behalf of the city/county.</i>
Name	Carl deSimas
Title	Principal Planner
Email	cdesimas@gigharborwa.gov

2. Scope of Work and Project Schedule

Provide a proposed scope of work, detailing the grant objective (project), actions, steps and deliverables. Instructions are in the Grant Application Instructions.

All grant deliverables must be submitted by June 15, 2023. If you propose multiple grant objectives, actions, steps or deliverables, please copy and paste the appropriate rows below. The example scopes of work from the grant instructions are included at the end of this document if a community wishes to copy portions or all of that material into this table.

Grant Objective: Amend the Gig Harbor Comprehensive Plan to incorporate climate change & complete the City's first Climate Action Plan

Steps/ Deliverables	Description	End Date
Task 1	Facilitate education sessions to inform the Climate Change Comprehensive Plan Amendment Committee (CCCPAC) - Facilitate education sessions - Gather & summarize feedback from CCCPAC to inform comprehensive plan amendment	8/1/2022
Deliverable 1	Summary of feedback from the CCCPAC	8/1/2022
Task 2	Draft the Comprehensive Plan amendment - Incorporate CCCPAC feedback into a draft amendment - Review draft amendment & gather feedback from CCCPAC - Incorporate CCCPAC feedback into draft amendment	9/15/2022

Deliverable 2	Comprehensive Plan draft amendment	9/15/2022
Task 3	Legislative process to adopt the Comprehensive Plan amendment • Planning Commission holds study sessions • Planning Commission holds a public hearing • Planning Commission provides a recommendation to the Council • The Council holds a study session • The Council adopts the Comprehensive Plan amendment by ordinance	12/31/2022
Deliverable 3	Amended Comprehensive Plan	12/31/2022
Task 4	Develop Climate Action Plan • Distribute RFQ • Interview, hire & contract with a consultant • Develop baseline greenhouse gas emissions inventory • Develop strategies for greenhouse gas and climate change mitigation • Conduct public outreach to inform prioritizations • Prioritize strategies based on cost-benefit assessment	6/15/2023
Deliverable 4.1	Greenhouse gas emissions inventory	6/15/2023
Deliverable 4.2	Strategies for greenhouse gas and climate change mitigation	6/15/2023
Deliverable 4.3	Summary of public feedback from outreach	6/15/2023
Deliverable 4.4	Gig Harbor Climate Action Plan	6/15/2023

3. Proposed Budget / Financial Information

Propose a project budget to reflect your expected level of effort for each of the deliverables provided above. This is a performance-based contract, therefore grantees will be paid upon satisfactory completion of deliverables rather than hours spent working on the project. The final deliverable of each grant objective must be at least 20% of the total grant amount for that grant objective.

Grant Objective:	Commerce Funds
Deliverable 1. Summary of feedback from the CCCPAC	\$1,280.05
Deliverable 2. Comprehensive Plan draft amendment	\$4,734.70
Deliverable 3. Amended Comprehensive Plan	\$3,082.34
Deliverable 4. Climate Action Plan	\$67,313.38
Total:	\$76,410.46

Budget Narrative: For each grant objective, please support the funding request with estimates of staff hours (may be per action, step, or deliverable), staff hourly rates, and other expenses.

City staff and respective rates are as follows:

- Department Director (DD) \$95.30 per hour
- Principal Planner (PP) \$77.30 per hour
- Senior Planner (SP) \$58.89 per hour
- Planning Tech (PT) \$37.89 per hour

Consultant rate is assumed to be \$175 per hour to account for staff, materials, and potential subconsultant costs.

Task & Description	Staff	Hours	Subtotal
Task 1.1: Facilitate education sessions to inform the CCCPAC	PP	6	\$1,044.49
	SP		
	PT		
Task 1.2: Gather & summarize feedback from CCCPAC to inform a comprehensive plan amendment	SP	4	\$235.56
Subtotal for Deliverable 1			\$1,280.05
Task 2.1: Incorporate CCCPAC feedback into a draft amendment	DD	4	\$3,355.21
	PP	8	
	SP	40	
Task 2.2: Review draft amendment & gather feedback from CCCPAC	PP	3	\$408.57
	SP		
Task 2.3: Incorporate CCCPAC feedback into draft amendment	DD	2	\$970.92
	PP	4	
	SP	8	
Subtotal for Deliverable 2			\$4,734.70
Task 3.1: Planning Commission holds a study session	PP	3	\$640.02
	SP	5	
	PT	3	
Task 3.2: Planning Commission holds a public hearing	PP	3	\$640.02
	SP	5	
	PT	3	
Task 3.3: Planning Commission provides a recommendation to the Council	PP	3	\$640.02
	SP	5	
	PT	3	
Task 3.4: The Council holds a study session	PP	3	\$640.02
	SP	5	
	PT	3	
Task 3.5: The Council adopts the Comprehensive Plan amendment	PP	3	\$522.24
	SP		
	PT		
Subtotal for Deliverable 3			\$3,082.34
Task 4.1: Distribute RFQ	PP	1	\$367.64

City staff and respective rates are as follows:

- Department Director (DD) \$95.30 per hour
- Principal Planner (PP) \$77.30 per hour
- Senior Planner (SP) \$58.89 per hour
- Planning Tech (PT) \$37.89 per hour

Consultant rate is assumed to be \$175 per hour to account for staff, materials, and potential subconsultant costs.

	SP	3	
	PT		
Task 4.2: Interview, hire & contract with a consultant	PP	6	\$817.14
	SP		
Task 4.3: Consultant & project management	PP	10	\$3,128.6
	SP	40	
Deliverable 4.1: Greenhouse gas emissions inventory, consultant costs		80	\$14,000
Deliverable 4.2: Strategies for greenhouse gas and climate change mitigation, consultant costs		80	\$14,000
Deliverable 4.3: Summary of public feedback from outreach, consultant costs		40	\$7,000
Deliverable 4.4: Gig Harbor Climate Action Plan, consultant costs		160	\$28,000
Subtotal for Deliverables 4.1-4.4			\$67,313.38

4. Grant Application Questions and Scoring Method

Please answer each of the below questions. Applications are scored based on the responses to questions. After scoring, the applications are ranked by total points. The scores, together with the total number of applications received, will assist in determining the grant funding and any adjustments needed.

4a. Readiness to Proceed: (0-20 points) Please describe your plan to initiate and complete this project by June 15, 2023. See grant instructions for additional detail on what to include in this section.

Plan Initiation

The Gig Harbor City Council (the Council) has prioritized climate change goals and project actions through the *City of Gig Harbor Two-Year Strategic Plan 2022-2023 (the 2022-2023 Strategic Plan)*, and work is already underway to complete the Comprehensive Plan amendment. Previous administrations were not supportive of climate change action or policies, and *climate change* was removed from the Gig Harbor Comprehensive Plan in 2018. Therefore, to appropriately pursue further plans and policy work, it is imperative that the Comprehensive Plan include both the concept of *climate change* as well as goals related to the climate emergency.

Work Completed

City staff has, by the time of submittal, completed the following actions towards the objective:

- Acted upon the Council's 2022-2023 Strategic Plan and begun the Comprehensive Plan amendment process to include climate change;

- Developed an educational program and schedule;
- Recruited the CCCPAC, a 20-person body comprised of internal and external stakeholders from numerous organizations and disciplines;
- Recruited subject matter experts for topics including regional issues, statewide approaches, buildings, transportation, land use, and waste management;
- Conducted two of the five education sessions.

Key Staff

The project manager for the climate change Comprehensive Plan amendment is Roxanne Robles, a senior planner, and she is supervised by Carl deSimas, the City's principal planner. Interim City Administrator and Community Development Director, Katrina Knutson, AICP will also be involved. Roxanne and Carl have worked closely with the Community Development Director, Katrina Knutson, AICP, to develop a program and timeline supported by the Council and the Mayor, as evident in the Mayor's *Letter of Commitment*. The project timeline reflects the need to educate stakeholders, incorporate their feedback into a draft Comprehensive Plan amendment, and the timeline required for the legislative process.

Katrina Knutson, AICP, will provide general project oversight and policy guidance. Katrina is currently the City's Interim City Administrator and Community Development Director. Katrina has over 16 years of planning, land-use, public outreach, policy, and management experience.

Carl de Simas will provide direct support to the project as part of the project team. Carl has 15 years of planning, land-use, public outreach, policy and management experience. Throughout his career he has managed several contracts and grants including, but not limited to: Three years as the Program Manager for the City of Seattle Business Improvement District Program in the Central District; and, a successful sustainability grant application and program at the City of Sammamish.

Roxanne Robles has previously written an application for the Washington State Department of Natural Resources (DNR) Community Forestry Assistance Grant, which was awarded in April 2022, and for which she is currently project manager. Her previous grant experience includes COVID relief grants provided by the City of Seattle for The Bikery, a nonprofit educational bike shop for which she was previously a board member.

4b. Local Commitment to the project: (0-10 points) See grant instructions for additional detail on what to include in this section.

Members of the Council have been interested in climate change action and understand climate change to be an emergency. The Council convened at a retreat in January 2022 and developed five priority goals, one of which was to *create a climate and sustainability action plan*. The Council subsequently adopted the 2022-2023 Strategic Plan in March 2022, which included a goal to *address climate change* and project actions to *incorporate climate change into the City's Comprehensive Plan* and *adopt a Climate and Sustainability Action Plan*. As a result of these commitments and goals, the City began planning the climate change Comprehensive Plan amendment in April 2022.

4c. Local Need: (0-30 points) See grant instructions for additional detail on what to include in this section.

Has your jurisdiction undertaken similar activities in the past?

No. The City of Gig Harbor has not previously undertaken a program of this nature, nor are there any plans, policies, regulations, or ordinances addressing any specific goals or actions related to climate change.

Will the proposed activity be an update to an outdated plan or will this be a first effort?

This will be a first effort to meaningfully incorporate specific climate change goals and actions into the Comprehensive Plan and will facilitate the Council's directive to complete a Climate and Sustainability Action Plan, as well as other climate change policies and actions.

4d. Potential Impact: (0-40 points) Respond to the following questions:

How will the proposed activity advance climate change goals and policies in your comprehensive plan update?	The Gig Harbor Comprehensive Plan currently contains no mention of <i>climate change</i>, and <i>climate change</i> was removed from the Comprehensive Plan in 2018. Completing the educational program to inform CCCPAC stakeholders and gathering informed feedback on Comprehensive Plan goals and actions will develop a thoughtful Comprehensive Plan amendment. The City has never undertaken a Climate Action Plan, and will use grant funds to hire a consultant to develop a Climate Action Plan. Grant funding will allow the City to complete two actions from the Council's Strategic Plan for 2022-2023.
How will the proposed activity support your community in meeting Vision 2050 greenhouse gas and per capita vehicle miles traveled reduction targets?	The City currently has no baseline for greenhouse gas emissions or per capita vehicle miles traveled, because we have not had the political latitude to conduct plans or projects related to climate change. Vision 2050 promotes outcomes which are embedded in many of the City's current Comprehensive Plan. However, project goals and actions to specifically reduce carbon emissions and the region's contribution to climate change are lacking.
How will the proposed activity better prepare your community for climate impacts?	The climate action program, funded by this grant, will provide education and opportunity for feedback for regional stakeholders. In the educational sessions that have been conducted, stakeholders are very concerned about deforestation, emergency management, and the economic future of the waterfront downtown. At present there are no directives in the Comprehensive Plan to consider climate change in City plans, policies, and regulations. City staff utilizes best practices in their approach to planning and development review however, this is not the same as a cohesive City-wide approach.

Will your activity include measures that also generate co-benefits of improved ecological function?	Yes. The climate change efforts are being coordinated with the City's Stormwater Management Action Plan and the Urban Forestry Program, both of which are currently in progress. Project managers for these programs are on the CCCPAC. Additionally, several external stakeholders on the CCCPAC are associated with sustainability and resource management for Pierce County, the Port of Tacoma, and Harbor WildWatch. They will be able to provide feedback, and help the City prioritize goals and actions throughout the Comprehensive Plan amendment process that will provide ecological co-benefits.
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CHECKLIST

Applications and supporting documentation must be emailed gmsclimate@commerce.wa.gov by 5:00 p.m. on Friday, June 17, 2022 for first round. See instructions for details on second round deadlines.

- ☒ Letter of commitment from the mayor or authorized official.
- ☒ Submit application (12 pages or less) along with any previous climate mitigation or resilience plans conducted by your jurisdiction.

Example Scope of Work

Items in this Scope of Work are suggestions. We encourage grantees to incorporate work to support their Periodic Update when possible.

Action: Climate Mitigation Plan			
Tasks / Deliverables	Description		End Date
Task 1	Project Management Monthly invoices and status reports to the Department of Commerce		6/30/2023
Deliverable 1.1	Monthly invoices.		6/30/2023
Deliverable 1.2	A summary of the results of the work undertaken with support of this grant.		6/15/2023
Task 2	Project Coordination and Public Engagement a. Convene up to six Steering Committee meetings b. Develop and manage project website c. Brief policymakers and planning commission		6/15/2023
Deliverable 2.1	A summary of the participation and input from community members and legislative bodies.		6/15/2023

Task 3	Plan Development Provide assessment of actions for the draft Climate Mitigation Plan. a. Identify Measures – Identification of measures to reduce per capita greenhouse gas emissions. b. Equity Assessment – Assess potential equity considerations for implementation of priority actions c. Economic Assessment – The Cost/Benefit analysis will focus on actions likely to be implemented in the first two years following completion of the overall mitigation plan.		
Deliverable 3.1	• Draft greenhouse gas emission reduction measures		2/15/2023
Deliverable 3.2	• Draft Equity Assessment		2/15/2023
Deliverable 3.3	• Cost/Benefit Assessment		2/15/2023
Task 4	Support for Comprehensive Plan Amendments Identify amendments to support integration into the Comprehensive Plan and associated development codes.		6/15/2023
Deliverable 4.1	• Memo identifying proposed Comprehensive Plan Amendments. • A schedule of proposed actions to integrate Climate Mitigation Plan into the comprehensive plan update.		6/15/2023
Deliverable 4.2	• A resolution of support of the Climate Mitigation Plan		6/15/2023



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

Meeting Date: December 12, 2022

SUBJECT: Small Public Works Contract for Well #3 Tree Removal

SUBMITTED BY: Jeff Langhelm, Public Works Director

DEPARTMENT: Public Works

PHONE: 851-8136

SUGGESTED MOTION: Move to authorize the Public Works Director to execute a Small Public Works Contract for the Well #3 Tree Removal.

BACKGROUND INFORMATION: In October 2022, during the Shurgard Tank Vent Replacement and Handrail Installation Project, it was discovered that several trees on the property may cause significant damage to the water system. The roots may also be encroaching into the existing underground utilities. Per the water system operating permit, trees and their canopies are to be kept away from water infrastructure.

Davey Resource Group Inc. (DRG) was contracted by the City to perform a Level 2 Tree Risk Assessment on ten (10) trees at the Well #3 site. After DRG analysis, it was concluded that the inspected trees will need to be removed entirely to ensure that the water tower and underground pipes are not further damaged by the root systems. The City Planning Department reviewed the DRG report and approved removal of Trees #939 and #940 at this time.

This Small Public Works Contract provides removal these two trees which were beginning to fuse together at the base and had their canopies reduced where they extended close to the adjacent water tower.

In accordance with the City's Contract Procurement Procedures (Resolution No.1066), staff solicited quotes from contractors on the Small Works Roster and received the following quotes to complete the scope of work.

BIDDER	TOTAL BID AMOUNT
Archon Tree Services Inc.	\$3,440.80
Williams Tree and Stump Removal LLC	\$6,528.00

While the City is not required to replant new trees to mitigate the removal of these trees, Staff did consider replanting at the site with native shrubs. However, due to the size of this site there is not sufficient room to plant shrubs or additional trees because of the underground piping that may need to be accessed in the future. Additionally, all open space that currently exists is utilized for well head access, well house access, future stand-by emergency generator site, and access to the water valves for the tank and associated water mains. Adding any additional vegetation may hamper these activities.

FISCAL CONSIDERATION: This expenditure was not anticipated. Sufficient funding exists in the Water Operating, Well Maintenance Professional Services fund to support the requested additional expenditure.

Expenditure Required: \$3,440.80	Amount Budgeted: \$0	Appropriation Required: \$0
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BOARD/COMMISSION/COMMITTEE RECOMMENDATION:

This item has not been presented separately to City Council, a commission, or a committee.

ATTACHMENTS: Small Public Works Contract

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

**CITY OF GIG HARBOR
SMALL PUBLIC WORKS CONTRACT**

THIS CONTRACT is made and entered into this _____ day of _____, 20____, by and between the City of Gig Harbor, Washington (the "City"), and Archon Tree Service, Inc., a Corporation (the "Contractor").

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

1. Scope of Work: Well #3 Tree Removal

The Contractor agrees to furnish all material, labor, tools, equipment, apparatus, etc. necessary to perform and complete in a workmanlike manner the work set forth in the Scope of Work attached hereto as Exhibit A and incorporated herein by reference.

2. Time of Performance and Completion:

The work to be performed under this Contract shall commence as soon as the Contractor has received a Notice to Proceed from the City and in accordance with the schedule set forth in the Scope of Work.

3. Payments:

The Contractor agrees to perform all work called for at the rate of Three Thousand Four Hundred Forty Dollars and No Center (\$3,440.80), including applicable Washington State Sales Tax. Said sum shall constitute full compensation for all labor, materials, tools, appliances, etc. required to perform the required services.

4. Retainage.

[This section intentionally left blank.]

5. Performance and Payment Bond - 50% Letter.

[This section intentionally left blank.]

6. Warranty/Maintenance Bond.

[This section intentionally left blank.]

7. Indemnification:

- A. The Contractor shall defend, protect, indemnify, and save the City of Gig Harbor harmless from and against any damage, cost or liability including reasonable

attorney fees, for injuries to persons or property arising from acts or omissions of Contractor, his employees, agents or sub-contractors, howsoever caused. The Contractor will be responsible for any damages sustained by his employees to City of Gig Harbor equipment and/or fixtures and shall provide all repairs/replacements, as appropriate, at no cost to the City of Gig Harbor.

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

8. Independent Status of Contractor:

The parties to this contract, 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.

9. Insurance:

- A. The Contractor shall obtain at the Contractor's cost, and maintain in full force and effect during the term of the contract, insurance to meet the following. All carriers (except Workers Compensation) shall have a minimum A.M. Best rating of 'A' VII or better.

The insurance required shall be issued by an insurance company(s) authorized to do business within the State of Washington, and shall name the City of Gig Harbor, its agents and employees, as additional insureds by endorsement under the insurance policy(s). All policies shall be primary to any other valid and collectable insurance. The City of Gig Harbor does not waive its right to subrogation against the Contractor, and the policy shall be so endorsed. The Contractor shall give the City of Gig Harbor, 30-days advance notice of any insurance cancellation.

The Contractor shall submit to the City of Gig Harbor, within 15-days of the contract effective date, a Certificate of Insurance, which outlines the coverage and limits

defined in the Insurance section. Contractor shall submit renewal certificates as appropriate during the term of the contract.

- B. Subcontractors: The Contractor is responsible for ensuring that each subcontractor of every tier obtain at a minimum the same insurance coverage and limits as stated herein for the Contractor (with the exception of Builders Risk insurance). Upon request of the City, the Contractor shall provide evidence of such insurance.
- C. No Limitation: Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- D. Minimum Scope of Insurance: The Contractor shall obtain insurance at no cost to the City with the minimum following amounts:
 - 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 and shall cover liability arising from premises, operations, stop gap liability, independent Contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. If the Contractor will be conducting excavation or underground operations, then the Commercial General Liability insurance shall be endorsed for the Contractor's liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy, and Umbrella policy, with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage. The Contractor's Commercial General Liability policy shall include Waiver of Transfer of Rights of Recovery Against Others to Us endorsement (CG 24 04 05 09) or equivalent coverage.
 - iii. Workers' Compensation. The Contractor shall provide or purchase industrial insurance coverage prior to performing work under this contract. The City of Gig Harbor will not be responsible for payment

of industrial insurance premiums or for any other claim or benefit for this Contractor or any sub-Contractor or employee of the Contractor which might arise under the industrial insurance laws during the performance of duties and services under this contract. If the Department of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result of work performed under this contract, those payments shall be made by the Contractor; the Contractor shall indemnify the City of Gig Harbor and guarantee payment of such amounts.

Work adjacent to/or over navigable waterways may require coverage under either U.S. Longshoreman's and Harbor Workers Act, or the Jones Act. It is the Contractor's sole responsibility to determine if either of these two coverages must be obtained by the Contractor.

- iv. Builders Risk insurance covering interests of the City, the Contractor, subcontractors, and sub-subcontractors in the work. Builders Risk insurance shall be written on a "Special" causes of loss policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood and earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings and debris removal. This Builders Risk insurance covering the work will have a deductible of at least \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The policy shall include an occupancy clause and list as loss payee the City. The Builders Risk insurance shall be maintained until final acceptance of the work by the City.
- v. Builders' Risk Installation Floater For projects with equipment, materials, or fixtures valued over \$10,000 to be installed, in-transit, or stored off-site Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, a Builders' Risk Installation Floater for coverage of Contractor's labor, materials and equipment to be used for completion of work performed under this Contract. The minimum amount of coverage to be carried shall be equal to the full amount of the Contractor's labor, equipment, materials, or fixtures to be installed, in-transit, or stored off-site during the performance of this Contract. The policy shall include as loss payee the City, the Contractor and its sub-contractors as their interest may appear.

E. Minimum Amounts of Insurance: Contractor shall maintain at least the following insurance limits:

- i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- ii. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 per project aggregate and a \$2,000,000 products-completed operations aggregate limit.
- iii. Industrial Insurance Coverage: The Contractor shall provide or purchase industrial insurance coverage prior to performing work under this contract, with Washington Stop gap Employer's Liability minimum limits of \$1,000,000 each accident, \$1,000,000 disease - each employee, \$1,000,000 disease - policy limit.

The City will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for this Contractor or any sub-Contractor or employee of the Contractor which might arise under the industrial insurance laws during the performance of duties and services under this contract. If the Department of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result of work performed under this contract, those payments shall be made by the Contractor; the Contractor shall indemnify the City and guarantee payment of such amounts.

- iv. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

F. Other Insurance Provisions: The Automobile Liability, Commercial General Liability, and Builders Risk insurance policies are to contain, or be endorsed to contain the following:

- i. The Contractor's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
- ii. The Contractor's insurance shall not be changed or cancelled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
- iii. 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.

- G. Contractor's Insurance for Other Losses: The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee-owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or Contractors as well as to any temporary structures, scaffolding and protective fences.
- H. Verification of Coverage: The Contractor shall furnish the City of Gig Harbor 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 Contractor before commencement of the work.

10. Prevailing Wage:

- A. The prevailing rate of wage to be paid to all workmen, laborers, or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of prevailing wage rates for the locality or localities where this Contract will be performed as determined by the Industrial Statistician of the Department of Labor and Industries, are attached hereto and by reference made a part of this Contract as though fully set forth herein.
- B. On or before the date of commencement of the work, the Contractor shall file a statement under oath with the City and with the Director of Labor and Industries certifying the rate of hourly wage paid and to be paid each classification of laborers, workmen, or mechanics employed upon the work by the Contractor or any Subcontractor, which shall not be less than the prevailing rate of wage. Such statement and any subsequent statement shall be filed in accordance with the practices and procedures required by the Department of Labor and Industries.
- C. By signing this contract, Contractor certifies its compliance with the bidder responsibility criteria of RCW 39.04.350(1) and (2). Pursuant to the requirement of RCW 39.06.020, the Contractor has verified the bidder responsibility criteria for all of its first-tier subcontractors. A subcontractor of any tier hiring other subcontractors shall verify the bidder responsibility criteria for each of its subcontractors at the time of subcontract execution.

11. Termination:

- A. Termination for Contractor's Default. If the Contractor refuses or fails to make adequate progress of the work, or to prosecute the work or any separable part

thereof with such diligence that will insure its completion within the time specified in this Contract, or defaults under any provision or breaches any provision of this Contract, the City may serve notice upon the Contractor and its surety of the City's intention to terminate by default the right of the Contractor to perform the Contract, and unless within ten (10) days after the serving of such notice, the Contractor shall satisfactorily arrange to cure its failure to perform and notify the City of the corrections to be made, the right of the Contractor to proceed with the work shall terminate. In the event of any such termination, the City shall serve notice thereof upon the Surety and the Contractor, provided, however, that if the Surety does not commence performance thereof within twenty (20) days from the date of the mailing to such Surety of the notice of termination, the City may take over the work and prosecute the same to completion by Contract or otherwise for the account and at the expense of the Contractor. In the case of termination for default, the Contractor shall not be entitled to receive any further payment until the work is finished.

- B. Termination by City for Convenience. The performance of work under this Contract may be terminated by the City in accordance with this paragraph in whole or in part, whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance or work under the Contract is terminated, and the date upon which such termination becomes effective. The Contractor shall stop work on the project upon the date set forth in the Notice of Termination and shall take such actions as may be necessary, or as the City may direct, for the protection and preservation of the work. After receipt of a Notice of Termination, the Contractor shall submit to the City its termination claim, in the form and with the certification prescribed by the City. Such claim shall be submitted promptly but in no event later than 3 months from the effective date of the termination. Upon approval by the City, the termination claim shall be paid.
- C. Termination by Contractor. If the work should be stopped under an order of any court, or other public authority, for a period of thirty (30) days, through no act or fault of the Contractor or of anyone employed by him, then the Contractor may, upon seven (7) days written notice to the City, terminate this Contract and recover from the City payment for all work executed and any proven loss sustained. Should the City fail to pay to the Contractor, within the payment period provided for in this Contract, any sum due and owing, then the Contractor may, upon seven (7) days written notice to the City, stop the work or terminate this Contract.

12. Compliance with Laws:

The Contractor shall at all times comply with all applicable state and local laws, rules, ordinances and regulations.

13. Nondiscrimination:

Except to the extent permitted by a bona fide occupational qualification, the Contractor agrees that the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, honorably discharged veteran or military status, sexual orientation, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability.

14. Relationship of Parties:

The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Contractor is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subcontractor of the Contractor shall be or shall be deemed to be the employee, agent, representative or subcontractor of the City. In the performance of the work, the Contractor is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or subcontractors of the Contractor. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and subcontractors during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Contractor performs

15. Legal Action:

In the event that either party shall bring suit to enforce any provision of this Contract or to seek redress for any breach, the prevailing party in such suit shall be entitled to recover its costs, including reasonable attorneys' fees.

16. Entire Agreement:

This Contract, together with all attachments, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations and agreements, whether written or oral. This Contract may be amended only by written change order, properly signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first written above.

CITY OF GIG HARBOR

CONTRACTOR

PUBLIC WORKS DIRECTOR
Date:_____

Print:_____
Title:_____
Date:_____

ATTEST/AUTHENTICATED:

JOSH STECKER, CITY CLERK

APPROVED AS TO FORM:

OFFICE OF CITY ATTORNEY

PROJECT SCOPE OF WORK:

This contract work includes the taking down of two Douglas Fir trees referenced as ID #939 and #940 in Davey Resource Group Inc. Arborist Report, (dated October 2022). Contractor shall drop trees in a manner that will not damage well house, water reservoir, fence, or any other permanent ground features. It is up to the contractor to determine their means and methods to safely take down the two trees.

All fallen tree debris shall be dropped onto City owned well site parcel and not onto neighboring storage unit property. The City has an easement (2744072) on the Shurgard Property in the location of the gate to the well house property where a crane could be set up for tree removal. Logs and limbs shall be stacked in two separate piles by Contractor and City will be responsible for the cleanup of the fallen logs, limbs and debris. Stumps shall be cut down to 1' above the ground.

The Contractor will have five (5) working days from the Notice to Proceed to complete the work.

Acknowledgement:

The undersigned bidder declares that he has read the contract, understands the conditions, has examined the site, and has determined for himself all situations affecting the work herein bid upon.

And, bidder proposes and agrees, if this proposal is accepted, to provide at bidder's own expense, all labor, machinery, tools, materials, etc. including all work incidental to, or described or implied as incidental to such items, and that the bidder will complete the work within the time stated and further, the bidder will accept in full payment for the unit price(s) and/or lump sum price indicated for the Work as set forth in the bid below.

BID ITEM	DESCRIPTION	UNIT	TOTAL PRICE
1	Well #3 Tree Removal - Scope of Work dated November 14, 2022	Lump Sum	\$ 3162.50
SUB-TOTAL			\$ 3162.50
SALES TAX @ 8.8%			\$ 278.30
BID TOTAL			\$ 3440.80

Signature:  Date: 11/28/2022

Printed Name: Jennifer Grimsley Title: Office Manager

Company Name: Archon Tree Services, Inc.

Address: 15941 Peacock Hill Rd SE

Olalla, WA 98359

Phone: 253-858-8733

Email address: jennifergrimsley@archontree.com

UBI Number: 602447618

WA Contractor License No.: ARCHOTS940MP



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

Meeting Date: December 12, 2022

SUBJECT: Resolution 1265 Authorizing the Mayor to Execute a Memorandum of Understanding with the City of Milna, Croatia, Establishing a Sister City Relationship

SUBMITTED BY: Josh Stecker, City Clerk

DEPARTMENT: Administration

PHONE: 853-7613

SUGGESTED MOTION: Move to approve Resolution 1265

BACKGROUND INFORMATION: At the December 1 City Council study session, Mayor Markley update Council on developments to establish a Sister City relationship with the City of Milna on the island of Brac in Croatia.

Over the past few years, several local residents have been unofficially reaching out to potential Sister City partners on behalf of the City. Earlier this year we approved a Sister City agreement with the city of Bodø, Norway. The group has also reached out to two cities in Croatia—Milna and Selca on the island of Brac.

Earlier this month, Mayor Markley met with Frane Lozić, the Mayor of Milna. Mayor Lozić expressed great enthusiasm for forming a Sister City partnership with the City and proposed having a joint meeting of our two Councils in the near future.

Resolution 1265 is based on the model signed with Bodø and has been prepared to formalize the agreement with Milna.

FISCAL CONSIDERATION: None.

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: None.

ATTACHMENTS: Resolution 1265

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

RESOLUTION 1265

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

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

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

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

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

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

ADOPTED by the City Council of the City of Gig Harbor at a regular meeting thereof, held this 12th day of December, 2022.

Tracie Markley
Mayor

Attest:

Joshua Stecker, CMC
City Clerk

EXHIBIT A

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

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

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

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

1. To promote common prosperity and development, both Cities will organize, on the basis of equality, mutual benefit and goodwill, cultural exchanges, contacts to support an electronic "pen pal" program for students, and other information sharing that may include art, business and commerce, culture, governmental administration, health and sports interests, history, science, technology and other information sharing.
2. Citizens, civic and business groups of each city are recognized as ambassadors of goodwill to organize exchanges that may include the above topics.
3. Each City shall organize exchanges, to the extent possible, involving adults and students within the duration of this Memorandum of Understanding. Each exchange and or visit shall be reviewed in advance between the City of Gig Harbor and the City of Milna or their designated Sister City Organizations.
4. Each Sister City or its designated Sister City Organization agrees to assume all costs of a visit to the Sister City including accommodations, meals and tours unless home stays and other accommodations are agreed upon in advance.
5. Exchange visit details and activities shall be cooperatively agreed upon by organizing citizens, civic and business groups. Activities shall be provided with the objective to deepen cultural awareness and friendship between citizens, business leaders and government officials.
6. The implementation of the MOU will start on the date of its signature by Both Signatories with a duration of 3 years with the intention to revisit the agreement before it ends to prolong or amend if deemed necessary.
7. This MOU is not legally binding, does not give rise to legal rights or obligations under international law, and the above-mentioned activities will be conducted within the budgetary constraints of each Signatory's law.
8. Any difference concerning the interpretation and implementation of this MOU shall be resolved by dialogue between the two Signatories.

9. This Memorandum of Understanding represents the entire agreement between the Cities. It may not be changed or modified without a resolution signed by the leaders of both cities.

These two Cities hereby execute this Memorandum of Understanding.

Mayor Tracie Markley Date
Gig Harbor, Washington, USA

Mayor Frane Lozić Date
Milna, Croatia



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

Meeting Date: December 12, 2022

SUBJECT: Appointment of Mark Burcar to the Planning Commission.

SUBMITTED BY: Tiffany Aliment, Assistant City Clerk

DEPARTMENT: Administration

PHONE: 851-6137

SUGGESTED MOTION: Move to confirm the appointment of Mark Burcar to the Planning Commission with a term expiring June 30, 2026.

BACKGROUND INFORMATION: The Mayor interviewed Mark Burcar during the last round of Planning Commission appointments and, although he was not appointed at that time, Mark Burcar was a finalist. With the recent resignation and vacancy, the Mayor proposes to appoint Mark Burcar to the Planning Commission.

FISCAL CONSIDERATION: None.

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: N/A

ATTACHMENTS: None.

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



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

Meeting Date: December 12, 2022

SUBJECT: Resolution 1266 Adopting Revised City Council Guidelines & Procedures

SUBMITTED BY: Josh Stecker, City Clerk

DEPARTMENT: Administration

PHONE: 853-7613

SUGGESTED MOTION: Move to approve Resolution 1266

BACKGROUND INFORMATION: During the September 22 Retreat and December 1 Study Session, Council reviewed and revised its Guidelines & Procedures document to include a new section on procedures for filling a Council vacancy along with other various revisions.

Resolution 1266 adopts a new set of Council Guidelines & Procedures which replaces the previously adopted version and captures Council's requested revisions during the study session.

FISCAL CONSIDERATION: None.

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: None.

ATTACHMENTS: Resolution 1266

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

RESOLUTION 1266

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ADOPTING REVISED CITY COUNCIL GUIDELINES & PROCEDURES

WHEREAS, the City Council and Mayor wish to adopt formal guidelines and procedures to govern the conduct of their meetings in order to increase meeting efficiency and reduce conflict; and

WHEREAS, RCW 35A.12.120 authorizes the City Council to “determine its own rules and order of business and to establish formal rules for the conduct of council meetings”; and

WHEREAS, these guidelines and procedures are adopted for the sole benefit of the members of the City Council and the Mayor to assist in the orderly conduct of Council business; and

WHEREAS, these guidelines of procedure do not grant rights or privileges to members of the public or third parties; and

WHEREAS, the City Council may implicitly or by a majority vote determine to temporarily waive any of these guidelines or procedures; and

WHEREAS, these guidelines and procedures were first adopted on October 26, 2020 and subsequently amended on April 25, 2022; and

WHEREAS, the City Council desires to provide procedures for taking public comment, the conduct of advisory boards, issuing proclamations, general councilmember communications, and other matters;

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

Section 1. The City of Gig Harbor City Council hereby adopts the City Council Guidelines & Procedures as set forth in Exhibit A.

Section 2. Resolution 1238 adopting City Council Guidelines & Procedures is hereby repealed.

Section 3. Administrative Policy A-13-01 Filling Council Vacancies is hereby repealed.

ADOPTED by the City Council of the City of Gig Harbor at a regular meeting thereof, held this 12th day of December, 2022.

Tracie Markley
Mayor

Attest:

Joshua Stecker, CMC
City Clerk



CITY OF GIG HARBOR

COUNCIL GUIDELINES & PROCEDURES

REVISED DECEMBER 12, 2022

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ARTICLE 1 – PURPOSE & SCOPE

The City Council Guidelines and Procedures should be considered a means to an end, and not an end in themselves. If used well, guidelines of procedure will advance fundamental goals and principles. They will help council spend its time well and make good decisions on behalf of the community. The guidelines should not become the master and the primary focus for the meeting. The "horse" (the principles) should come before the "cart" (the guidelines).

These guidelines of procedure are adopted for the sole benefit of the members of the City Council and the Mayor to assist in the orderly conduct of council business. These guidelines of procedure do not grant rights or privileges to members of the public or third parties. Failure of the City Council to adhere to these guidelines shall not result in any liability to the City, its officers, agents, and employees, nor shall failure to adhere to these guidelines result in invalidation of any council act. The City Council may implicitly or by a majority vote determine to temporarily waive any of the guidelines. Council action taken in disregard or non-conformity with these guidelines shall be construed as an implicit waiver.

The purpose of this document is to state shared values and workflows that emulate to the Gig Harbor Community that the council is dedicated to service with civility, accountability, public confidence, and respect. The City Council understands that in order for the City to run efficiently and transparently, there must be a set of rules and procedures that are regularly followed. The City Council, by adoption of this document, seeks to inspire public confidence in the City government.

The City Council has a responsibility to set the policies for the City. In doing so, certain types of conduct are beneficial while others are destructive. The council is composed of individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all choose to serve in public office and, therefore, have the obligation to preserve and protect the well-being of the community and its citizens. In all cases, this common goal should be acknowledged, and the council must recognize that certain behavior is counterproductive, while other behavior will lead to success.

STATEMENT OF ETHICS

Gig Harbor City Councilmembers shall:

- Be dedicated to the concepts of effective and democratic government.
- Affirm the dignity and worth of the services rendered by government and maintain a sense of social responsibility.
- Be dedicated to the highest ideals of honor and integrity in all public and personal relationships.
- Recognize that the chief function of local government at all times is to serve the best interest of all the people.

- Keep the community informed on municipal affairs and encourage communications between the citizens and all municipal officers.
- Emphasize friendly and courteous service to the public and each other; seek to improve the quality of public service and confidence of citizens.
- Seek no favor; do not personally benefit or profit by confidential information or by misuse of public resources.
- Conduct business of the City in a manner which is not only fair in fact, but also in appearance.

PUBLIC SERVICE AGREEMENTS

1. Disagreement and difference of opinion is an honored and respected feature of government in Gig Harbor. Councilmembers will acknowledge and respect other member's perspectives. In areas of disagreement with another councilmember, every attempt will be made to have a private conversation outside of a council meeting first.
2. Councilmembers will take special care to listen and hear other member perspectives. Communication will be done respectfully, kindly, and directly. Councilmembers will refrain from directing disrespectful gestures and using intimidating behaviors toward each other.
3. Public input is paramount to crafting City policy. Councilmembers will actively listen and seek to understand citizen feedback.
4. Councilmembers will base their decisions on facts, but reconsider decisions if changing circumstances warrant reconsideration.
5. Councilmembers will not seek out the media to vent feelings when on the losing end of a vote.
6. Councilmembers will not criticize those who voted against their position on issues.
7. Once the council has adopted policy or an issue is passed/defeated by majority vote, remaining councilmembers will not work against the decision.
8. Once a vote has been taken on an issue, councilmembers will support the policy/vote of the council.
9. When asked about an issue that has been decided by the council, councilmembers will state the council's position, and that they support the body's decision. If asked, councilmembers may give their individual views on the issue.

ARTICLE 2 – CITY COUNCIL MEETINGS

2.1 City Council Meetings Defined

A City Council meeting is any meeting comprised of four or more councilmembers where City business is conducted. All City Council meetings are subject to all provisions of the Open Public Meetings Act (OPMA).

Types of City Council meetings include:

- **Regular and Official Meetings** – The City Council meets in regular session on the second and fourth Mondays of each month at 5:30 p.m., as established in GHMC Chapter 2.04. In the event any of the regular and official meeting days fall upon a legal holiday, the regular and official meeting day shall be on the Tuesday following the second and fourth Monday of each month. During the months of August and December, the Mayor is directed to cancel the second regular meeting of the month, unless the Mayor or City Council determines that it is necessary to hold these meetings to conduct essential City business.
- **Special Meetings** – Special meetings may be called by the Mayor or a majority of council. Council may take final action on items published on the agenda of a Special Meeting.
- **Study Sessions** – Study sessions provide council with the opportunity to discuss and explore issues before progressing the matter to a regular and official meeting for final action. Council may direct the Mayor to direct staff by motion or consensus at study sessions, but council may not take final action on any matters. In order to encourage discussion, study sessions are intended to be less formal in nature than regular meetings. It is appropriate for councilmembers to address each other informally during these meetings while still maintaining civility and decorum.
- **Council Retreats** – Annually, or as needed, council may hold retreats to discuss work plans and visioning for future action. Similar to study sessions, council may direct the Mayor to direct staff by motion or consensus, but council may not take final action on any matters.
- **Workshops** – Workshops are utilized to provide training or procedural guidance to council on the role and function of council and other City governance matters.
- **Emergency Meetings** – An Emergency Meeting may be called without notice requirements. An Emergency Meeting deals with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage, when time requirements of a 24-hour notice would make notice impractical and increase the likelihood of such injury or damage. Emergency Meetings may be called by the Mayor or majority of councilmembers. The minutes will indicate the reason for the emergency.
- **Remote Meetings** – Any of the preceding meetings may be designated as a remote meeting during a state of emergency declared by the City, State, or federal government at the discretion of the Mayor, or by a quorum of the

City Council if allowed by law. A remote meeting is a meeting of the City Council during which a quorum or more of councilmembers appear or attend entirely by phone, the internet, or via other electronic means that allow real-time verbal communication during which all participants are simultaneously able to hear each other. Final action may be taken during remote meetings. Remote meetings are subject to all requirements of the Open Public Meetings Act. The public shall be provided with access and notice for all meetings as required by the Open Public Meetings Act.

At all council Meetings, a majority of the council shall constitute a quorum for the transaction of business.

All City meetings will be broadcast live using the Zoom meetings platform (or another similar platform at the discretion of the City Clerk) to allow residents to attend the meetings remotely. Public comment will be accepted by remote attendees at the appropriate portions of the meeting as defined in these Procedures & Guidelines.

Councilmembers and the Mayor may appear at a council meeting by remote connection. Councilmembers intending to attend a meeting remotely should notify the Mayor and City Clerk in advance of the meeting. In instances when the Mayor is remotely attending a meeting, the Mayor will still function as the Presiding Officer. These remote attendance guidelines do not apply to Remote Meetings as defined above.

The City Clerk or Assistant City Clerk shall attend all council meetings. If the City Clerk and the Assistant City Clerk are absent from any council meeting, the City Administrator shall appoint a Clerk for that meeting.

Any City employee shall attend a City Council meeting when requested by the Mayor or City Administrator for clarification or explanation of agenda items.

2.2 Rules of Order

All City Council meetings shall be guided by the most recent edition of *Robert's Rules of Order*, as published by Scott, Foresman and Company. A quick reference chart of the most common "Rules of Order" questions is attached as **Exhibit A**. The City Clerk shall act as parliamentarian during all meetings of the City Council.

The Mayor shall be addressed as "Mayor (surname)." Councilmembers shall be addressed as "Councilmember (surname)."

Councilmembers should speak to the issues in a civil manner, respecting the viewpoints of others, and focus on the issue at hand, sharing their own motives and reasons for supporting or not supporting an item for discussion in a polite manner towards each other and the public. Respect should be shown to present

and past councilmembers, the Mayor, and staff. If a motion is on the table, councilmember comments should speak to the motion. If an amendment to a motion is on the table, councilmember comments should speak only to the amendment.

The purpose of council discussion is to make known a councilmember's stance on a particular issue. Councilmembers should not use their comments in an attempt to debate their fellow councilmembers. Comments should be concise, succinct, and to the point. Rather than repeating other councilmembers' comments, councilmembers should simply express agreement with prior comments. Councilmembers may call a "point of order" if another councilmember persists in providing comment that is not germane to the issue.

Councilmembers may not email, text, or call anyone during a council meeting, except in an emergency. Councilmembers may not record or broadcast council meetings, aside from the City's authorized recording.

Councilmembers shall be seated in a manner acceptable to council. If there is a dispute, the council will decide by vote.

2.3 Public Comment

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.

The City Council will accept oral public comments at its Regular and Official Council Meetings. Oral comments may be made in person or by remote connection using the Zoom (or similar) meetings platform. Oral comments are not accepted at all other City Council meetings, unless specifically noticed on the agenda for the meeting.

The City Council will accept written comments on all agenda items when sent to mayorandcouncil@gigharborwa.gov.

During regular meetings, speakers will be allotted 3 minutes per individual, unless revised by the Mayor. The Mayor may allocate 5 minutes to speakers speaking on behalf of groups in attendance at the meeting.

In-person comments shall be made from the microphone, first giving the speaker's name and address. No in-person comments shall be made from any other location, and anyone making "out of order" comments may be subject to removal from the meeting.

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 discussion or comment on personalities or indulge in derogatory remarks or insinuations with regard to any councilmember, the Mayor, or any member of the staff or the public.

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

2.4 Role of the Mayor in Council Meetings

It shall be the duty of the Mayor to:

- Call the Meeting to order.
- Call the roll of councilmember attendance.
- Keep the meeting to its order of business.
- Control discussion in an orderly manner.
- Give every councilmember who wishes an opportunity to speak when recognized.
- Permit audience participation at the appropriate times.
- Require all speakers to speak to the question and to observe the rules of order.
- State each motion before it is voted upon.
- Put motions to a vote and announce the outcome.
- Decide all questions of order, subject to the right of appeal to the council by any councilmember.
- Attend all council meetings. In the event that the Mayor is unable to attend a council meeting, the Mayor Pro Tempore shall preside. In the event that both Mayor and Mayor Pro Tempore are unable to attend, council may pick a member to preside for that meeting.

The Mayor has the authority to preserve order at all meetings of the council, to cause removal of any person from any meeting for disorderly conduct, and to enforce these guidelines. The Mayor may command assistance of any peace officer to enforce all lawful orders of the Mayor to restore order at any meeting.

The Mayor shall have the authority to interpret and determine the application of these guidelines to any particular situation occurring during the course of that meeting, subject to an appeal and second by a councilmember, which places the matter before the full council.

2.5 City Council Regular Business Meeting Agendas

Consistent with Gig Harbor Municipal Code Chapter 2.04.030, the agenda for regular business meetings of the council shall be set by the Mayor and City Administrator. Any one of the City's elected officials may place an item on the agenda as long as the item is submitted to the City Administrator a minimum of five working days prior to the council meeting. Other parties desiring to place an

item on the agenda shall submit the item to the City Administrator or Mayor at least five calendar days prior to the council meetings. The City Administrator and the Mayor shall solely determine whether items submitted by other parties shall appear on any City Council agenda.

The accepted order of business for the regular business meetings of the council shall be transacted as follows. The City Administrator or Mayor may rearrange items on the agenda to conduct the business before the council more expeditiously.

I. CALL TO ORDER / ROLL CALL

The Mayor (or Mayor Pro Tempore in the absence of the Mayor) shall call to order the meeting of each City Council meeting. The Mayor shall call the names of each councilmember who will respond in the affirmative if present.

Councilmembers not present at Roll Call of a meeting shall be declared "excused" (if an acceptable reason for the absence was provided in advance of the meeting) or "absent" by the Mayor. Council may reverse the Mayor's declaration by a majority vote. Councilmembers arriving late to the meeting shall be recorded as "present" at the meeting with their arrival time noted in the minutes.

II. PLEDGE OF ALLEGIANCE

The Mayor shall lead the council, staff, and all others present in reciting the Pledge of Allegiance at the beginning of each Regular Business Meeting.

III. LAND ACKNOWLEDGMENT

At the beginning of each Regular Business Meeting of the City Council, the Mayor shall read the following 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 s̓x̓wəbáɬč band of the Puyallup Tribe of Indians, but also on the site of one of the largest and longest standing historic villages of their people, the original inhabitants of the Gig Harbor area."

IV. CHANGES TO THE AGENDA

Councilmembers or the Mayor may make suggested changes to the agenda. Councilmembers wishing to bring up new items for discussion should do so at this time. Changes to the agenda will be approved by a majority vote of the council.

V. CONSENT AGENDA

Each agenda shall include a "consent agenda" in the order of business. When the City Administrator and Mayor determine that any item of

business requires action by the council, but is of a routine and noncontroversial nature, they may cause such item to be presented at a regular meeting of the council as part of the consent agenda.

The reference material for all matters listed within the consent agenda shall be distributed to each member of the City Council for their review prior to the meeting. Matters on such consent agenda shall be considered to be routine and may be enacted by a single motion of the council with no separate discussion unless removed from the consent agenda as hereinafter provided.

If separate discussion of any consent agenda item is desired, that item may be removed from the consent agenda at the request of any individual councilmember. At the conclusion of passage of the consent agenda, those items removed at the request of any individual councilmember shall either be discussed and acted upon before proceeding to the next item of business on the agenda or shall be set to a later position on the agenda for that meeting.

Approval of the motion to approve the consent agenda shall be fully equivalent to approval, adoption, or enactment of each motion, resolution, or other item of business thereon, exactly as if each had been acted upon individually.

VI. PRESENTATIONS

This portion of the meeting is reserved for presentations from individuals or organizations outside of City government. Presentations will be added to the agenda at the discretion of the Mayor and City Administrator or at the request of individual councilmembers.

Presentations should strive to be no longer than 15 minutes in length, not including questions from council.

VII. MAYOR'S REPORT

VIII. CITY ADMINISTRATOR'S REPORT

IX. PUBLIC COMMENT ON NON-AGENDA ITEMS

Public Comment on non-agenda items shall be accepted in accordance with Section 2.3 of these Procedures and Guidelines.

During public comment on items not currently on the agenda, the Mayor may recognize any councilmember or City staff for the limited purpose of providing a brief response, comment, or summary of expected action. No debate of the merits of the item should occur at this time. Any councilmember may indicate that he or she desires to discuss the matter

further on the agenda (under Comments from Council, or as otherwise determined by the Mayor).

X. OLD BUSINESS

Old Business is reserved for items previously considered by council under New Business at a prior regular business meeting. Typically, this will be ordinances returning for a second or third reading.

The sequence of steps for considering old business items shall be:

- a) Staff report
- b) Clarifying questions from council
- c) Public Comment
- d) Council deliberation and action

Public comment will be allowed on all Old Business agenda items unless the matter was previously considered under a formal Public Hearing and the hearing has been closed, or if the matter is governed by ordinance or statute that prohibits the receipt of public comment.

Public Comment on Old Business items shall be accepted in accordance with Section 2.3 of these Procedures and Guidelines. Speakers at all times must confine their remarks to those facts which are germane and relevant, as determined by the Mayor, to the questions or matter under discussion.

Councilmembers should refrain from making motions until the step for council deliberation and action, after taking public comment.

XI. NEW BUSINESS

New Business includes all business items not previously considered by council at a prior regular business meeting.

The sequence of steps for considering new business items shall be:

- a) Staff report
- b) Clarifying questions from council
- c) Public Comment
- d) Council deliberation and action

Public comment will be allowed on all New Business items unless the matter is governed by ordinance or statute that prohibits the receipt of public comment.

Public Comment on New Business items shall be accepted in accordance with Section 2.3 of these Procedures and Guidelines. Speakers at all

times must confine their remarks to those facts which are germane and relevant, as determined by the Mayor, to the questions or matter under discussion.

Councilmembers should refrain from making motions until the step for council deliberation and action, after taking public comment.

XII. STAFF REPORTS

This portion of the meeting is reserved for presentations from City staff only. Staff reports will be added to the agenda at the request of staff and/or at the discretion of the Mayor and City Administrator, or at the request of individual councilmembers. Actions taken during this portion of the meeting should be limited to providing guidance and direction to the Mayor to direct staff.

XIII. COUNCILMEMBER REPORTS & COMMENTS

This portion of the meeting is reserved for reports from the Council Committee chairs and other general comments from councilmembers. This portion of the meeting is the time for councilmembers to introduce new items for consideration. Councilmembers may bring up suggestions and ideas and, with majority of council concurrence, may direct the Mayor to direct staff to analyze and prepare a brief report on the issue.

XIV. ANNOUNCEMENT OF UPCOMING MEETINGS

A list of upcoming meetings with proposed agenda items shall be included in each packet along with the City's Strategic Plan.

XV. EXECUTIVE SESSION

The council may hold Executive Sessions from which the public may be excluded, for those purposes set forth in RCW 42.30.110.

Before convening an Executive Session, the Mayor shall announce the purpose of the session, the anticipated time when the session will be concluded, and if any business or action is anticipated to be conducted by council after the Executive Session. Should the Session require more time, a public announcement shall be made that the Session is being extended.

Councilmembers must keep confidential all written materials and verbal information provided to them during Executive Session, to ensure that the City's position is not compromised. Confidentiality also includes information provided to councilmembers outside Executive Session when the information is considered to be exempt from disclosure under State law. State statute prohibits both the disclosure of confidential information and its use for personal gain or benefit.

If the council, in Executive Session, has given direction or consensus to City staff on proposed terms and conditions for any type of issue, all contact with the other party shall be done by the designated City staff representative handling the issue. Prior to discussing the information with anyone other than fellow councilmembers, the City Attorney, or City staff designated by the City Administrator, councilmembers should review such potential discussion with the City Administrator. Any councilmember having such contact or discussion shall make full disclosure to the City Administrator and/or the City Council in a timely manner.

XVI. ADJOURN

Meetings shall be adjourned by a motion, second, and majority vote of the council.

2.6 Voting

Unless otherwise provided for by statute, ordinance, or resolution, all votes shall be taken by voice, except that at the request of any councilmember, a roll call vote shall be taken by the Mayor.

The passage of any ordinance, grant, or revocation of franchise or license, any resolution for the payment of money, and any approval of warrants shall require the affirmative vote of at least a majority of the whole membership of the council.

The passage of any public emergency ordinance (an ordinance that takes effect immediately), expenditures for any calamity or violence of nature or riot or insurrection or war, and provisions for a lesser emergency, such as a budget amendment, shall require the affirmative vote of at least a majority plus one of the whole membership of the council.

The passage of any motion or resolution shall require the affirmative vote of at least a majority of the membership of the council who are present and eligible to vote, unless otherwise required by provisions of State law, the Gig Harbor Municipal Code, or these guidelines.

In the situation where the City Attorney states that a councilmember's participation would violate, or appears to be violating, the appearance of fairness doctrine by failure to recuse, a super majority (majority plus one of members present) of the nonaffected councilmembers may vote to require the affected member not to participate in a particular proceeding and, if so, the affected councilmember's vote shall not be counted and the affected councilmember shall not participate in the proceeding.

Councilmembers who are board members with an outside agency that is being considered for funding with the City may not put a motion forward or vote on the motion. If a councilmember could secure special privileges or exemptions for

himself, herself, or others from a particular council discussion and/or action, that councilmember must recuse himself or herself from voting on that issue.

A motion by a councilmember to “call the question” allows a vote on the pending motion to immediately take place. Prior to the vote on the motion to call the question, the Mayor will inform council of the number of councilmembers still waiting to speak.

All votes on final actions taken by the City Council will be recorded in the City Council Vote Tracker posted on the City’s website.

2.7 Enacted Ordinances, Resolutions and Motions

An enacted ordinance is a legislative act prescribing general, uniform, and permanent rules or regulations relating to the operation and corporate affairs of the municipality. Council action shall be taken by ordinance when required by law, or where such conduct is enforced by penalty.

An enacted resolution is an administrative act, which is a formal statement of policy concerning matters of special or temporary character. Council action shall be taken by resolution when required by law and in those instances where an expression of policy more formal than a motion is desired.

An enacted motion is a form of action taken by the council to direct that a specific action be taken on behalf of the municipality. A motion, once approved and entered into the record, is the equivalent of a resolution in those instances where a resolution is not required by law, and where such motion is not in conflict with existing State or Federal statutes, City ordinances, resolutions, or these guidelines.

On occasion, council may give direction or express its intention by consensus. Consensus is achieved when a direction is provided and receives stated approval with no objections raised by councilmembers. To avoid ambiguity that can arise from consensus decision-making, and to provide staff with concise directions, council should formalize their intent by motion whenever possible.

2.8 Reconsideration

Any action of the council shall be subject to a motion to reconsider. Reconsideration can be requested only by motion of a member of the prevailing side of the original motion. A motion to reconsider must be made at the next regular meeting after the meeting in which the original motion was considered. A motion to reconsider is debatable only if the action being reconsidered is debatable. Upon passage of a motion to reconsider, the subject matter shall be added to the agenda of the next regular meeting.

2.9 Meeting Packets

The City Clerk shall prepare the meeting packet for all council meetings containing the agenda, all reports of Council Committees, all documentary materials upon which council action is to be taken, and copies of all minutes to be approved. The agenda and packet shall be published on the City's website before 5:00 p.m. five calendar days before the meeting date. Items may be revised or added to the agenda after publication, subject to the Mayor's discretion. Presentation materials (i.e., PowerPoint files) will be added to the online meeting packet as soon as they are available in advance of the meeting.

Councilmembers and affected staff should read the agenda material and ask clarification questions prior to the council meeting, when possible. Printed copies of the meeting packet will be provided to the Mayor, councilmembers, and staff upon request.

2.10 Minutes

Minutes of City Council Meetings shall be recorded and signed by the City Clerk or their designee. Minutes of City Council business meetings shall be approved by council at the subsequent regular business meeting. Minutes of City Council study sessions and Council Committees shall be submitted to council as part of the consent agenda at a subsequent regular business meeting.

In order to maximize personnel resources in a cost-effective and efficient manner, and to preserve an accurate and concise record, minutes of all City meetings shall be recorded as "action minutes" and shall include the following:

- Name of the body.
- Date, hour, and place of the meeting.
- The names of members in attendance and members absent. If a member arrives late or departs before adjournment, the minutes should reflect the time of arrival and/or departure at that point in the minutes.
- Whether it is a regular, adjourned, or special meeting.
- Time the meeting commenced. Time of meeting recess (if any).
- Topics of business.
- Actions taken on each business item.
- Record of motions and votes.
- Direction given to staff by general consensus.
- Oral communications/public comment need only reference the name of the person, subject matter addressed, and direction given from council (if any).
- Adjournment time and, if applicable, whether the meeting was adjourned to another time prior to the next regular meeting.
- Signature block for the City Clerk.

ARTICLE 3 – COUNCIL COMMITTEES

3.1 Council Committees Defined

Council may form *ad hoc* committees to address specific issues as needed.

Each Council Committee shall have a designated staff person assigned by the City Administrator who will assist the committee with scheduling meetings, preparing packet materials, and taking action minutes of the meetings.

3.2 Committee Meetings

All Council Committee meetings shall be subject to all provisions of the OPMA. Committees shall meet during regular working hours unless an emergency exists. Meeting agendas shall be posted five calendar days prior to the committee meeting unless an emergency exists.

It shall be the right and responsibility of each Department Head to make their position known to the Council Committee on each matter for council action affecting the Department referred to the committee.

3.3 Duties of the Chair

Each Council Committee shall have an elected chair. The chair of the respective Council Committees shall have the following responsibilities:

- Schedule and attend meetings of the committee, which shall be open to members of the public.
- Determine the need to cancel a scheduled committee meeting.
- Determine the need to call a meeting of the committee.
- Work with other committee members, the Mayor, and City staff to develop the agenda for each meeting.
- Ensure that the committee adheres to the defined scope of business for that committee.
- Determine the appropriateness of accepting public comment during committee meetings.

3.4 Actions Taken by the Committees

The chief duty of Council Committees is to take up matters referred to them by the City Council. Motions made at a committee meeting should be phrased as recommendations to council on specific actions to be taken.

Council Committees do not have the authority to take action on behalf of council. Council Committees may not direct the Mayor or staff. Council Committees may make recommendations to the Mayor on administrative actions within the scope of the committee, but these recommendations should be informal; the Mayor is not obligated to adhere to these recommendations. Council Committees cannot terminate an action or request by staff or the public. They can only provide council a recommendation on the topic.

ARTICLE 4 – MAYOR PRO TEMPORE

4.1 Appointment

Pursuant to RCW 35A.12.065 and consistent with GHMC Chapter 2.14, annually at the second regular business meeting in January, council shall elect from their number a Mayor Pro Tempore who shall hold office at the pleasure of council. Council may, as the need may arise, appoint any qualified person to serve as Mayor Pro Tempore in the absence or temporary disability of the Mayor. The Mayor Pro Tempore shall have such powers and authority, in the absence or temporary disability of the Mayor, as specified in these Guidelines.

4.2 Authority

The Mayor Pro Tempore shall have authority to preside over meetings of council, sign warrants and written contracts, and perform other administrative duties of the Mayor, but only for such period of time as the Mayor is absent or temporarily disabled, as defined herein, and only to the extent necessary for the efficient conduct of the business of the City.

The Mayor Pro Tempore shall have the authority to act as the Mayor in the Mayor's absence only when the Mayor is away and cannot perform duties that cannot await their return or that cannot be performed by telephone or other type of communications link. The authority of the Mayor Pro Tempore to act under authority of these Guidelines shall end upon the Mayor's return or the removal of any temporary disability. The Mayor Pro Tempore shall not delegate the authority herein granted to another City official.

The Mayor Pro Tempore shall not in any case have the authority to appoint or remove City officers and employees, to veto ordinances, to adopt or repeal administrative procedures, or to reorganize the administration of the City.

4.3 Absence or Temporary Disability of the Mayor Defined

For purposes of these Guidelines, the "absence or temporary disability of the Mayor" shall mean that due to absence or illness, the Mayor is unable to perform the regular duties of their office. In application of the foregoing definition, the following shall apply:

- The Mayor shall not be deemed temporarily disabled if, due to illness, he or she is unable to perform some of the duties, such as attending a Council Meeting, if he or she is able to perform other duties of the office on an ongoing basis.
- During such times as City offices are closed, the Mayor Pro Tempore shall have authority to act in the Mayor's absence only with respect to such emergencies that require the Mayor's presence.

4.4 Mayor's Salary for the Mayor Pro Tempore During Extended Absence or Disability of the Mayor

The Mayor Pro Tempore shall not receive the Mayor's salary during the extended absence or disability of the Mayor, provided, the council may by ordinance provide for such compensation for the Mayor Pro Tempore.

ARTICLE 5 – ADVISORY BOARDS, COMMISSIONS, & COMMITTEES

5.1 Purpose and Application

The purpose of this section is to establish general provisions applicable to all Advisory Boards. The provisions of this article govern Advisory Boards unless otherwise specifically provided by ordinance, motion, or resolution of the City Council, or as may be required by State law.

An “Advisory Board” means any board, committee, or commission created by the City Council to give advice on subjects and perform such other functions as prescribed by the City Council. Advisory Boards also include task forces, informal committees, or working groups formed by City Council resolution for short periods of time or for specific tasks.

The City of Gig Harbor’s Advisory Boards are fundamental to encouraging the use of citizen talent and interest in affairs of the City. Our residents have enjoyed a long tradition of participation in City government. Through representation on boards and commissions, Gig Harbor residents are offered an important avenue to help create effective and equitable policies. Citizen involvement contributes to the success of government and the quality of life enjoyed by everyone in the community.

5.2 Formation of Advisory Boards

All standing Advisory Boards shall be established in the Gig Harbor Municipal Code. Current standing Advisory Boards include:

- Arts Commission
- Civil Service Commission
- Design Review Board
- Lodging Tax Advisory Committee
- Parks Commission
- Planning Commission
- Salary Commission

Council may also create *ad hoc* Advisory Boards, such as blue ribbon work groups and task force groups, by resolution. Such Advisory Boards are subject to the same provisions of this article.

5.3 Scope of Work

Each Advisory Board, when it is formed, will have a specific statement of purpose and function, which will be re-examined periodically by the City Council to determine its effectiveness. This statement of purpose, as well as other information regarding duties and responsibilities, will be made available to all members when appointed.

The City Council may determine any specific guidelines or tasks to be referred to the Advisory Board by motion or resolution.

Each Advisory Board may develop an annual work plan, within the jurisdiction and area of responsibility assigned to the board in the Gig Harbor Municipal Code. All work plans must be approved by the City Council and carried out under the direction of the Mayor.

5.4 Membership and Residency Requirements

The number of members and any specific qualifications of each standing Advisory Board shall be set forth in the Gig Harbor Municipal Code.

Unless otherwise specifically provided in the Gig Harbor Municipal Code, or as may be required by State law, each person at the time of nomination, and continuing uninterrupted thereafter while serving on an Advisory Board, shall be a resident of the greater Gig Harbor area within Pierce County (west of the Tacoma Narrows Bridge and east of the Purdy Bridge).

5.5 Appointment Process

Appointments to Advisory Boards shall be made by the Mayor as specified in the Gig Harbor Municipal Code.

The City Clerk shall be responsible to recruit applicants for Advisory Board vacancies. Upcoming vacancies will be noticed on the City's website and through various other outreach methods, as appropriate. The City Clerk will establish an application form and application deadlines to facilitate timely appointment of candidates.

All interested candidates must submit an Advisory Board application on the City's website to be eligible for consideration. Current members seeking reappointment are required to submit an application.

Following selection for appointment by the Mayor, candidates will be introduced to council at a study session. Candidates shall be deemed appointed and shall commence service after confirmation by the City Council on the consent agenda of a regular City Council Meeting.

5.6 Appointment Terms

Each appointee shall be assigned a specific numbered position on each Advisory Board. Each confirmation motion by the council shall include an ending date and term for the position to which the person is appointed and such information shall be entered into the council minutes.

Unless otherwise specified in the Gig Harbor Municipal Code or by State law, all appointment terms shall be for a period of three years.

At the expiration of a member's term, the member may hold over and continue to serve as a member until the member or a successor is appointed and confirmed by the council.

5.7 Vacancies

Vacancies shall be filled for the unexpired term in the same manner as the original appointment. Membership vacancies shall be filled for the unexpired term.

Any member may be removed by the Mayor, if, in the Mayor's determination, that removal is in the best interest of the City. Removal should not occur for disagreement with an official recommendation of the board or its members. The Mayor may also remove any member who has violated the provisions of these Guidelines or the Gig Harbor Municipal Code. The Mayor may also remove members who have three or more consecutive unexcused absences from regular Advisory Board meetings.

5.8 Expectations of Advisory Board Members

It is imperative that board members recognize they are in a critical position to shape and influence board decisions and actions. It is important that each member keeps informed and up to date on issues and statutes affecting their board.

Regular attendance is essential so that decisions will represent the opinions of the board as a whole. In addition, regular attendance enables board members to keep abreast of board concerns and helps ensure that issues are examined from a variety of perspectives. A person may forfeit their position on the board as a result of poor attendance.

Effective board members will:

- Attend all board meetings and be well prepared for meetings.
- Recognize that serving the public interest is the top priority.
- Recognize that the board must operate in an open and public manner.
- Be knowledgeable about the legislative process and issues affecting the board.
- Examine all available evidence before making a judgment.
- Communicate well and participate in group discussions.
- Remain aware that authority to act is granted to the board as a whole, not to individual members.
- Exhibit a willingness to work with the group in making decisions.
- Recognize that compromise may be necessary to reach consensus.
- Ensure personal feelings toward other board members or staff do not interfere with their judgment.

If a member is unable to complete their term, they should inform the City Clerk's Office and the staff liaison for the board. An email or letter of resignation should

be sent to the City Clerk indicating the date the resignation is effective and whether the member is able to serve until a replacement is named.

5.9 Chair and Vice Chair - Identification and Election

Each Advisory Board shall elect from its membership a presiding officer who shall be referred to as Chair, and such officer shall serve for one year. Each Advisory Board shall also elect from its membership a Vice Chair who shall perform the duties of the Chair in the absence of the Chair, and such officer shall serve for one year. Elections should be held at the first regular meeting of each year.

The Chair shall:

- Work with staff liaison to prepare agendas
- Preside at all meetings
- Call the meeting to order at the scheduled time
- Verify the presence of a quorum
- "Process" all motions (state the motion prior to discussion, restate the motion just prior to the vote, announce the result of the vote)
- Facilitate meetings by staying on track and adhering to time constraints
- Rule on any points of order using Roberts Rules of Order as guidance
- Conduct the meeting in a fair and equitable manner
- Maintain neutrality to facilitate debate
- Serve as official representative of the commission or designate another commissioner

The Vice-Chair shall:

- In the absence of the Chair, assume the role of the Chair
- Preside at any meeting where the Chair is absent
- Work in partnership with the Chair

5.10 Quorums, Transacting Business

A majority of the appointed members of the Advisory Board shall constitute a quorum for the transaction of business. An affirmative vote of the majority of a quorum in attendance at any meeting shall be necessary to transact business or carry any proposition.

5.11 Conflicts of Interest

If any members of an Advisory Board conclude that they have a conflict of interest or an appearance of fairness problem with respect to a matter pending before the Advisory Board so that they cannot discharge their duties on such an Advisory Board, they shall disqualify themselves from participating in the deliberations and the decision-making process with respect to the matter.

5.12 Liaisons and Representatives

The Mayor shall designate a staff person to function as the primary support person for each Advisory Board. The designated staff person will serve as the liaison between the Advisory Board and the City Council, other Advisory Boards, and City staff. The designated staff liaison may request the assistance of the Chair or Vice Chair in relaying Advisory Board matters to other bodies.

The primary function of the staff liaison is to carry out the rules, policies, and programs developed by the board. In addition, staff members notify board members of pertinent issues and legislative activity. They also arrange meetings, prepare meeting materials, compile background information, and conduct research.

5.13 Procedures, Records, and Minutes

Rules of order not specified by statute, ordinance, or council resolution shall be guided by the principles of Robert's Rules of Order. Advisory Boards should not allow strict adherence to Roberts Rules of Order to impede the board in conducting its business.

The City Clerk shall provide for the taking of action minutes, as defined in Section 2.10 of these Guidelines, and maintaining the records of all regular and special meetings.

5.14 Meetings

Each Advisory Board shall hold regular public meetings at such times and places as determined by the Advisory Board with the concurrence of the Mayor. All meetings of an Advisory Board shall be subject to all requirements of the Open Public Meetings Act (OPMA). All members of governing bodies must complete OPMA training. Training must be completed within 90 days of assuming duties.

Advisory Boards are required to take oral public comment at each of their regular meetings. Oral comments may be made in person or by remote connection using the Zoom (or similar) meetings platform. Comments are subject to a 3-minute time limit and the other provisions of Section 2.3 of these Guidelines.

Advisory Boards may request special meetings to deal with specific matters. Special meetings may only be held with the consent of the Mayor.

5.15 Subcommittees

Advisory Boards may form subcommittees to address specific tasks or issues assigned to an Advisory Board. All subcommittees must be approved by the Mayor and all meetings of subcommittees are subject to the Open Public Meetings Act.

5.16 Communications with City Council

Expressions of an Advisory Board's position, recommendation, or request for any action shall be in the form of a motion or other written communication, setting forth the reasons, facts, policies, and/or findings of the body supporting the communication, and shall be directed to the City Council. Such communications shall be conveyed to council by the staff liaison designated to support the Advisory Board. Staff liaisons shall regularly report to the City Council on board activities.

Advisory Board members are appointed by the City Council on the basis of their expertise or passion for the subject matter of each Advisory Board. As such, councilmembers should not attempt to influence or persuade Advisory Board members on matters referred to the Advisory Board. Similarly, Advisory Board members should not reach out individually to councilmembers to seek direction or guidance. Communications between the City Council and an Advisory Board should be conducted through the designated staff liaison for each Advisory Board.

5.17 Communications with the Public

In general, Advisory Board communication with the public should be restricted to the staff liaison assigned to each Advisory Board. Members should not represent themselves as Advisory Board members unless they have specifically been directed to do so by the Advisory Board in consultation with the staff liaison.

5.18 Communications with Other Advisory Board Members

Advisory Board members should not communicate directly with other members of the same Advisory Board on official Advisory Board business outside of their meetings. Such communications should be directed toward staff liaisons who can inform other board members as necessary in advance of the next meeting.

Communications between individual board members can easily lead to "serial meetings" which violate the Open Public Meetings Act. A serial meeting occurs when a majority of members have a series of smaller gatherings or communications that results in a majority of the body collectively discussing board matters, even if a majority is never part of any one communication.

5.19 Lobbying Efforts

Advisory Boards shall not lobby on legislative or political matters unless specifically directed or authorized to do so by the City Council or the Mayor. A member of the Advisory Board is not authorized to speak for the board, unless the board has expressly authorized the member's communication and no board member is authorized to speak on behalf of the City. An individual member is free to voice a position, oral or written, on any issue as long as it is made clear that the member is not speaking as a representative of the City or as a member of an Advisory Board.

5.20 Compensation and Reimbursement of Expenses

Members of Advisory Boards shall serve without compensation. Members shall be reimbursed for authorized travel expenses incidental to that service, which are authorized in advance by the Mayor.

ARTICLE 6 – COUNCILMEMBER COMMUNICATIONS

6.1 General Communications

All City-related correspondence from councilmembers should come from the councilmember's City-assigned email account. Personal email accounts and texting from personal phones shall not be used when communicating with each other, staff, or residents on City business. If personal devices are used for City business or contain City records, those personal devices may need to be searched in order to fully respond to public records requests and may eventually be subpoenaed as evidence in public records disclosure cases. Further, any City document contained on a personal device must be retained according to the State prescribed retention schedules.

6.2 Communications with Other Councilmembers

When communicating with each other outside of City Council meetings, councilmembers should be mindful of avoiding creating a serial meeting in violation of the Open Public Meetings Act (OPMA). It is important to remember that serial meetings are not limited to simple email chains. They can be created by a combination of personal conversations, text messages, emails, or other forms of communication.

Emails sent to the entire council should be strictly *informational* in nature. Opinions should be withheld from emails and should be shared during a noticed public meeting. Once one councilmember has stated their opinion on a group email, all other councilmembers are thereafter prevented from stating their own opinions on the matter via email. The spirit of the OPMA is that councilmembers should express their ideas and opinions openly and transparently in a public meeting. City Council meetings and study sessions are the appropriate time to make known opinions and discuss ideas amongst council.

6.3 Communications with the Public

Councilmembers are free to discuss their ideas and opinions with residents. When stating an opinion or preference, councilmembers should be clear that they are not speaking on behalf of the City or the City Council, unless council has formally stated a position or direction. Councilmember communications with the public should be consistent with the Purpose & Scope outlined in Article 1.

6.4 Communications with Staff

The City Administrator is the primary point of contact between City Council and staff. Councilmembers may contact Department Directors to inquire about issues and/or seek information. Department Directors are responsible to notify the City Administrator of this conversation for administrative purposes.

Staff time is a valuable resource for the City. Councilmembers should be considerate of staff members' time. If a councilmember is requiring too much

staff attention, the Mayor may take measures to reduce the amount of time staff spends responding to the councilmember's requests.

Similarly, the City Attorney is available to address questions and concerns raised by councilmembers. The City Attorney will treat conversations with councilmembers with discretion and maintain confidentiality, unless the City Attorney determines it is in the best interest of the City to share the details of the conversation with the Mayor or City Administrator. Councilmembers should not share the content of any conversation with the City Attorney with anyone else, with the exception of other councilmembers and senior staff, as that communication may be protected as Attorney-Client Privileged Communication.

Councilmembers may not direct staff in any manner. Suggestions for staff direction must be directed to the Mayor or City Administrator. Ideas and proposals that may impact the City's budget or staff time should first be brought up with the City Administrator.

Whenever possible, councilmembers will contact the staff member noted on the Council Bill or study session memorandum in advance of council meetings with key questions. This will allow staff to be prepared at the meeting and lead to enhanced council/staff relationships. The City Council should respect the professional advice from staff.

Governance of the City relies on the cooperative efforts of elected officials who set policy and the City staff who implement and administer the council's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each other for the good of the community.

Councilmembers shall treat all staff as professionals. Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior toward staff is not acceptable.

Councilmembers shall never demean or personally attack an employee regarding the employee's job performance in public. All employee performance issues shall be forwarded to the City Administrator through private correspondence or conversation.

Councilmembers should not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, collection of petition signatures, etc.) from City staff. City staff may, as private citizens within their constitutional rights, support political candidates, but all such activities must be done away from the workplace. Photographs of uniformed City employees shall not be used in political ads.

In order to provide equal employment and advancement opportunities to all individuals, employment decisions of the City are based on merit, qualifications,

and abilities. The City does not discriminate in employment opportunities or practices on the basis of race, color, religion, gender, national origin, sexual orientation, age, disability, or any other characteristic protected by law. This governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training. Councilmembers shall treat employees and each other in a manner consistent with this City policy to prevent unlawful discrimination and promote an inclusive positive work environment and working relationships.

6.5 Lobbying Efforts

Councilmembers shall not lobby on behalf of the City on State legislative or political matters, unless the City Council has formally taken a position on the matter. A councilmember is not authorized to speak for the council, unless the council has expressly authorized the member's communication. An individual councilmember is free to voice a position, oral or written, on any issue as long as it is made clear that the councilmember is not speaking as a representative of the City.

Per RCW 42.17A, councilmembers and other City officials are not allowed to encourage residents to call legislators or the legislative hotline to comment on legislation.

6.6 Responding to Emails Sent to mayorandcouncil@gigharborwa.gov

The City maintains the email address mayorandcouncil@gigharborwa.gov as a convenience for residents to email the Mayor and all councilmembers at once. The City Administrator, City Clerk, and Assistant City Clerk are copied on all emails sent to this address.

It is the responsibility of the Mayor to acknowledge and address each email sent to this address. The Mayor may delegate the acknowledgement and response to the City Administrator or another appropriate staff member. Council will be copied on all responses to these emails.

Councilmembers are free to individually respond to any email sent to this email address. Councilmembers should not "reply all" to any emails sent to this address.

ARTICLE 7 – PROCLAMATION POLICY

It is the policy of the City to consider requests to proclaim certain events or causes when such proclamations pertain to a Gig Harbor event, person, organization, or cause with local implications. The City will consider requests that are timely, have potential relevance to a majority of Gig Harbor's population, and either forward positive messages or call upon the support of the community.

The following guidelines and requirements apply to requests for consideration of proclamations which are read at council meetings:

- The person(s) or organization making the request must submit a completed application requesting a City Proclamation. The City Clerk shall be responsible for developing a request form and collecting applications. The request should be made at least three weeks in advance of the requested council meeting.
- The Mayor, in consultation with the City Administrator, City Attorney, and other appropriate staff, shall approve or reject proclamation requests in accordance with the intent of this policy. The Mayor has the discretion to modify, edit, or otherwise amend the proposed proclamation. The Mayor retains the right to decide if the proclamation will or will not be issued. If not approved, the applicant will be notified of the decision and the reason(s) for the decision.
- Once approved, the proclamation will be included on the appropriate council agenda. Council will make no more than two proclamations at a council meeting.
- Either the person making the request or a representative of the organization making the request must be present at the council meeting to accept the proclamation.

The Mayor may issue proclamations consistent with this policy without receiving an application from a person or organization. Councilmembers may individually submit requests for proclamations under the same guidelines and procedure listed above. The City Council may, by majority vote, direct the Mayor to prepare a resolution in lieu of a proclamation to be read at a future meeting.

If a person or organization requests a proclamation for an event or presentation and does not request it be read at a council meeting, the same policy will apply. The requestor must arrange with the City Clerk's Office to either pick up the proclamation or have it mailed. Upon request, the Mayor (or a councilmember or staff person designated by the Mayor) may attend an event to read a proclamation.

ARTICLE 8 – COUNCIL VACANCIES

8.1 Declaration of Council Vacancy

In the event of a vacancy in a councilmember office, the City Council shall, by majority vote, choose and appoint a councilmember to fill said vacancy. Pursuant to State law, a vacancy on the City Council shall be filled to serve the remainder of the unexpired term.

A council position shall be officially declared vacant upon the occurrence of any of the causes of vacancy set forth in RCW 42.12.010, including resignation, recall, forfeiture, written intent to resign, or death of a councilmember. The councilmember who is vacating his or her position cannot participate in the appointment process.

The City Council shall direct staff to begin the councilmember appointment process and establish an interview and appointment schedule so that the position is filled at the earliest opportunity.

8.2 Procedure to Recruit Applicants to Fill a Council Vacancy

The City Clerk's Office shall prepare and submit notice to the City's official newspaper, with courtesy copies to other local media outlets, which announces the vacancy consistent with the requirements necessary to hold public office: that the applicant (a) be a registered voter of the City of Gig Harbor, and (b) have a one-year residency in the City of Gig Harbor. This display advertisement shall be published once each week for two consecutive weeks. This display advertisement shall contain other information, including but not limited to, time to be served in the vacant position, election information, salary information, councilmember powers and duties, the deadline date and time for submitting applications, interview and appointment schedules, and such other information that the City Council deems appropriate. Notice of the vacancy will be provided to current members of the City's Advisory Boards.

The City Clerk's Office shall prepare an application form which requests appropriate information for City Council consideration of the applicants. Applications will be available online and at the Civic Center. Applications received by the deadline date and time will be copied and circulated by the City Clerk's Office to the Mayor and City Council.

8.3 Council Applicant Interviews

The City Clerk's Office shall publish public notice(s) for the meeting scheduled for interviewing applicants for consideration to the vacant position. This meeting may be a regularly scheduled City Council meeting, or a special City Council meeting. The City Clerk's Office shall notify applicants of the location, date, and time of City Council interviews.

At the beginning of the interview meeting, each applicant will be provided three minutes to introduce themselves and state the reasons for their candidacy. Following these introductory statements, councilmembers will identify by paper ballot the unranked names of four applicants they would like to interview for the vacancy. The name of the councilmember and the names of their four selected applicants shall be read aloud by the City Clerk. The four applicants who receive the most selections will be interviewed in an open forum. In the event of a tie, councilmembers shall vote for their preferred applicant by paper ballot to be read aloud by the City Clerk.

Prior to the date and time of the interview meeting, the Mayor shall accept one interview question from each councilmember. Interview questions will be collected, modified, and edited to eliminate redundancy. These questions will be asked of each applicant selected for an interview in a forum setting with all four applicants present. Applicants will alternate the order of answering questions so that applicants take turns being the first to respond. Each applicant will have two minutes to answer each question.

Following the predetermined interview question period, councilmembers may ask follow-up questions of individual applicants.

8.4 Voting and Appointment of a New Councilmember

Upon completion of the interviews, councilmembers may convene into Executive Session to discuss the qualifications of the applicants. However, all interviews, deliberations, nominations, and votes taken by the council shall be in open public session.

Following the interviews, the Mayor shall ask for nominations from the councilmembers for the purpose of creating a group of candidates to consider. No second is needed. Nominations are closed by a motion, second, and majority vote of the council. Councilmembers may deliberate on such matters as criteria for selection and the nominated group of candidates.

The Mayor shall poll councilmembers to ascertain that councilmembers are prepared to vote. The City Clerk shall pass out polling slips and instruct each councilmember to write their name on the top of the slip, and the name of their preferred candidate on the bottom. The Clerk will then collect all slips and read the results into the record. If no applicant receives four or more votes, then a second written poll is conducted, but with the nominee(s) who received the fewest votes on the first vote removed from consideration. Voting will continue until a nominee receives a majority vote of the remaining councilmembers. At any time during the election process, the City Council may postpone elections until a date certain or regular meeting if a majority vote has not been received.

Nothing in this policy shall prevent the City Council from reconvening into Executive Session to further discuss the applicant/candidate qualifications.

The Mayor shall declare the nominee receiving the majority vote as the new councilmember and shall be sworn into office by the City Clerk at the earliest opportunity or no later than the next regularly scheduled City Council meeting.

If the City Council does not appoint a qualified person to fill the vacancy within 90 days of the declared vacancy, the Revised Code of Washington delegates appointment powers to Pierce County.

EXHIBIT A – PARLIAMENTARY PROCEDURE AT A GLANCE

To do this:	You say this:	May you interrupt speaker?	Must be seconded?	Is motion debatable?	Vote required
Introduce business	"I move that ..."	NO	YES	YES	MAJORITY
Amend a motion	"I move to amend this motion"	NO	YES	YES	MAJORITY
Request information	"Point of information"	YES	NO	NO	NO VOTE
Suspend further discussion	"I move we table it"	NO	YES	NO	MAJORITY
End debate	"I call the question ..."	NO	YES	NO	2/3 VOTE
Postpone discussion	"I move we postpone this matter until..."	NO	YES	YES	MAJORITY
Have something further studied by a committee	"I move we refer..."	NO	YES	YES	MAJORITY
Ask for a vote count to verify a voice vote	"I call for a roll call vote"	NO	NO	NO	NO VOTE
Object to considering some matter	"I object to consideration of this"	YES	NO	NO	2/3 VOTE
Take up a matter previously tabled	"I move to take from the table..."	NO	YES	NO	MAJORITY
Reconsider something already disposed of	"I move we reconsider action on ..."	YES	YES	YES	MAJORITY
Consider something in unscheduled order	"I move we suspend the guidelines and ..."	NO	YES	NO	2/3 VOTE
Vote on a ruling by the chair	"I appeal the chair's decision"	YES	YES	YES	MAJORITY
Object to procedure or personal affront--chair decides	"Point of order"	YES	NO	NO	NO VOTE
Complain about noise, room temperature, etc.	"Point of privilege"	YES	NO	NO	NO VOTE
Recess the meeting	"I move that we recess until ..."	NO	YES	NO	MAJORITY
Adjourn the meeting	"I move that we adjourn"	NO	YES	NO	MAJORITY



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

Meeting Date: December 12, 2022

SUBJECT: Resolution 1263 Approving the 2023-24 Parks Commission Work Plan

SUBMITTED BY: Josh Stecker, City Clerk

DEPARTMENT: Administration

PHONE: 853-7613

SUGGESTED MOTION: Move to approve Resolution 1263

BACKGROUND INFORMATION: City Council Guidelines & Procedures authorizes the Parks Commission to develop an annual work plan in line with its responsibilities as identified in the Gig Harbor Municipal Code. Work plans require the approval of the City Council and are carried out under the direction of the Mayor.

The Parks Commission presented a proposed 2023-2024 work plan to the City Council at a joint meeting on December 1, 2022. Council reviewed the proposed work plan and directed that the work plan be brought forward for approval by resolution at the next City Council meeting.

FISCAL CONSIDERATION: None.

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: The Parks Commission work plan was prepared and proposed by the Parks Commission.

ATTACHMENTS: Resolution 1263

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

RESOLUTION 1263

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, APPROVING THE 2023-2024 PARKS COMMISSION WORK PLAN

WHEREAS, the City of Gig Harbor formed a Parks Commission to advise the Mayor and City Council on park and recreation facilities, open space acquisition and development, maintenance and operation of parks and recreation public facilities, operation of parks and recreation programs, and other matters as directed by the City Council; and

WHEREAS, the City Council Guidelines & Procedures authorizes the Parks Commission to develop an annual work plan in line with its responsibilities as identified in the Gig Harbor Municipal Code; and,

WHEREAS, Parks Commission work plans require the approval of the City Council and are carried out under the direction of the Mayor; and,

WHEREAS, the Parks Commission presented a proposed 2023-2024 work plan to the City Council at a joint meeting on December 1, 2022;

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

Section 1. The Parks Commission's 2023-2024 work plan is hereby approved, as set forth in Exhibit A.

Section 2. Completion of the items on the work plan will be carried out at the direction of the Mayor, subject to the availability of staffing and other resources.

ADOPTED by the City Council of the City of Gig Harbor at a regular meeting thereof, held this 12th day of December, 2022.

Tracie Markley
Mayor

Attest:

Joshua Stecker, CMC
City Clerk

EXHIBIT A

GIG HARBOR PARKS COMMISSION 2023-24 WORK PLAN Adopted by Resolution 1263

The purpose of the Parks Commission is to advise the Mayor and City Council on parks and recreation facilities, open space acquisition and development, maintenance and operation of parks and recreation public facilities, operation of parks and recreation programs, and other matters as directed by the City Council ([GHMC Chapter 2.50](#)).

In consultation with City Staff, the Parks Commission has identified the following goals as key areas to focus on in 2023-24:

Advise and Support City Staff on the City's Budgeted Parks Operating Goals:

- ☐ Per PROS Plan, identify priorities and processes to guide the City's land conservation interests.
- ☐ Establish Park Standards that address park safety, desired outcomes, and instruct maintenance expectations.
- ☐ Develop Open Space Management Plan(s): Identify public lands and conserved critical lands for coordinated management approaches.
- ☐ Design, locate, and install sign and trail program for all parks and trails, including specifically speed signs along the Cushman Trail and coordinated with Peninsula Metropolitan Park District.
- ☐ Evaluate and improve ADA access in a Transition Plan for Parks with goals and evaluation criteria.
- ☐ Develop a formal recycling program in city parks through participation, education, and support from local businesses and interest groups.

Advise and Support City Staff on the City's Budgeted Parks Development Goals:

- ☐ Gig Harbor Sports Complex Phase 1B Design, Permitting, and Construction
- ☐ Gig Harbor North Trails
- ☐ Cushman Trail Connection to Harborview Drive
- ☐ Crescent Creek Park – Master Plan and Phase 1A Conceptual Design, and Construction
- ☐ Shaw Park Analysis and Remediation
- ☐ Cushman Trail Phase 5A Scoping and Value Engineering Study
- ☐ Gig Harbor Sports Complex Phase 2 Scoping and Conceptual Design
- ☐ Veteran's Memorial Park Phase 2 Improvements

Additional Parks Commission Goals:

- ☐ Develop data collection systems and evaluation tools for use by commissioners, staff and residents to provide information on Parks usage and needs. Explore opportunities for public outreach to encourage feedback.
- ☐ Create an inventory of trails, walking routes, waterfront access and other parks features and explore ways to increase access for the public.
- ☐ Organize an annual citywide Parks Appreciation Day volunteer cleanup event.
- ☐ Recommend names for recently acquired conservation properties and new trails systems.



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

Meeting Date: December 12, 2022

SUBJECT: Resolution 1264 Approving the 2023-24 Arts Commission Work Plan

SUBMITTED BY: Josh Stecker, City Clerk

DEPARTMENT: Administration

PHONE: 853-7613

SUGGESTED MOTION: Move to approve Resolution 1264

BACKGROUND INFORMATION: City Council Guidelines & Procedures authorizes the Arts Commission to develop an annual work plan in line with its responsibilities as identified in the Gig Harbor Municipal Code. Work plans require the approval of the City Council and are carried out under the direction of the Mayor.

The Arts Commission presented a proposed 2023-2024 work plan to the City Council at a joint meeting on December 1, 2022. Council reviewed the proposed work plan and directed that the work plan be brought forward for approval by resolution at the next City Council meeting.

FISCAL CONSIDERATION: None.

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: The Arts Commission work plan was prepared and proposed by the Arts Commission.

ATTACHMENTS: Resolution 1264

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

RESOLUTION 1264

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, APPROVING THE 2023-2024 ARTS COMMISSION WORK PLAN

WHEREAS, the City of Gig Harbor formed an Arts Commission to further the development and public awareness of fine arts and performing arts in our community; and

WHEREAS, the City Council Guidelines & Procedures authorizes the Arts Commission to develop an annual work plan in line with its responsibilities as identified in the Gig Harbor Municipal Code; and,

WHEREAS, Arts Commission work plans require the approval of the City Council and are carried out under the direction of the Mayor; and,

WHEREAS, the Arts Commission presented a proposed 2023-2024 work plan to the City Council at a joint meeting on December 1, 2022;

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

Section 1. The Arts Commission's 2023-2024 work plan is hereby approved, as set forth in Exhibit A.

Section 2. Completion of the items on the work plan will be carried out at the direction of the Mayor, subject to the availability of staffing and other resources.

ADOPTED by the City Council of the City of Gig Harbor at a regular meeting thereof, held this 12th day of December, 2022.

Tracie Markley
Mayor

Attest:

Joshua Stecker, CMC
City Clerk



Arts Commission Work Plan 2023-2024

NOTES

CREATIVE + ECONOMIC VITALITY	ACTION ITEMS • To convene and host an open meeting of community arts and culture groups, businesses, and civic organizations. Including but not limited to the Gig Harbor Film Festival, Peninsula Art League, Gig Harbor Peninsula Civic Orchestra, the Gig Harbor Literary Society, the Gig Harbor Arts Center Alliance; Peninsula Hands-on Art, the Harbor History Museum, the Gig Harbor BoatShop, the Downtown Waterfront Alliance, Rotary, Kiwanis, Ocean5, Heritage Distilling, local art galleries, etc. • To engage with the Gig Harbor Marketing + Tourism on the Gig Harbor mural project. • To call for submissions, evaluate proposals, and award funding via the Creative Endeavors Grant. The Creative Endeavor Grant program began in 2019 with the goal of supporting individual citizen projects, as well as arts and cultural organizations events that provide artistic, cultural, and creative experiences for the Gig Harbor community. All events must be open and accessible to everyone, regardless of their ability to pay. • Establish scope, timing and focus for a bi-annual community and business survey in relations to arts and culture; build on the baseline results established by the Gig Harbor Arts + Culture survey from 2018.	
PUBLIC ARTS + COMMUNITY DESIGN	ACTION ITEMS • Participate in master planning for Crescent Creek with Gig Harbor Parks Division. • Continue to add carvings to the Harbor Arbor Art project. • To advocate for 1% of the building costs for new construction in Gig Harbor be dedicated to public art designed for the project. • To create an art inventory and maintenance assessment of existing public art owned by the City of Gig Harbor.	
EDUCATION + ENGAGEMENT	ACTION ITEMS • Identify potential partnerships for venues and creative offerings for the community. • Tour the 19 works of arts from the Washington State Art Collection currently displayed in our schools. • Become familiar with ArtsWA Arts in Education programming available for students from PreK-12th grade. • Continue to explore potential for highlighting the Gig Harbor official song at community events; educate public about the song.	
SPACES + PLACES	ACTION ITEMS • Be active participants in the Crescent Creek master planning process in relation to the planning for the Masonic Hall.	
CULTURE + HERITAGE	ACTION ITEMS • Explore potential to collaborate with the Downtown Waterfront Alliance on light pole banners art. • To engage with the Gig Harbor Marketing + Tourism on the Gig Harbor mural project.	



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

Meeting Date: December 12, 2022

SUBJECT: Agreement with Harbor History Museum for Maritime Gallery Project Funding

SUBMITTED BY: Katrina Knutson, City Administrator

DEPARTMENT: Administration

PHONE: 851-6127

SUGGESTED MOTION: Move to authorize the City Administrator to sign an agreement for services with Harbor History Museum for Maritime Gallery Project Funding.

BACKGROUND INFORMATION: During the 2022 Budget process, Council directed staff to include \$150,000 in funding to assist the Harbor History Museum with matching funds in support of the \$2.5 million campaign to complete restoration of the FV Shenandoah and the gallery where she is located. Council's expressed intent was to provide \$450,000 in total funding over three years (2022-24).

On March 14, 2022, Council directed staff to prepare an agreement with the Harbor History Museum to provide the requested funds. At this meeting, Council directed staff to disregard a provision for \$33,000 of "in-kind" funding related to the City's Museum driveway repair project.

FISCAL CONSIDERATION: This agreement includes \$450,000 total funding for the Maritime Gallery Project. \$150,000 will be funded each year in 2022, 2023, and 2024. These amounts are allocated in the 2022 Budget and in the 2023-24 Budget.

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: None.

ATTACHMENTS: Agreement for services with Harbor History Museum for Maritime Gallery Project Funding

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

**AGREEMENT FOR SERVICES
BETWEEN THE CITY OF GIG HARBOR AND
THE GIG HARBOR PENINSULA HISTORICAL SOCIETY**

THIS AGREEMENT is entered into this ____ day of _____, 2022, by and between the City of Gig Harbor, hereinafter "the City," and the Gig Harbor Peninsula Historical Society, a Washington nonprofit corporation d/b/a Harbor History Museum, hereinafter "the Museum."

WHEREAS, the Gig Harbor Peninsula Historical Society operates the Harbor History Museum; and

WHEREAS, the Museum provides access to history and culture of the area for residents and visitors of Pierce County, the City of Gig Harbor and surrounding areas; and

WHEREAS, the Museum intends to expand its outreach by constructing the Maritime Heritage Gallery to house the restored FV Shenandoah. This project will add 3500 square feet of year-round education space and be a world-class tourism draw for the city;

WHEREAS, the City desires to support the Museum in this endeavor by providing \$450,000 in funding to be matched by the Washington State Heritage Project Fund;

NOW, THEREFORE, in consideration of the terms, conditions and covenants contained herein, the parties hereto agree as follows:

1. The City agrees to contribute \$150,000 each year for three years (2022-2024) for a total of \$450,000 in support of the Harbor History Museum's Maritime Gallery Project. The timeline for distribution of funds shall be:

- \$150,000 after July 1, 2022;
- \$150,000 after July 1, 2023;
- \$150,000 after July 1, 2024.

2. The funds shall support the Museum's capital campaign to complete the restoration of the FV Shenandoah, enclose the Maritime Gallery where she is housed, and create new interpretive exhibits. In 2022, funds received for the project will be used for restoration supplies and labor on the Shenandoah, architecture design and engineering for the gallery enclosure, and HVAC and electrical engineering design. In 2023, funds will be used for construction supplies and services specific to enclosure of the Maritime Gallery. Exterior construction will match that of the rest of the museum, while also allowing views of the Shenandoah from the walking path behind the museum along Donkey Creek. In 2024, funds received will be applied to remaining construction as well as exhibit design and fabrication. These exhibits will interpret the vessel, Gig

Harbor's fishing history, the deep history of the museum site, as well as the natural history of Gig Harbor.

3. The Museum agrees to construct and maintain the FV Shenandoah exhibit for no less than 15-years from the date of this agreement. In the event of material non-performance of the contracted services by the Museum, the City shall have the right to the return of all funds paid to Museum and to withhold payment of any remaining funds. However, the City shall not exercise this right until it has given written notice to the Museum, and ten days have passed since the giving of such notice. This is in addition to and not in lieu of any right which state law provides for breach of contract.

4. The Museum shall maintain books and records that sufficiently and accurately reflect direct expenditures by the Museum in the performance of this agreement. Such records shall be maintained for a period of seven years after conclusion or termination of this agreement unless permission has been received from the State Archivist and the City pursuant to chapter 40.14 RCW. The Museum shall submit a yearly written report to the City by December 31 of each year of the agreement which shall include expenditures by date, payee and purpose.

5. The City and the Museum agree that the Museum is independent with respect to the services provided pursuant to this Agreement. Neither the Museum nor any employee of the Museum shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll deductions, including but not limited to FICA, FUTA, state industrial insurance, state workers compensation, or otherwise assuming the duties of an employer with respect to the Museum or any employee of the Museum.

6. The Museum shall indemnify, defend, and hold harmless the City, its agents, and employees from and against any and all liability arising from injury or death to persons or damage to property resulting in whole or in part from negligent or intentional acts or omissions of the Museum, its agents, servants, officers, or employees in the performance of the contracted services. The Museum shall procure and maintain during the term of this agreement, and provide a Certificate of Insurance evidencing such coverage, for the following: Automobile Liability, with limits of One Million Dollars (\$1,000,000.00) combined single limit per accident if the Museum will be using an automobile while performing the essential functions of this agreement; and Commercial General Liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence and Two Million Dollars (\$2,000,000.00) aggregate. Museum's insurance shall be primary as respects the City, and the City shall be given thirty (30) days written notice prior to any cancellation, suspension or material change in coverage.

7. The Museum shall conduct its business in a manner which assures fair, equal and non-discriminatory treatment of all persons, including maintaining open hiring and employment practices, and compliance with all requirements of applicable federal, state or local laws or regulations relating to hiring and employment practices and providing services to all persons, without discrimination as to any person's race, color, religion, sex, Vietnam era veteran's status, disabled veteran condition, physical or mental handicap or national origin.

8. This Agreement is the complete expression of the terms hereto and any oral representation or understanding not incorporated herein is excluded. Any modification of the Agreement shall be in writing and signed by both parties.

GIG HARBOR PENINSULA
HISOTRICAL SOCIETY

CITY OF GIG HARBOR

By: _____
Its: _____

By: _____
City Administrator

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



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

Meeting Date: December 12, 2022

SUBJECT: Interlocal Agreement with Pierce County for Probation Work Crew Services

SUBMITTED BY: Stacy Colberg, Court Administrator

DEPARTMENT: Municipal Court

PHONE: 853-7619

SUGGESTED MOTION: Authorize the Municipal Court Judge to execute an interlocal agreement with Pierce County for Probation Work Crew Services.

BACKGROUND INFORMATION: Gig Harbor Municipal Court continuously seeks alternatives to incarceration and/or fines for qualified defendants. We currently offer electronic home monitoring, home detention, and community service in some circumstances.

In partnership with Pierce County, we have the opportunity to expand jail and fine alternatives by offering work crew services. Pierce County work crew also offers employment, job training, homeless prevention, housing support, chemical dependency services, and a clothing bank to individuals involved in the justice system. Additionally, the work crew program allows participants the opportunity to retain their jobs by allowing them flexibility with work and school schedules. This type of ongoing guidance and support will result in more favorable outcomes for the people we serve, as well as reduce jail overcrowding and jail costs to the city.

Primary work crew tasks are limited to landscaping and noxious weed removal, furniture moving, painting, and litter pick-up. Other tasks performed include pressure washing, filling sandbags, and limited janitorial. Work Crew Chiefs train defendants to use a variety of hand and power tools needed to complete assigned jobs. The work crew performs miscellaneous jobs in and around Gig Harbor, Fox Island, Lakebay, and Purdy about seventy (70) times per year.

FISCAL CONSIDERATION: There is no cost to the city for work crew services. The \$35 program fee is paid to Pierce County by the defendant. If a defendant cannot afford to pay the fee, an additional day of work crew in lieu of the program fee is allowed.

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: N/A

ATTACHMENTS: Interlocal Agreement with Pierce County for Probation Work Crew Services

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

**INTERLOCAL AGREEMENT for PROBATION WORK CREW SERVICES
BETWEEN
PIERCE COUNTY AND THE CITY OF GIG HARBOR**

THIS AGREEMENT is entered into this day by and between PIERCE COUNTY, a political subdivision of the State of Washington (herein referred to as "COUNTY") and the CITY OF GIG HARBOR, a municipal corporation of the State of Washington (herein referred to as "CITY") and is applicable to all properties located within the geographic area that constitutes the incorporated limits of the CITY.

Whereas, the County offers alternative sanctions to incarceration and fines in an effort to increase the likelihood of success for justice-involved individuals through a work crew in lieu of jail program operated by Pierce County District Court Probation; and

Whereas, the City desires to offer alternative sanctions to incarceration and fines in an effort to increase the likelihood of success for the City's Municipal Court justice-involved individuals; and

Whereas, RCW 39.34 allows for Agreements between Cities and Counties; and ARLJ 11 provides that the "...method of providing these services shall be established by the presiding judge of the local court to meet the specific needs of the court." Each court shall continue to have exclusive original jurisdiction of all criminal law violations committed within the jurisdiction of that court as authorized by statute or ordinance; and

Whereas, the County and the City wish to cooperate with each other and enter into an Agreement to provide the terms and conditions between the City and the County for the City Municipal Court to refer justice involved individuals to participate in Pierce County District Court Probation's Work Crew Services program; and

Whereas, the County and the City desire to enter into such an Agreement to, among other things, describe the Pierce County District Court program requirements and other services to be provided by the County, provide a mechanism for the City involvement and review of County efforts undertaken pursuant to this Agreement and for other purposes as set forth herein.

Now, therefore, the County and the City mutually agree as follows:

I. General

A. Purposes. The purposes of this Agreement are to provide the terms and conditions between the City and the County for referrals to Pierce County District Court Probation Work Crew Services; and to provide for indemnity.

B. Scope of Services Provided. Pierce County District Court (PCDC) shall be the jurisdiction that the defendant reports to for the PCDC Work Crew Services under this program. The "participating jurisdiction" is the court of the City that has imposed conditions of sentence

or has referred conditions for supervision to Pierce County District Court. PCDC's responsibility for Work Crew participants relates only to the direction of manual labor, and will commence each day upon the arrival of the participant to the specified reporting site and end each day upon the participant's departure, whether such departure occurs with or without permission.

1. **WORKSITE LOCATIONS.** Worksite locations are not limited to but include the following:
 - a. Wastewater Treatment Plant (Chamber's Bay)
 - b. Surface Water Management (Retention Ponds throughout Pierce County)
 - c. Sewer Treatment Operations Facility (122nd St. E. Puyallup)
 - d. Collections (Easements throughout Pierce County)
 - e. East Pierce Fire Departments (Bonney Lake, Sumner, Edgewood, Lake Tapps)
 - f. Facilities (CCB, Remann Hall, Medical Examiner's Office, Firing Range, Soundview, other Pierce County Facilities)
2. **WORKSITE DUTIES:** The PCDC Work Crew duties performed will include, but not be limited to, the execution of the following tasks: Clearing brush and overgrown vegetation in retention ponds, easements, and around pump stations, beautification landscaping; mowing, hedge trimming, spreading bark dust/mulch, weed, leaf, and general organic debris removal around County and public facilities (parks and fire stations), graffiti removal, furniture moving and arranging, interior painting, sandbagging assistance for flood control, litter removal, pressure washing, and limited janitorial.
3. **TOOLS AND SAFETY GEAR:** PCDC Work Crew will provide and utilize the following tools and safety gear to carry out the aforementioned tasks to include: power line trimmers, hedge trimmers, backpack blowers, commercial push lawnmowers, pressure washers, protective eyewear and face shields and Hi-vis vests.
4. **ORIENTATION:** Participation in PCDC Work Crew orientation is mandatory and includes: A comprehensive introduction of Work Crew rules and regulations, expectations, safety protocols, and workday reporting instructions and individual scheduling sessions. The Alternative Programs Supervisor makes final determination of defendant eligibility for PCDC Work Crew.
5. **APPLICATION:** The decision to refer the defendant to PCDC Work Crew will rest within the sole discretion of each participating jurisdiction. Pierce County District Court maintains the discretion to determine participant eligibility, program capacity and placement into the program. Current Work Crew Program standards are:
 - a. Eligibility: Defendants are not eligible for work crew if:
 - i. they take prescribed medication which causes physical impairment,
 - ii. have serious medical/physical impairments for which they are unable to provide a doctor's release to work with no restrictions, or have

- iii. any sex offense convictions.
 - b. These standards may be changed at the discretion of Pierce County District Court.
- 6. **REPORTING:** On a weekly basis, PCDC Work Crew shall send a report to the Municipal Court with the current status of their work crew participants. The Alternative Program Supervisor will determine whether a participant will be discharged from the program based on a failure to appear or non-compliance with program rules. Each court and probation department will address compliance and violations pursuant to its own established policies and procedures. Staff designated by the presiding judge of each court shall serve as the point of contact.
 - 7. **PROPERTY:** This program does not contemplate the acquisition, holding, or disposal of real or personal property.
 - 8. **REVOCATION OF DEFENDANT PARTICIPATION IN PCDC WORK CREW:** The Presiding Judge of the PCDC Work Crew or the judge of any participating jurisdiction may terminate defendant participation in PCDC Work Crew at any time. The defendant will be required to report to the participating jurisdiction if unsuccessfully discharged.
 - 9. **AGREEMENT TO MEET AND CONFER:** Participant court shall meet and confer periodically during the life of this program at mutually agreeable times and dates to review program procedures and effectiveness.

Any new programs established after the effective date of this Agreement shall not be included but shall be addressed by the parties in a separate amendment hereto.

C. Limitation of Financial Obligations. There shall be no financing of any joint or cooperative undertaking pursuant to this program, except that the defendant will be responsible for paying work crew program fees directly to Pierce County District Court to be deposited for use in the Pierce County general fund.

D. Agreement Administration and Dispute Resolution. The County shall designate an employee representative from each of the various departments that will be providing the services contemplated herein to act as a liaison with the City to handle daily administration of this Agreement. The City shall also designate one or more liaisons for the various services described herein. Each party shall notify the other in writing of its designated representatives for the various services. County liaisons shall meet with the City liaisons on a regular or on an “as needed” basis, whichever the liaisons deem appropriate, to discuss questions and resolve problems regarding the delivery of services and activities to be performed under this Agreement. Any operational conflict that is not resolved by the liaison committee shall be referred to the presiding judges or court administrator of each court who shall attempt in good faith to resolve the dispute prior to submitting the matter to arbitration.

Any controversy or claim arising out of or relating to this Agreement or the alleged breach thereof that cannot be resolved, shall be submitted to binding arbitration in accordance with the rules and procedures set forth in Chapter 7.04 RCW, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

II. Additional Terms

A. No Employment Relationship Created. No agent, employee, or representative of the City shall be deemed an employee of the County, and no agent, employee, or representative of the County shall be deemed an employee of the City.

III. Indemnification

A. Liability. In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from: (1) the existence or effect of any City ordinance; or (2) any prosecution by the City Attorney. If any cause, claim, suit, action or administrative proceeding is commenced involving the enforceability and/or validity of any such ordinance or prosecution, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorney's fees. Each participating jurisdiction has its own duties and liabilities, and nothing herein alters those liabilities or creates a respondent superior or agency relationship between cities, courts, or probation departments. All participating jurisdictions are autonomous, and nothing herein creates or contemplates a duty to supervise or control the work of PCDC Work Crew by participating jurisdictions or vice versa.

B. Indemnification. The County shall indemnify, defend and hold harmless the City, its officers, agents and employees, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatever, including costs and attorney's fees in defense thereof, for injuries, sickness or death of persons (including employees of the City), or damage to property, or the violation of any person's civil rights, which is caused by or arises out of the County's acts, error or omissions with respect to the subject matter of this Agreement, or any act or omission of any agent retained by or contracted with by the County to provide services covered by this Agreement provided, however, that:

1. The County's obligation to indemnify, defend and hold harmless shall not extend to injuries, sickness, death, damage or civil rights violations caused by or resulting from the actions or negligence of the City, its officers, agents or employees; and

2. The County's obligation to indemnify, defend and hold harmless for injuries, sickness, death, damage or civil rights violations caused by or resulting from the concurrent actions or negligence of the County or its agents and the City or its agents shall apply only to the extent that the County's or its officer's, employee's, or agent's actions or negligence caused or contributed thereto.

C. No Third-Party Beneficiary. The County does not by this Agreement assume any contractual obligations to anyone other than the City and the City does not assume any contractual obligations to anyone other than the County. The County and the City expressly eliminate any third-party beneficiary to this Agreement.

IV. Termination Provisions

A. Term of Agreement. The term of this agreement shall be for five (5) years. Nothing in this section precludes the parties from renegotiating and amending the terms and conditions of this Agreement, including duration and compensation, prior to the termination.

B. Process for Termination. For Convenience –Either the City or the County may terminate this Agreement for convenience or without cause by providing written notice at least thirty (30) calendar days prior to the effective date of the termination. In the event that the Agreement is to be terminated, then the parties agree that they will work cooperatively to facilitate an orderly and effective transfer of responsibility.

V. Signatures and Date

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

CITY OF GIG HARBOR:

PIERCE COUNTY:

Municipal Court Judge Date

County Executive Date

Approved as to form:

Approved as to form:

City Attorney Date

Deputy Prosecuting Attorney Date

Attest:

City Clerk Date

District Court Administrator Date

Budget & Finance Date

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

Recognizing the Rights and Value of the Southern Resident Orca

WHEREAS, the Southern Resident Orcas are culturally and economically important to the people of Washington State and the world; and

WHEREAS, despite legal protections for nearly two decades, the population continues to decline and is critically endangered, with only 74 individuals remaining; and

WHEREAS, over 20 countries, dozens of local communities in the United States, and several tribal governments have recognized that nature has inherent rights, and that human society has the responsibility to protect and steward nature; and

WHEREAS, the rights of the Southern Resident Orcas include, but are not limited to, the right to life, autonomy, free and safe passage, adequate food supply from naturally occurring sources, and freedom from conditions causing physical, emotional, or mental harm, including a habitat degraded by noise, pollution, and contamination; and

WHEREAS, major factors in the decline of the Southern Resident Orca population include captures for marine parks in the 1960s and 70s, declining salmon runs, toxic pollution, loss of habitat, and increasing vessel traffic and noise levels in Puget Sound and the ocean; and

WHEREAS, bringing attention to the Southern Resident Orcas will also bring attention to the need to clean up Puget Sound and restore and conserve important Puget Sound habitats and Chinook salmon spawning grounds; and

WHEREAS, we are fortunate to have this community of Southern Resident Orcas in our midst, know them as individuals and pods, and watch them from our ferries, boats, and many miles of shoreline; and

WHEREAS, we have only begun to learn about the intelligence and social capabilities of Southern Resident Orcas; and

WHEREAS, Washington State supports efforts to recover this endangered population of Southern Resident Orcas.

NOW THEREFORE, I, Tracie Markley, Mayor of the City of Gig Harbor, Washington, do hereby proclaim that the City of Gig Harbor supports and urges action by local, State, federal, and tribal governments that secure and effectuate the rights of the Southern Resident Orcas and of the ecosystems upon which they depend.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 12th day of December, 2022.

Tracie Markley, Mayor



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

Meeting Date: December 12, 2022

SUBJECT: Second Reading of Ordinance 1505 Providing for the Issuance and Sale of a Limited Tax General Obligation Bond

SUBMITTED BY: David Rodenbach, Finance Director

DEPARTMENT: Finance

PHONE: 853-7610

SUGGESTED MOTION: Move to approve Ordinance 1505.

BACKGROUND INFORMATION: This is the second reading of an ordinance providing for the issuance and sale of limited tax general obligation (LTGO) bonds in an amount not to exceed \$4,250,000.

This ordinance delegates authority to the Mayor, City Administrator and Finance Director to issue the bonds in an amount not to exceed \$4,250,000; at an interest rate not to exceed 5.25%, and with a term not to exceed 10 years (December 1, 2032).

FISCAL CONSIDERATION: The proceeds of these bonds will reimburse the city for \$4,200,000 spent on the Shaw-Warren property purchase, which closed October 31, 2022. The balance of funds will be used to pay for costs of issuance.

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: NA

ATTACHMENTS: Ordinance 1505

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

ORDINANCE 1505

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, PROVIDING FOR THE ISSUANCE AND SALE OF A LIMITED TAX GENERAL OBLIGATION BOND IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$4,250,000 TO PROVIDE FUNDS TO ACQUIRE LAND FOR CITY USE AND OTHER CAPITAL PROJECTS OF THE CITY; AND DELEGATING CERTAIN AUTHORITY TO APPROVE THE FINAL TERMS OF THE BOND TO THE DESIGNATED REPRESENTATIVE IN CONNECTION WITH THE SALE

WHEREAS, the City of Gig Harbor, Washington (the “City”) is in need of acquiring land for City use and other capital projects (the “Project”); and

WHEREAS, the City is authorized by Title 35 and ch. 39.46 to issue general obligation bonds payable from, *inter alia*, regular tax levies of the City; and

WHEREAS, the City Council (the “Council”) has determined that all or a portion of the costs of the Project should be financed through the issuance of a limited tax general obligation bond of the City in the principal amount of not to exceed \$4,250,000 (the “Bond”); and

WHEREAS, the Council has determined to delegate to certain City officials the authority, for a limited time, to solicit proposals and accept a bid for the purchase of the Bond and approve the final principal amount, the interest rate, maturity date, and prepayment provisions of the Bond authorized herein under such terms and conditions as are approved by this ordinance;

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

Section 1. Definitions. As used in this ordinance, unless a different meaning clearly appears from the context:

Approved Bid means the winning bid submitted for the Bond and all terms stated therein and may include a separate agreement, at the option of and approved by the Designated Representative.

Bond means the City of Gig Harbor, Washington Limited Tax General Obligation Bond, 2023, to be issued in the aggregate amount of not to exceed \$4,250,000 issued pursuant to this ordinance.

Bond Counsel means K&L Gates LLP.

Bond Fund means the Limited Tax General Obligation Bond Redemption Fund, 2023 created pursuant to Section 9 of this ordinance.

Bond Register means the registration records maintained by the Bond Registrar for the purpose of identifying ownership of the Bond.

Bond Registrar means the fiscal agent of the State of Washington, initially appointed by the Designated Representative for the purposes of registering and authenticating the Bond, maintaining the Bond Register, effecting transfer of ownership of the Bond and paying interest on and principal of the Bond. The term **Bond Registrar** shall include any successor to the functions of the fiscal agent appointed by the Designated Representative pursuant to RCW 39.46.030(3)(b).

City means the City of Gig Harbor, Washington, a municipal corporation of the State of Washington.

City Administrator means the duly qualified, appointed and acting City Administrator of the City, or any other officer who succeeds to the duties now delegated to that office.

Closing Date means the date of issuance and delivery of the Bond to the Purchaser.

Code means the Internal Revenue Code of 1986, as amended, and shall include all applicable regulations and rulings relating thereto.

Council means the City Council as the general legislative authority of the City, as the same shall be duly and regularly constituted from time to time.

Designated Representative means any of the following: (a) the Mayor, (b) the Finance Director, (c) the City Administrator or (d) any official or employee of the City designated in writing by any of the foregoing.

Final Maturity Date means the date as determined in the Approved Bid, but no later than December 1, 2032.

Finance Director means the duly qualified, appointed and acting Finance Director of the City, or any other officer who succeeds to the duties now delegated to that office.

First Interest Payment Date means the first interest payment date for the Bond set forth in the Approved Bid.

Fiscal Agent means U.S. Bank Trust Company, National Association, as the fiscal agency of the State of Washington, pursuant to the Agreement for Fiscal Agency Services, dated February 1, 2015, as amended, between the State of Washington and U.S. Bank Trust Company, National Association.

Mayor means the duly qualified, elected and acting Mayor of the City, or any other person who succeeds to the duties now delegated to that office.

Placement Agent means D.A. Davidson & Co., Seattle, Washington.

Principal Payment Dates mean the dates on which principal of the Bond is payable in accordance with the Approved Bid.

Project means the acquisition of land for City use and other capital projects.

Project Fund means the fund maintained pursuant to Section 7 of this ordinance.

Purchaser means the initial purchasing entity or bank purchaser of the Bond.

Registered Owner means the person named as the registered owner of a Bond in the Bond Register.

Rule means the SEC's Rule 15c2-12 under the Securities Exchange Act of 1934, as the same may be amended from time to time.

SEC means the United States Securities and Exchange Commission.

Interpretation. In this ordinance, unless the context otherwise requires:

(a) The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this ordinance, refer to this ordinance as a whole and not to any

particular article, section, subdivision or clause hereof, and the term “hereafter” shall mean after, and the term “heretofore” shall mean before, the date of this ordinance;

(b) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa;

(c) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons;

(d) Any headings preceding the text of the several articles and sections of this ordinance, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this ordinance, nor shall they affect its meaning, construction or effect; and

(e) All references herein to “articles,” “sections” and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof.

Section 2. Project; Authorization of Bond and Bond Details.

(a) *Project.* The City shall purchase land for City use and provide funds for other capital projects (the “Project”). The proceeds of the Bond shall be used to fund or reimburse the City for the costs of the Project and for the costs of selling the Bond.

(b) *Authorization of Bond and Bond Details.* For the purpose of funding or reimbursing the costs of the Project and paying the costs of issuance related thereto, the City shall issue its limited tax general obligation bond in the principal amount of not to exceed \$4,250,000 (the “Bond”).

The Bond shall be designated as the “City of Gig Harbor, Washington, Limited Tax General Obligation Bond, 2023,” shall be dated as of the Closing Date, shall be fully registered as to both principal and interest, shall be issued as a single fully registered bond, and shall be numbered in such manner and with any additional designation as the Bond Registrar deems necessary for purposes of identification.

The Bond shall bear interest at the per annum rate(s), payable on the date(s) and maturing in principal amount(s) set forth in the Approved Bid, pursuant to Section 10 of this ordinance.

Section 3. Registration, Exchange and Payments. The City hereby initially specifies and adopts the system of registration approved by the Washington State Finance Committee from time to time through the appointment of state fiscal agents. The duties of the Bond Registrar hereunder shall be limited to authenticating the Bond and to remitting money to the Purchaser on the payment dates as provided therein. Principal of and interest on the Bond shall be payable in lawful money of the United States of America. Installments of principal of and interest on the Bond shall be paid by check, wire, or electronic transfer on the date due to the Purchaser; *provided, however*, upon final payment of all installments of principal and interest thereon, the Bond shall be submitted to the Bond Registrar for cancellation and surrender.

The Bond Registrar is authorized, on behalf of the City, to authenticate and deliver the Bond and to carry out all of the Bond Registrar’s powers and duties under this ordinance.

The Bond shall not be transferable, except in whole to a financial institution subject to the further limitations set forth in the Approved Bid.

Section 4. Prepayment. The Bond shall be subject to prepayment, if any, as provided in the Approved Bid.

Section 5. Form of Bond. The Bond shall be in substantially the following form:

UNITED STATES OF AMERICA
NO. R-1 [\$4,250,000]
STATE OF WASHINGTON
CITY OF GIG HARBOR
LIMITED TAX GENERAL OBLIGATION BOND, 2023
INTEREST RATE: _____ % per annum
MATURITY DATE: [December 1, 2032]
REGISTERED OWNER: _____

TAX IDENTIFICATION #: _____
PRINCIPAL AMOUNT: [FOUR MILLION TWO HUNDRED FIFTY THOUSAND] AND
NO/100 DOLLARS

THE CITY OF GIG HARBOR, WASHINGTON, a municipal corporation organized and existing under and by virtue of the laws and Constitution of the State of Washington (the "City"), hereby acknowledges itself to owe, and for value received promises to pay to the Registered Owner identified above, or registered assigns, the Principal Amount specified above, together with interest thereon, at the Interest Rate, which interest shall be payable [semi][annually] on _____ 1 and _____ 1 of each year until paid, commencing on _____ 1, 202___. Principal shall be repaid in annual installments as provided on Exhibit A attached hereto. Interest shall be calculated on the basis of [a 360-day year consisting of twelve 30-day months]. The final payment of all outstanding principal, together with interest thereon, shall be due on [December 1, 2032].

Both principal of and interest on this bond are payable in lawful money of the United States of America. Payments made to the Registered Owner shall be applied first to accrued interest and then to principal as of the date such payment is actually received by the Registered Owner. Installments of the principal of and interest on this bond shall be paid by check or draft of the fiscal agent of the State of Washington (the "Bond Registrar") mailed on the date such principal and interest is due or by electronic funds transfer made on the date such interest is due to the Registered Owner at the address appearing on the Bond Register. Upon final payment of all installments of principal and interest thereon, this bond shall be submitted to the Bond Registrar for cancellation and surrender.

This bond may be prepaid in accordance with the following terms;

_____.

This bond is issued under and in accordance with the provisions of the Constitution and applicable statutes of the State of Washington and Ordinance No. _____ duly passed by the City Council on December 12, 2022 (the "Bond Ordinance"). Capitalized terms used in this bond have the meanings given such terms in the Bond Ordinance.

This bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Ordinance until the Certificate of Authentication hereon shall have been manually signed by or on behalf of the Bond Registrar or its duly designated agent.

This bond is issued pursuant to the Bond Ordinance for providing funds to acquire land for City use and for other capital projects of the City.

By the Bond Ordinance, the City has irrevocably covenanted that, unless the principal of and interest on this bond are paid from other sources, it will make annual levies of taxes without limitation as to rate or amount upon all of the property in the City subject to taxation for the payment of debt service on the Bond in amounts sufficient to pay such principal and interest as provided in the Bond. The full faith, credit and resources of the City are hereby irrevocably pledged for the annual levy and collection of such taxes and for the payment of such principal and interest.

This bond has been designated by the City as a "qualified tax-exempt obligation" for investment by financial institutions under Section 265(b) of the Code.

It is hereby certified that all acts, conditions and things required by the Constitution and statutes of the State of Washington to exist, to have happened, been done and performed precedent to and in the issuance of this bond have happened, been done and performed and that the issuance of this bond does not violate any constitutional, statutory or other limitation upon the amount of bonded indebtedness that the City may incur.

IN WITNESS WHEREOF, the City of Gig Harbor, Washington, has caused this bond to be signed on behalf of the City with the manual or facsimile signature of the Mayor, to be attested by the manual or facsimile signature of the Clerk of the City, and a facsimile of the seal of the City to be impressed, imprinted or otherwise reproduced hereon, as of this _____ day of _____, 2023.

[SEAL]
WASHINGTON

CITY OF GIG HARBOR,

By /s/ manual or facsimile signature
Mayor

ATTEST:

 /s/ manual or facsimile signature
 City Clerk

The Certificate of Authentication for the Bond shall be in substantially the following form:

CERTIFICATE OF AUTHENTICATION

Date of Authentication: _____

This bond is the bond described in the within-referenced Bond Ordinance as the City of Gig Harbor, Washington Limited Tax General Obligation Bond, 2023, dated _____, 2023.

WASHINGTON STATE FISCAL
AGENT, as Bond Registrar

By

Authorized Signer

* * * * *

Exhibit A
Debt Service Schedule

Section 6. Execution of Bond. The Bond shall be executed on behalf of the City with the manual or facsimile signatures of the Mayor and City Clerk, and the seal of the City shall be impressed, imprinted or otherwise reproduced thereon. The Bond shall not be valid or obligatory for any purpose or entitled to the benefits of this ordinance unless and until a Certificate of Authentication, in the form hereinbefore recited, has been manually executed by or on behalf of the Bond Registrar or its duly designated agent.

In case either of the officers who shall have executed the Bond shall cease to be an officer or officers of the City before the Bond so signed shall have been authenticated or delivered by the Bond Registrar, or issued by the City, the Bond may nevertheless be authenticated, delivered and issued and upon such authentication, delivery and issuance, shall be as binding upon the City as though those who signed the same had continued to be such officers of the City. The Bond may be signed and attested on behalf of the City by such persons who at the date of the actual execution of the Bond are the proper officers of the City, although at the original date of the Bond any such person shall not have been such officer of the City.

Section 7. Project Fund; Disposition of Bond Proceeds. The proceeds of the Bond shall be deposited into a project account and used to pay or reimburse the City for the costs of acquiring the land for City use, other capital projects of the City and to pay costs of issuance of the Bond.

The Finance Director shall invest the net proceeds of the Bond in such obligations as may now or hereafter be permitted to cities of the State of Washington by law and that will mature prior to the date on which such money shall be needed. Earnings on such investments, except as may be required to pay rebatable arbitrage pursuant to the Federal Tax Certificate, if any, may be used for City purposes or transferred to the Bond Fund for the uses and purposes therein provided.

Section 8. Tax Covenants; Special Designation.

(a) *Arbitrage Covenant.* The City hereby covenants that it will not make any use of the proceeds of sale of the Bond or any other funds of the City which may be deemed to be proceeds of the Bond pursuant to Section 148 of the Code which will cause the Bond to be an “arbitrage bond” within the meaning of said section and said regulations. The City will comply with the requirements of Section 148 of the Code (or any successor provision thereof applicable to the Bond) and the applicable regulations thereunder throughout the term of the Bond.

(b) *Designation under Section 265(b) of the Code.* The City hereby designates the Bond as a “qualified tax-exempt obligation” for purchase by financial institutions pursuant to Section 265(b) of the Code. The City does not anticipate that it will issue more than \$10,000,000 in qualified tax-exempt obligations during the year 2023 (excluding obligations permitted by the Code to be excluded for purposes of the City’s qualification as a qualified small issuer).

Section 9. Bond Fund and Provision for Tax Levy Payments. A special fund of the City known as the “Limited Tax General Obligation Bond Redemption Fund, 2023” which fund or account may be designated or re-designated in accordance with the practices of the City from time to time (the “Bond Fund”), is hereby authorized to be established and maintained in the office of the Finance Director of the City. The taxes hereafter levied for the purpose of paying principal of and interest on the Bond and other funds to be used to pay the Bond shall be deposited in the Bond Fund no later than the date such funds are required for the payment of principal of and interest on the Bond. Money in the Bond Fund not needed to pay the interest or principal next coming due may temporarily be deposited in such institutions or invested in such obligations as may be lawful for the investment of City funds.

The City hereby irrevocably covenants and agrees for as long as the Bond is outstanding and unpaid that each year it will include in its budget and levy an *ad valorem* tax upon all the property within the City subject to taxation in an amount that will be sufficient, together with all other revenues and money of the City legally available for such purposes, to pay the principal of and interest on the Bond as the same shall become due. All of such taxes so collected and any other money to be used for such purposes shall be paid into the Bond Fund.

The City hereby irrevocably pledges that the annual tax provided for herein to be levied for the payment of such principal and interest shall be within and as a part of the tax levy permitted to cities without a vote of the people, and that a sufficient portion of

each annual levy to be levied and collected by the City prior to the full payment of the principal of and interest on the Bond will be and is hereby irrevocably set aside, pledged and appropriated for the payment of the principal of and interest on the Bond. The full faith, credit and resources of the City are hereby irrevocably pledged for the annual levy and collection of said taxes and for the prompt payment of the principal of and interest on the Bond as the same shall become due.

Section 10. Sale of the Bond The Council has determined that it would be in the best interest of the City to delegate to the Designated Representative for a limited time the authority, working with the City's Placement Agent, to solicit proposals from financial institutions and review and select a financial institution as the Purchaser. The actions of the Designated Representative in reviewing and approving a term sheet distributed to financial institutions is hereby ratified and approved. The Designated Representative is further authorized to approve the final principal amount, interest rate, maturity dates, including the Final Maturity Date, the Principal Payment Dates and the First Interest Payment Date, prepayment provisions and other terms and conditions of the Bond so long as (i) the principal amount of the Bond does not exceed \$4,250,000; (ii) the interest rate of the Bond, if issued as a fixed rate per annum, does not exceed 5.25%, or if issued as a variable rate, uses an index approved by the Designated Representative; (iii) the true interest cost of the Bond does not exceed 5.00%; and (iv) the maximum term of the Bond shall be no later than December 1, 2032. Upon approval of the final terms, the Designated Representative will execute a certificate confirming the final sales terms which certificate shall be made available to the Council.

The authority granted to the Designated Representative by this section shall remain in effect until June 30, 2023. If the sale for the Bond has not been completed by June 30, 2023, the authorization for the issuance of the Bond shall be rescinded, and the Bond shall not be issued nor its sale approved unless the Bond shall have been re-authorized by ordinance of the City. The ordinance reauthorizing the issuance and sale of the Bond may be in the form of a new ordinance repealing this ordinance in whole or in part or may be in the form of an amendatory ordinance establishing terms and conditions for the authority delegated under this section.

Upon the adoption of this ordinance, the proper officials of the City including the Designated Representative, are authorized and directed to undertake all other actions necessary for the prompt sale, execution and delivery of the Bond and further to execute all closing certificates and documents required to effect the closing and delivery of the Bond in accordance with the terms of the Approved Bid. In furtherance of the foregoing, the Designated Representative is authorized to approve and enter into agreements for the payment of costs of issuance, including the fees and expenses specified in the Approved Bid, including fees and expenses of the Purchaser and other retained services, including Bond Counsel, Placement Agent, Fiscal Agent, and other expenses customarily incurred in connection with issuance and sale of the Bond.

Section 11. Undertaking to Provide Information. The City is exempt from the ongoing disclosure requirements of the Rule by reason of the exemption set forth in subsection (d)(1) of that Rule with respect to the issuance of securities in authorized denominations of \$100,000 or more. If approved in the Approved Bid, the City may

undertake to provide certain City operational or financial information to the Purchaser during the term of the Bond.

Section 12. Ordinance and Laws a Contract with the Purchaser. This ordinance is adopted under the authority of and in full compliance with the Constitution and laws of the State of Washington. In consideration of the loan made by the Purchaser, evidenced by the Bond, the provisions of this ordinance and of said laws shall constitute a contract with the Purchaser, and the obligations of the city and its Council under said laws and under this ordinance shall be enforceable by any court of competent jurisdiction; and the covenants and agreements herein and in the Bond set forth shall be for the equal benefit of the Purchaser and any permitted transferee or assignee.

Section 13. Ratification; General Authorization. The Mayor, City Administrator and Finance Director and other appropriate officers of the City are authorized to take any actions and to execute documents as in their judgment may be necessary or desirable in order to carry out the terms of, and complete the transactions contemplated by, this ordinance. All acts taken pursuant to the authority of this ordinance but prior to its effective date are hereby ratified.

Section 14. Severability. If one or more of the covenants or agreements provided in this ordinance to be performed on the part of the City shall be declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants, agreement or agreements, shall be null and void and shall be deemed separable from the remaining covenants and agreements in this ordinance and shall in no way affect the validity of the other provisions of this ordinance or of the Bond.

Section 15. Effective Date. This ordinance shall take effect and be in full force five (5) days after this ordinance or a summary thereof consisting of the title is published.

ADOPTED by the Council of the City of Gig Harbor at a regular meeting thereof, held this 12th day of December, 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: December 12, 2022

SUBJECT: Resolution 1267 Rescinding Emergency Proclamation 2020-01

SUBMITTED BY: City Administrator Katrina Knutson

DEPARTMENT: Administration

PHONE: 851-6127

SUGGESTED MOTION: Move to approve Resolution 1267

BACKGROUND INFORMATION: On March 23, 2020, Mayor Kit Kuhn proclaimed a local emergency (Emergency Proclamation 2020-01) in response to the novel coronavirus (COVID-19) to enact measures to protect public health, safety and welfare of city residents, visitors and staff. The City Council ratified the local emergency proclamation at the City Council meeting later that day.

Governor Jay Inslee rescinded the state-wide emergency proclamation on October 31, 2022.

The local emergency proclamation provided the City with the means to offer late payment fee suspension on utility payments, suspend single-use plastic requirements, and conduct remote meetings.

Thirty days after the proclamation is rescinded, the City's ban on single-use plastic food serviceware will go back into effect.

After 6 months, any utility service charges remaining delinquent will be treated as delinquent consistent and subject to all interest and notice charges that may accrue from that day forward. Utility repayment program options will be presented to Council at an upcoming study session.

FISCAL CONSIDERATION: None.

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: None.

ATTACHMENTS:

1. Resolution 1267
 2. Emergency Proclamation 2020-01
-

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

RESOLUTION 1267

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RESCINDING EMERGENCY PROCLAMATION 2020-01

WHEREAS, on March 23, 2020, Mayor Kit Kuhn proclaimed a local emergency (Emergency Proclamation 2020-01) in response to the novel coronavirus (COVID-19) to enact measures to protect public health, safety and welfare of city residents, visitors and staff; and

WHEREAS, on March 23, 2020, the City Council ratified the local emergency proclamation; and

WHEREAS, the local emergency proclamation provided the City with the means to offer late payment forgiveness on utility payments, suspend single-use plastic requirements, and conduct remote meetings; and

WHEREAS, while the pandemic continues, the Mayor, in consultation with City staff, has determined that emergency measures are no longer necessary in the response to COVID-19; and

WHEREAS, Governor Jay Inslee rescinded the state-wide emergency proclamation on October 31, 2022;

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

Section 1. Emergency Proclamation 2020-01 is hereby rescinded, effective upon adoption of this Resolution.

ADOPTED by the City Council of the City of Gig Harbor at a regular meeting thereof, held this 12th day of December, 2022.

Tracie Markley
Mayor

Attest:

Joshua Stecker, CMC
City Clerk



City of Gig Harbor
Emergency Proclamation 2020-01

WHEREAS, COVID-19 is a respiratory disease that can result in serious illness or death and is easily spread from person to person; and

WHEREAS, on January 31, 2020, the United States Department of Public Health and Human Services Secretary Alex Azar declared a public emergency for the novel coronavirus (COVID-19) beginning on January 27, 2020; and

WHEREAS, on February 29, 2020, Governor Jay Inslee signed a Proclamation declaring a State of Emergency exists in all counties in the State of Washington due to the number of confirmed cases of COVID-19 in the state and directed that the plans and procedures of the Washington State Comprehensive Emergency Management Plan be implemented; and

WHEREAS, on March 6, 2020, Pierce County Executive Bruce Dammeier signed a Proclamation of Emergency for Pierce County; and

WHEREAS, Dr. Anthony Chen, Director of Health, Tacoma-Pierce County Health Department has advised that there exists a health emergency for the citizens and visitors of Pierce County due to the virus; and

WHEREAS, measures must be taken to protect public health, safety and welfare of City residents, visitors, and staff, and;

WHEREAS, additional resources may be required in response to the COVID-19 outbreak, and;

WHEREAS, the severity of this event may go beyond the capability of local resources and the duration of the event is unknown, and

WHEREAS, the existing conditions related to COVID-19 warrant the proclamation of the existence of a local emergency;

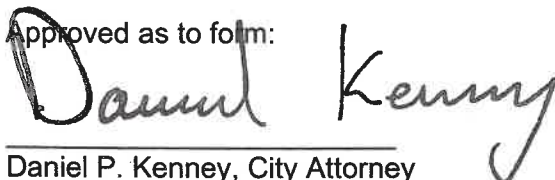
NOW, THEREFORE, I Kit Kuhn, Mayor of the City of Gig Harbor do hereby proclaim that a local emergency now exists due to the COVID-19 outbreak and that emergency operations are in effect, and this necessitates the utilization of emergency powers granted under RCW 38.52.070 and Gig Harbor Municipal Code Chapter 9.12.

The City of Gig Harbor is authorized to exercise the powers vested under this proclamation considering the exigencies of this emergency without regard to time-consuming procedures and formalities prescribed by law (excepting Constitutional requirements).

Dated this 23rd day of March, 2020.

KIT KUHN, MAYOR

Approved as to form:


Daniel P. Kenney, City Attorney



ORDINANCE 1506

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, ACCEPTING THE DONATION OF FIFTY THOUSAND (\$50,000) DOLLARS FROM THE GREATER TACOMA COMMUNITY FOUNDATION TO FUND PHASE THREE OF THE NORTH CREEK SALMON HERITAGE SITE; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, pursuant to RCW 35.21.100 and Chapter 3.52 of the Gig Harbor Municipal Code, the City of Gig Harbor may accept any donations of money or property by ordinance, and may carry out the terms of the donation, if the same are within the powers granted to the City by law; and

WHEREAS, the Greater Tacoma Community Foundation, on behalf of the Gig Harbor Land Conservation Fund, has expressed a commitment to the City to provide a \$50,000 donation to assist with the acquisition of Phase 3 of the North Creek Salmon Heritage Site (Pierce County tax parcel number 022106-1107, located immediately north of Donkey Creek Park); and

WHEREAS, the City purchased Phase 3 of the North Creek Salmon Heritage Site on September 1, 2022;

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

Section 1. Acceptance of Donations. The City Council hereby accepts the donation from the Greater Tacoma Community Foundation on behalf of the Gig Harbor Land Conservation Fund of fifty thousand (\$50,000) dollars to be applied toward the purchase of Phase 3 of the North Creek Salmon Heritage Site (Pierce County tax parcel number 022106-1107, located immediately north of Donkey Creek Park).

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 12th day of December, 2022.

Tracie Markley
Mayor

Approved as to form:

Attest:

Daniel Kenny
City Attorney

Joshua Stecker, CMC
City Clerk

UPCOMING GIG HARBOR CITY MEETINGS
ALL AGENDA ITEMS TENTATIVE – SUBJECT TO CHANGE
Please see the meeting agenda for specific details on how to attend.

Day	Date	Time	Group	Agenda Items
TH	Dec. 8	12:00pm	Lodging Tax Advisory Committee	CANCELLED
TH	Dec. 8	5:00pm	Design Review Board	Bailey SFR & ADU
M	Dec. 12	5:30pm	City Council	See Agenda
W	Dec. 14	10:00am	Arts Commission	Annette Roth, WA State Arts Commission Creative Districts Program Manager
TH	Dec. 15	3:00pm	City Council Study Session	Introduction of Parks Commission Appointee Doug Smith Short Term Rentals 38th Ave Half-Width Roadway Improvements Phase 2 - Roadway/Sidewalk Alignment Alternatives Stormwater Management and Site Development Manual Update Jarzynka Wastewater Technical Amendment
TH	Dec. 15	5:30pm	Planning Commission	
TH	Dec. 22	5:00pm	Design Review Board	
M	Dec. 26	5:30pm	City Council	CANCELLED
W	Jan. 4	5:30pm	Parks Commission	
TH	Jan. 5	5:30pm	Planning Commission	
M	Jan. 9	5:30pm	City Council	Consent: • Interlocal Agreement with Puyallup Tribe for Conservation Property Matching Funds • Public Works Construction Contract Award for Bogue Visitor Center • Appointment of Doug Smith to Parks Commission • PSC for Comprehensive Plan Update New Business: • Resolution XXXX Approving 2023 Lodging Tax Expenditures • ESCO Agreement with MacDonald Miller for HVAC System • Contract Amendment with Helix Design Group for Skansie Netshed • Pierce County Conservation Futures Stewardship Agreement and Agreement to Fund/Lyons Property Staff Report: Official City Newspaper Designation
TU	Jan. 10	1:00pm	City Council Special Meeting	Interviews for City Council Vacancy
W	Jan. 11	10:00am	Arts Commission	
TH	Jan. 12	3:00pm	City Council Study Session	Employee Engagement Survey Presentation COVID-19 Utility Repayment Program Wastewater Comp Plan Tech Amendments: • Mallards Landing Lot 7 • Rosedale Preliminary Plat • Harbor Run

UPCOMING GIG HARBOR CITY MEETINGS
ALL AGENDA ITEMS TENTATIVE – SUBJECT TO CHANGE
Please see the meeting agenda for specific details on how to attend.

				UGA Analysis
TH	Jan. 12	5:00pm	Design Review Board	
TH	Jan. 19	5:30pm	Planning Commission	
M	Jan. 23	5:30pm	City Council	Presentation: Peninsula School District Update – Superintendent Krestin Bahr New Business • Public Works Construction Contract Award for Public Works Operations Center • Election of Mayor Pro Tempore • Council Committee Assignments Staff Report: Quarterly Budget Update
TH	Jan. 26	3:00pm	City Council Study Session	Proposed Code/Lease Changes Related to Alcohol in Park Buildings Overview of Water System Emergency Response Plan Discussion Regarding Parks Bond
TH	Jan. 26	5:00pm	Design Review Board	

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*