

AGENDA
GIG HARBOR CITY COUNCIL MEETING
Monday, March 13, 2023 – 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 sx^wəbabč 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.

CHANGES TO THE AGENDA

CONSENT AGENDA

1. City Council Minutes

Documents:

[City Council Minutes - February 27, 2023.pdf](#)

2. Professional Services Agreement with Uptown Animal Hospital for Stray Animal Services

Documents:

[AGENDA BILL Uptown Animal Hospital Agreement.pdf](#)

3. Street Naming within the Edwards Drive Plat

Documents:

[AGENDA BILL Edwards Drive Plat Street Naming.pdf](#)

4. Department of Enterprise Services Funding Approval – Civic Center Investment Grade Audit

Documents:

[AGENDA BILL Civic Center Investment Grade Audit.pdf](#)

5. Professional Services Agreement with Puget Sound Veterinary Specialty and Emergency Clinic for Stray Animal Services

Documents:

[AGENDA BILL Puget Sound Veterinary Specialty and Emergency Clinic.pdf](#)

6. Approval of Payroll for the Month of February

Checks #8382 through #8383 and direct deposit transactions in the total amount of \$532,517.22.

7. Approval of Vouchers

Check numbers 99980 through 100071 and ACH payments in the amount of \$644,211.69.

PRESENTATIONS

1. Make Gig Harbor Green

Drew Dabbs, Lighthouse Christian School Student

Documents:

[Make Gig Harbor Green.pdf](#)

MAYOR'S REPORT

CITY ADMINISTRATOR'S REPORT

PUBLIC COMMENT ON NON-AGENDA ITEMS

NEW BUSINESS

1. Agreement with FlashVote for Survey Services

Suggested Motion: Move to authorize the mayor to sign the FlashVote services order form for an initial 3-year service term.

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

Documents:

[AGENDA BILL FlashVote Authorization.pdf](#)

2. First Reading and Adoption of Ordinance 1510 Related to Compost Procurement

Suggested Motion: Move to approve Ordinance 1510.

- a) Report: Public Works Director Jeff Langhelm
- b) Clarifying questions from Council

- c) Public comment
- d) Council deliberation and action

Documents:

[AGENDA BILL Ordinance 1510.pdf](#)

COUNCIL REPORTS / COMMENTS

ANNOUNCEMENT OF UPCOMING MEETINGS

Documents:

[Upcoming City Meetings.pdf](#)

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

ADJOURN

PUBLIC COMMENT & DECORUM

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

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

Speakers will be allotted 3 minutes per individual, unless revised by the Mayor. 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 Council at mayorandcouncil@gigharborwa.gov.

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, February 27, 2023 – 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, Henderson, Lykins, Martin, Rodenberg (via teleconference), Storset and Woock were present.

CONSENT AGENDA:

1. City Council Minutes: City Council Study Session Minutes - February 9, 2023; City Council Minutes - February 13, 2023
2. Professional Services Contract Amendment #3 – Burnham Drive Half-Width Improvements Phase 1a
3. Second Reading of Ordinance 1508 Amending GHMC 9.24 Relating to Alcohol in Parks and Park Operating Hours
4. Professional Services Contract – Wollochet/Wagner Intersection Improvements
5. Collective Bargaining Agreement and MOU for Involuntary Overtime with Teamster Local Union No. 117 for Police Employees
6. Approval of Vouchers: Check numbers 99841 through 99979 in the amount of \$1,020,868.73.

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

VOTE: Unanimously approved

PRESENTATIONS: Mayor Markley presented a proclamation for Red Cross Month to Larry Bleich, Community Volunteer Leader/Elected Officials Liaison for American Red Cross - South Puget Sound and Olympics. Police Chief Kelly Busey recognized the efforts of Detective Sergeant Tray Federici and Officer Patrick Sam.

MAYOR'S REPORT: Mayor Markley reported on an upcoming Property Tax Exemption Seminar and recognized the efforts of the public works department's winter preparedness.

CITY ADMINISTRATOR'S REPORT: City Administrator Katrina Knutson reported that the city achieved Well City status from AWC.

PUBLIC COMMENT ON NON-AGENDA ITEMS: None.

OLD BUSINESS:

1. **Ordinance 1507 Related to Short-term Rentals** – Community Development Director Carl de Simas introduced the ordinance.

Council entered executive session at 6:21 p.m. for 10 minutes to discuss potential litigation per RCW 42.30.110(1)(i). The executive session was extended an additional 10 minutes at 6:30 p.m. The executive session was extended an additional 5 minutes at 6:41 p.m. council reconvened regular session at 6:46 p.m.

MOTION: Move to approve Ordinance 1507 and direct staff to work with a consultant to study the issue further and to provide regular updates to Council (Lykins/Barber).

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

NEW BUSINESS:

1. **Resolution 1270 Amending City Fee Schedule**– City Clerk Josh Stecker introduced the resolution which establishes a fee for short-term rental permits.

Public Comment: Richard Moser commented on the fee imposed.

MOTION: Move to approve Resolution 1270 (Woock/Lykins).

VOTE: Unanimously approved

2. **Pierce County Conservation Futures Agreement to Reimburse and Stewardship Agreement/Restrictive Covenants for the Lyons Property** – Public Works Director Jeff Langhelm introduced the agreements.

MOTION: Move to approve and authorize the mayor to sign the following Pierce County Conservation Futures documents related to the City's recently acquired Lyons property: Agreement to Reimburse; and Stewardship Agreement and Declaration of Restrictive Covenants (Barber/Henderson).

VOTE: Unanimously approved.

3. **Resolution 1271 Expressing the City's Support of the Pierce County Village Project** – City Clerk Josh Stecker introduced the resolution.

MOTION: Move to approve Resolution 1271 (Martin/Barber).

VOTE: Unanimously approved

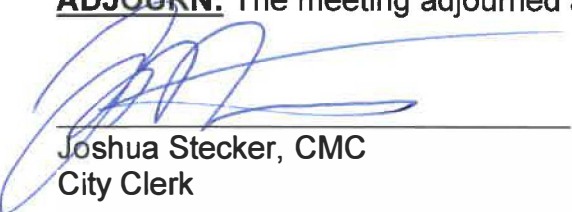
4. **First Reading and Adoption of Ordinance 1509 Amending the City's Personnel Salary Schedule** – Human Resources Director Shannon Costanti introduced the ordinance which provides a position title change from a Human Resources Analyst to a Human Resources Generalist.

MOTION: Move to approve Ordinance 1509 (Martin/Barber).

VOTE: Unanimously approved

COUNCIL REPORTS / COMMENTS: Councilmember Woock reported on PSRC and PCRC meetings. Councilmember Lykins and Councilmember Martin reported on attending City Action Days. Councilmember Rodenberg reported on the PenMet Parks Senior Center Advisory Board meeting.

ADJOURN: The meeting adjourned at 7:58 p.m.



Joshua Stecker, CMC
City Clerk



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

Meeting Date: March 13, 2023

SUBJECT: Professional Services Agreement with Uptown Animal Hospital for Stray Animal Services

SUBMITTED BY: Kelly Busey, Police Chief

DEPARTMENT: Police

PHONE: 853-2422

SUGGESTED MOTION: Move to authorize the Mayor to sign a Professional Services Agreement with Uptown Animal Hospital for stray animal services.

BACKGROUND INFORMATION: Occasionally, citizens bring injured stray animals to local veterinary clinics. Among them is Uptown Animal Hospital.

The City does not maintain a full-time animal control officer; the Police Department performs some services and the rest are contracted out to Kitsap Animal Control. This agreement provides reimbursement costs to Uptown Animal Hospital for performing immediate emergency treatment and kennel fees until GHPD can coordinate with other services as necessary.

Note: Confirmation must be made that the animal was recovered from within city limits.

FISCAL CONSIDERATION: None.

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: None.

ATTACHMENTS: Professional Services Agreement with Uptown Animal Hospital for Stray Animal Services

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

**PROFESSIONAL SERVICES CONTRACT
BETWEEN
THE CITY OF GIG HARBOR AND UPTOWN ANIMAL HOSPITAL**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and Lakefield Professional Group of Washington, P.S., d/b/a Uptown Animal Hospital (the "Contractor").

RECITALS

WHEREAS, the City is presently engaged in animal control services and desires that the Contactor perform services necessary to provide the following support services; and

WHEREAS, the Contractor 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 Contractor - Scope of Work.** The City hereby retains the Contractor 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 Contractor 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 Contractor an amount based on the services and agreed-upon costs specified in Exhibit A, not to exceed Three Thousand Five Hundred dollars (\$3,500.00) annually 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.
 - B. The Contractor shall submit monthly invoices to the City after such services have been performed as 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 Contractor 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 Contractor agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement. This Agreement shall be effective for the period January 1, 2023 through December 31, 2024.
4. **Termination.** The City reserves the right to terminate this Agreement at any time upon ten (10) days written notice to the Contractor. Any such notice shall be given to the address specified below. No payment shall be made for any work completed after ten (10) days following receipt by the Contractor of the notice to terminate.
5. **Non-Discrimination.** The Contractor 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 Contractor understands that if it violates this provision, this Agreement may be terminated by the City and that the Contractor may be barred from performing any services for the City now or in the future.
6. **Independent Status of Contractor.** 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 Contractor 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 acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
 - B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees or volunteers, the Contractor's liability, including the duty and cost to defend, 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. The provisions of this section shall survive the expiration or termination of this Agreement.

8. **Insurance.**

- A. The Contractor 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 Contractor, its agents, representatives, or employees.
- B. No Limitation. The Contractor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City of Gig Harbor's recourse to any remedy available at law or in equity.
- C. Minimum Scope of Insurance. The Contractor 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. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.
 - 2. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 - 3. Professional Liability insurance appropriate to the Professional's profession.
- D. Minimum Amounts of Insurance. The Contractor shall maintain the following insurance limits:
 - 1. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
 - 2. 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.
 - 3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim.
- E. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain the following provisions for Professional Liability and Commercial General Liability insurance:
 - 1. The Contractor'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 Contractor's insurance and shall not contribute to it.

2. The City of Gig Harbor will not waive its right to subrogation against the Contractor. The Contractor's insurance shall be endorsed acknowledging that the City of Gig Harbor will not waive its right to subrogation. The Contractor'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 Contractor'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 Contractor 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 Contractor before commencement of the work.

9. **City's Right of Inspection.** Even though the Contractor 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 Contractor 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 Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

10. **Records.**

A. The Contractor shall keep all records related to this Agreement for a period of three years following completion of the work for which the Contractor is retained. The Contractor 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 Contractor. Upon request, the Contractor 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 Contractor, but the Contractor may charge the City for copies requested for any other purpose.

- B. Contractor acknowledges that the City is an agency governed by the public records disclosure requirements set forth in chapter 42.56 RCW. Contractor 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 Contractor and related to the services performed under this Agreement. Upon written demand by the City, the Contractor shall furnish the City with full and complete copies of any such records within ten business days. Contractor'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 Contractor 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.
11. **Work Performed at the Contractor's Risk.** The Contractor shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Contractor's own risk, and the Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Contractor for use in connection with the work.
12. **Non-Waiver of Breach.** The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be and remain in full force and effect.
13. **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's Chief of Police and the City shall determine the term or provision's true intent or meaning. The Chief of Police 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 Contractor under any of the provisions of this Agreement which cannot be resolved by the Chief of Police

determination in a reasonable time, or if the Contractor 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.

14. **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.

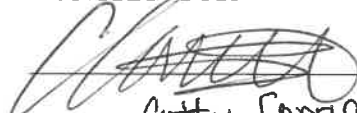
CONTRACTOR:
Uptown Animal Hospital
ATTN: Cathy Corrigan, DVM
3316 56th St, Suite B-104
Gig Harbor, WA 98335

City of Gig Harbor
ATTN: Chief K. Busey
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-2236

15. **Subcontracting or Assignment.** The Contractor may not assign or subcontract any portion of the services to be provided under this Agreement without the express written consent of the City.
16. **Entire Agreement.** This Agreement represents the entire integrated agreement between the City and the Contractor, 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.

IN WITNESS WHEREOF, the parties have executed this Agreement this 16th day of February, 2023.

CONTRACTOR


Cathy Corrigan, DVM

CITY OF GIG HARBOR

Tracie Markley, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

**PROFESSIONAL SERVICES CONTRACT
BETWEEN
THE CITY OF GIG HARBOR AND UPTOWN ANIMAL HOSPITAL**

Exhibit A - Scope of Work and Fees Incurred by City

The maximum consideration for any calendar year term (total fees incurred by the City) shall not exceed \$3,500. Contractor will provide a Year-to-Date total of fees on each monthly billing statement provided to the City.

Stray Healthy Animal - Animal initially located within City limits

Contractor will accept animal, provide initial examination, administer flea inhibitor (Capstam), and house animal for 12 hours (\$25).

Contractor will notify Gig Harbor Police Department of animal taken in at earliest opportunity. Contractor will make all reasonable attempts to locate animal owner (e.g., chip scan, post to web site, etc.). If the animal owner is identified, the owner shall be responsible for payment of fees.

Gig Harbor Police Department will make arrangements to assume custody of the animal during succeeding business hours.

Additional boarding of animal beyond initial 12-hour period, billed in 12-hour increments, not to exceed 72 hours (\$12.50 per 12-hour period).

Stray Injured Animal - Animal initially located within City limits

Contractor will accept animal, provide initial examination, administer flea inhibitor (if appropriate), provide treatment to stabilize viable animal (not to exceed \$300 per animal), or euthanize and dispose of animal (\$45) and house animal for 12 hours (\$25).

Contractor will notify Gig Harbor Police Department of animal taken in at earliest opportunity. Contractor will make all reasonable attempts to locate animal owner (e.g., chip scan, post to web site, etc.). If the animal owner is identified, the owner shall be responsible for payment of fees.

Gig Harbor Police Department will make arrangements to assume custody of the animal during succeeding business hours after animal is medically capable of being transferred.

Additional boarding of animal beyond initial 12-hour period, billed in 12-hour increments, not to exceed 72 hours (\$12.50 per 12-hour period).



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

Meeting Date: March 13, 2023

SUBJECT: Street naming within the Edwards Drive Plat

SUBMITTED BY: Paul Rice, Building Official/Fire Marshal

DEPARTMENT: Community Development

PHONE: 253-851-6170

SUGGESTED MOTION: Approve the naming of the roadway within the Edwards Drive Plat as "Sandin Lane".

BACKGROUND INFORMATION: The Edwards Drive residential plat is located adjacent to and North West of the Gig Harbor United Methodist Church near the intersection of Pioneer Way and Edwards Drive. Access to the plat is off of Edwards Drive. The developer has requested to name the private roadway serving the 14 lot development as "Sandin Lane".

GHMC 12.12.030(K) The plat is located within the historic name area as designated by the official map. Sandin is a "Recommended" name on the list of historic names as delineated in Resolution 653 for those properties located on the west side of the bay.

GHMC 12.12.030(E) states that "Lanes or other street names with the (Pvt) designation shall be private roads."

GHMC 12.12.030(H) states that "All proposed names for new or existing ways-of-travel and private roads must be reviewed and approved by the Gig Harbor City Council".

Staff has reviewed the application and finds the naming of the roadway is consistent with applicable City codes and is approvable by Council.

FISCAL CONSIDERATION: There is no fiscal impact to the City.

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

ATTACHMENTS: Request letter and map.

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



February 22, 2023

City Council
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

RE: Edwards Drive Plat Road Name Request

To the Members of the City Council

RM Homes, LLC is in the process of developing the Edwards Drive Plat along Edwards Drive. Site Plan enclosed.

The property with 14 new lots lies within the Historic Naming area. We have reviewed the specific addressing requirements and list provided with historic names and have selected the street name **Sandin Lane**. The name was included in the "Recommended" list of Gig Harbor Resolution No 653.

Thank you for your consideration of this request.

Best regards,

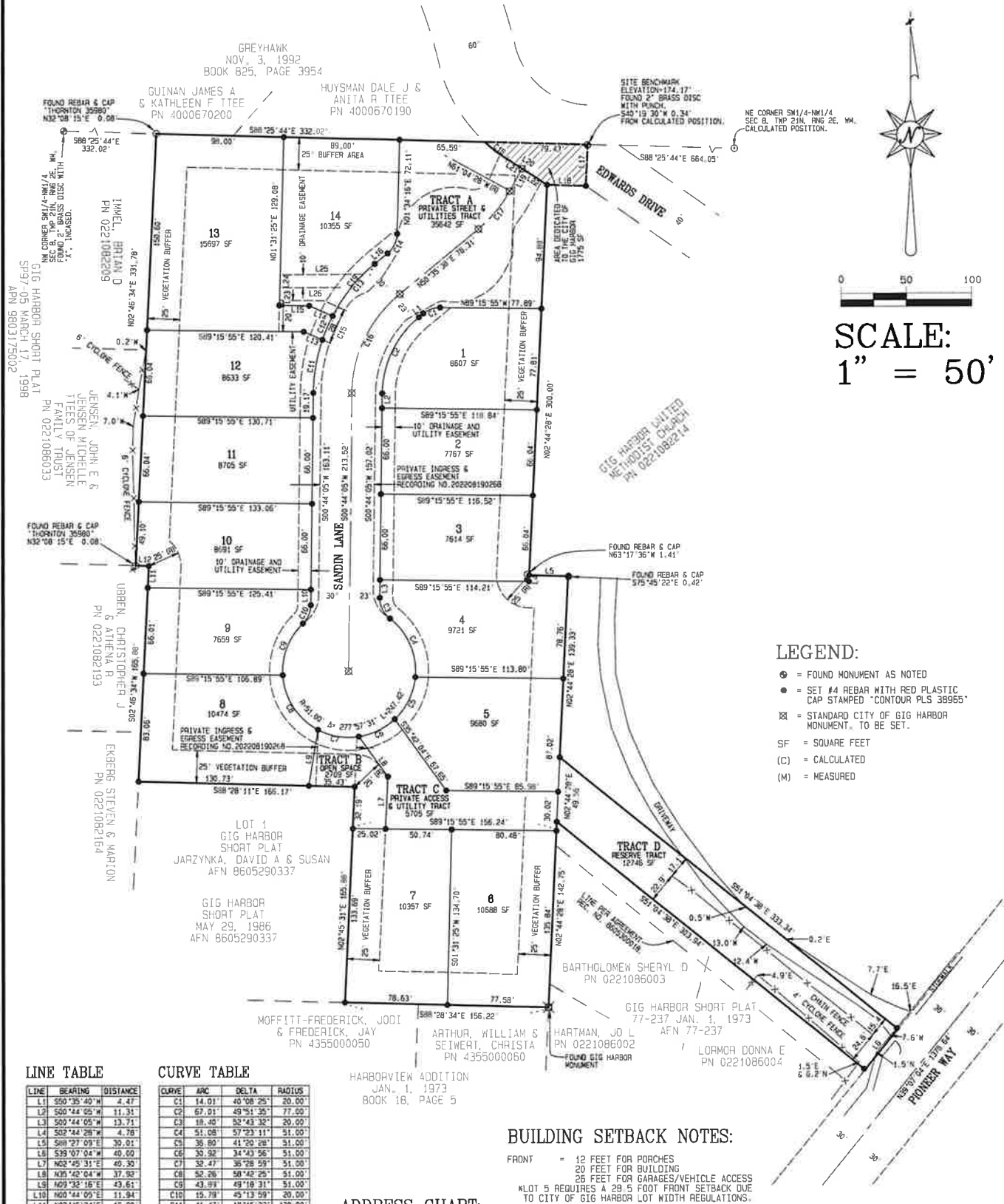
A handwritten signature in blue ink, appearing to read "Ryan McGowan", written over a blue line.

Ryan McGowan
Manager of RM Homes, LLC

Attachment

EDWARDS DRIVE PLAT

A PORTION OF THE SW 1/4 OF THE NW 1/4 OF SECTION 8, TOWNSHIP 21 N., RANGE 2 E., W.M.
CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON



LINE TABLE

LINE	BEARING	DISTANCE
L1	S50°35'49"W	4.41
L2	S50°35'49"W	4.41
L3	S50°44'05"W	13.71
L4	S50°44'28"W	4.78
L5	S88°27'09"E	35.01
L6	S39°07'04"E	40.00
L7	N02°45'31"E	45.30
L8	N05°42'04"E	37.92
L9	N03°32'16"E	43.61
L10	N60°44'09"E	11.94
L11	N00°46'34"E	16.90
L12	S88°27'09"E	10.00
L13	S66°34'40"E	15.72
L14	S66°34'40"E	19.73
L15	S89°15'55"E	22.85
L16	N50°35°40"E	10.60
L17	N02°44'28"E	31.65
L18	S88°25°44"E	35.01
L19	N28°50°32"E	19.83
L20	S57°23°09"E	36.52
L21	S57°23°09"E	13.51
L22	S23°08'22"E	13.51
L23	N01°31°25"E	13.57
L24	N01°31°25"E	10.00
L25	S86°47'14"E	64.08
L26	N69°47'14"E	55.17

CURVE TABLE

CURVE	ARC	DELTA	RADIUS
C1	14.01	42°08'25"	20.00
C2	67.01	45°51'35"	77.50
C3	18.40	32°43'32"	20.00
C4	51.08	57°23'11"	51.00
C5	36.80	41°20'28"	20.00
C6	30.92	34°43'56"	20.00
C7	32.47	38°28'59"	51.00
C8	56.26	58°12'25"	51.00
C9	37.13	49°11'11"	20.00
C10	19.78	45°13'59"	20.00
C11	41.47	18°16'32"	130.00
C12	20.02	8°49'24"	20.00
C13	51.84	25°45'39"	130.00
C14	12.11	49°01'25"	20.00
C15	113.13	49°13'35"	100.00
C16	87.03	49°11'25"	100.00
C17	82.82	21°10'25"	100.00
C18	21.71	10°21'59"	120.00
C19	13.61	5°59'47"	130.00

HARBORVIEW ADDITION
JAN. 1, 1973
BOOK 18, PAGE 5

LOT 1	
LOT 2	
LOT 3	
LOT 4	
LOT 5	
LOT 6	
LOT 7	
LOT 8	
LOT 9	
LOT 10	
LOT 11	
LOT 12	
LOT 13	
LOT 14	

BUILDING SETBACK NOTES:

FRONT = 12 FEET FOR PORCHES
20 FEET FOR BUILDING
26 FEET FOR GARAGES/VEHICLE ACCESS
*LOT 5 REQUIRES A 29.5 FOOT FRONT SETBACK DUE
TO CITY OF GIG HARBOR LOT WIDTH REGULATIONS.

INTERIOR = 8 FEET
REAR = 30 FEET

ADDRESS CHART:





City of Gig Harbor City Council Meeting Agenda Bill

Meeting Date: March 13, 2023

SUBJECT: Department of Enterprise Services Funding Approval – Civic Center Investment Grade Audit

SUBMITTED BY: Jeff Langhelm, PE, Public Works Director

DEPARTMENT: Public Works

PHONE: 253-853-7630

SUGGESTED MOTION: Approve and authorize the Mayor to sign the funding approval for the Investment Grade Audit for the Gig Harbor Civic Center HVAC System.

BACKGROUND INFORMATION: The City constructed its 35,000 sq. ft. Civic Center in 2002. Since 2002, the existing heating, ventilation, and air conditioning (HVAC) system in the Civic Center has received minor repairs but has now exceeded its useful life and must be replaced. In June 2022 the City requested qualifications from consultants to complete an assessment of the Civic Center's HVAC system then prepare a report that provides an alternatives analysis for HVAC replacement options.

The final analysis was presented to Council at the November 17 Study Session by Staff and the City's consultant, MacDonald Miller. Council provided general direction to proceed with this project using the proposed System A – Centralized Variable Refrigerant Flow.

At the November 17 Study Session, Staff and MacDonald Miller presented the concept of working with MacDonald Miller through this proposed Department of Enterprise Services (DES) interagency agreement and received general support to proceed in this direction. City Council authorized an interagency agreement with DES at the January 23, 2023, City Council meeting. Through this agreement the City and DES MacDonald Miller can be the City's energy services company (ESCO) for the HVAC replacement project. As the City's ESCO and with the funding approval for the proposed investment grade audit, MacDonald Miller will prepare a report that will provide a guaranteed project cost and establish the total project savings.

FISCAL CONSIDERATION: This expenditure was included in the City Buildings Capital Fund of the City's 2023-24 Budget.

Expenditure Required: \$ 63,008	Amount Budgeted: \$ 2,200,000	Appropriation Required: \$ 0
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BOARD/COMMISSION/COMMITTEE RECOMMENDATION: N/A

ATTACHMENTS: Proposed Department of Enterprise Services Funding Approval and MacDonald Miller's Investment Grade Audit Proposal.

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



STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

1500 Jefferson St. SE, Olympia, WA 98501
PO Box 41476, Olympia, WA 98504-1476

February 22, 2023

TO: Jeff Langhelm, City of Gig Harbor

FROM: Rachel Whitezel, Contracts Specialist, (360) 239-4134

RE Agreement No. 2023-208 A (1)
Investment Grade Audit – Gig Harbor Civic Center

IAA No. K7993

MacDonald-Miller Facility Solutions, LLC

SUBJECT: Funding Approval

The Dept. of Enterprise Services (DES), Energy Program, requires funding approval for the above referenced contract documents. The amount required is as follows:

ESCO Audit	\$ <u>63,008.00</u>
Total Funding	\$ 63,008.00

In accordance with the provisions of RCW 43.88, the signature affixed below certifies to the DES Energy Program that the above identified funds are appropriated, allotted or that funding will be obtained from other sources available to the using client/agency. The using/client agency bears the liability for any issues related to the funding for this project

By _____
Name / Title

_____ Date

Please sign and return this form to E&AS. If you have any questions, please call me.

2023208Aagrfundko



City of Gig Harbor Civic Center

INVESTMENT GRADE AUDIT PROPOSAL

ESCO Project Phase 1

February 7, 2023

Prepared For

Jeff Langhelm, P.E.
Public Works Director
City of Gig Harbor
3510 Grandview St
Gig Harbor, WA 98332

Steve Butros
Energy Systems Engineer
Department of Enterprise Services
1500 Jefferson St SE, MS 41476
Olympia, WA 98504-1476

Prepared By



February 7, 2023

Jeff Langhelm, P.E.
Public Works Director
City of Gig Harbor
Gig Harbor, WA

Steve Butros
State of Washington
Department of Enterprise Services
Olympia, WA 98504

Subject: **Investment Grade Audit Proposal
City of Gig Harbor Civic Center - ESCO Project Phase 1**

Dear Jeff and Steve,

MacDonald-Miller Facility Solutions, is pleased to provide the following Investment Grade Audit proposal to the City of Gig Harbor and Washington State Department of Enterprise Services (DES). The purpose of this proposal is to perform an Investment Grade Audit (IGA) at the City of Gig Harbor Civic Center. All work associated with this effort will be developed in coordination with City of Gig Harbor and State of Washington's Energy Services Performance Contracting (ESPC) program.

The purpose of the IGA is to develop a detailed engineering study that will identify the scope of work, energy savings, maintenance savings and financial case that meets City of Gig Harbor financial and operational goals. Upon completion of the IGA, an Energy Savings Proposal (ESP) will be delivered that includes all associated project guaranteed cost and savings.

MacDonald-Miller partners with building owners to identify cost effective operational investments and financing strategies. These investments save energy, support sustainability objectives, improve comfort and extend the life expectancy of equipment; while achieving the goal of operational excellence.

Developing a detailed scope of work and reliable budget pricing at an early stage of a project is an innate strength of our company. The historical in-house cost systems and performance matrix provide us with the ability to budget multiple design sets to help the owner make informed decisions on their HVAC and Lighting systems improvements in terms of not only cost but also long term performance.

We are honored to have the opportunity to work with you on this and future projects. Please contact us with any questions you might have.

Best regards,



Andy Kaplowitz

Public Sector Account Executive

Cell: 206-639-3724

Email: andy.kaplowitz@macmiller.com

PROJECT UNDERSTANDING

MacDonald-Miller has been working closely with City of Gig Harbor to help them address their financial and operational goals. These goals are defined as follows:

- Increase occupant comfort.
- Address aging inefficient building systems and components.
- Reduce the overall energy, water, and operational costs.
- Reduce carbon emissions.
- Reduce overall Financial and Operational costs.
- Identify potential funding sources (including but not limited to capital funds, utility incentives, energy/operational savings and other state or federal grants as applicable).
- Phasing of projects to meet the City's financial funding.

MacDonald-Miller has been working in collaboration with City of Gig Harbor to identify the first phase of energy conservation measures for the Civic Center that meet the above goals. The measures identified are listed below. The scope of the project may be expanded once additional knowledge is gained during the audit, or some measures may be deleted or modified due to high payback or other Owner concerns.

- Replacement of the existing HVAC systems with a Centralized Variable Refrigerant Flow (VRF) system as described in the HVAC replacement Assessment dated November 9, 2022,
- Provide monthly utility reporting and continuous commissioning as required to comply with the Washington State Clean Building Standard

INVESTMENT GRADE AUDIT SCOPE OF WORK

MacDonald-Miller will work closely with the City of Gig Harbor and DES to perform an Investment Grade Audit (IGA) that meets the client's needs. The following actions will be taken in the development of the Investment Grade Audit.

- Perform a targeted energy audit of the facility infrastructure that directly pertains to the proposed measures; including all systems that directly or indirectly affect the usage of energy (electricity, natural gas, fuel oil, etc.) or water/wastewater
- Collect and analyze trends, drawings and other information that provide insight into the operation of the facility
- Review facility design documents, specifications, and O&M manuals
- Measure and monitor the energy usage of select equipment to quantify actual operating parameters
- Analyze, identify, and recommend energy conservation measures that meet the project goals
- Identify available grants, utility incentives, and other funding sources as applicable. Coordinate with the grant providers and local utilities to obtain these funds to help pay for the proposed project
- Interview facility/plant operating and engineering staff to understand and prioritize the following:
 1. Equipment issues or deficiencies that need to be resolved
 2. Gain an understanding of past and current operation

3. Solicit infrastructure upgrade/modification recommendations
4. Survey occupants to understand comfort issues or concerns
5. Coordinate with facility personnel and staff to prevent disruptions to work schedules during audit and implementation

The Investment Grade Audit report will include the following:

- A description of the facility and/or building systems that will receive energy efficiency upgrades
- The recommended conservation measures to be installed and a description of the conservation measures analyzed but disqualified and a reason they were disqualified
- Recommendations for replacement of existing equipment, along with recommendations for improvements to existing equipment and operating conditions
- The baseline energy consumption for the facility, including the data, methodology and variables used to compute the baseline, and the baseline calendar period that will not be less than twelve months
- The energy savings and estimated energy cost savings are expected to result from the installation of the energy efficiency equipment and an explanation of the method or methods used to calculate these savings

At the conclusion of the Investment Grade Audit, an Energy Service Proposal will be developed that will include the following:

- A detailed project scope
- A guaranteed implementation cost and associated guaranteed energy savings for the project scope
- The maximum allowable construction cost, itemized in detail
- Preliminary system/equipment selections, schematic drawings as needed to describe the work and preliminary control sequences to achieve the proposed savings
- Develop a preliminary project schedule that identifies the timeline and steps required to implement the project
- Identify maintenance requirements for the proposed equipment upgrades
- The standards of comfort and service appropriate for the facility
- Options for financing of the project (through the state local loan program or 3rd party low interest financing) as appropriate and as requested by owner
- A measurement and verification plan that describe how the savings will be verified during the term of the energy services agreement

COST EFFECTIVENESS CRITERIA

There are three potential outcomes of the IGA:

- If a facility does not have measures that meet the cost-effectiveness criteria established by the client agency, there is no cost to the Client for the audit. This is true unless the client agency, DES and ESCO agree to other arrangements. In that case these special arrangements must be reflected in the contract documents
- If the ESCO identifies cost-effective measures and the client agency decides not to proceed, the ESCO will be reimbursed for the audit. If applicable, the DES Energy Program will also be paid a pre-determined termination fee
- If the ESCO identifies cost-effective measures and the client decides to proceed, an energy services proposal is completed and presented

The cost effectiveness criteria for this project is carbon reduction of 110 Metric Tons of CO₂e through electrification.

INFORMATION PROVIDED BY OWNER

In developing the IGA, MacDonald-Miller assumes the following information will be provided as required:

- Access to Energy Star Portfolio (Completed)
- Hours the facility is occupied (historic and projected)
- Occupancy rates (historic and projected)
- Required heating and cooling set points
- As-built design documents of the mechanical, electrical and controls (Completed)
- Hazardous Materials Assessment Report for the buildings being audited
- Access to facility, HVAC systems & control systems

PRELIMINARY SCHEDULE

The following schedule is based on receiving a signed IGA contract by February 24, 2023:

Preliminary Schedule	
Description	Date
Deliver Investment Grade Audit Proposal	February 7, 2023
Investment Grade Audit Kickoff	March 3, 2023
Preliminary Cost and Savings	April 28, 2023
Investment Grade Audit Completion	June 9, 2023
Energy Service Proposal Delivery	June 9, 2023

MEASUREMENT AND VERIFICATION

MacDonald-Miller conforms to the International Performance Measurement and Verification Protocol (IPMVP) when documenting the energy savings of the installed measures. IMVP option D is proposed for

the above measures. The proposed length of M&V is one year. IMVP options and term may change during the development of the IGA.

AUDIT FEE

The fee to develop an Investment Grade Audit will be **Sixty-three Thousand Eight Dollars**. All fees will be included and shown in the ESPC implementation costs.

PRICING	
Investment Grade Audit	\$63,008

If this proposal is acceptable, please process the appropriate documents.

We look forward to working with City of Gig Harbor and DES on developing and implementing this project.



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

Meeting Date: March 13, 2023

SUBJECT: Professional Services Agreement with Puget Sound Veterinary Specialty and Emergency Clinic for Stray Animal Services

SUBMITTED BY: Kelly Busey, Police Chief

DEPARTMENT: Police

PHONE: 853-2422

SUGGESTED MOTION: Move to authorize the Mayor to sign a Professional Services Agreement with Puget Sound Veterinary Specialty and Emergency Clinic for stray animal services.

BACKGROUND INFORMATION: Occasionally, citizens bring injured stray animals to local veterinary clinics. Among them is Puget Sound Veterinary Specialty and Emergency Clinic.

The City does not maintain a full-time animal control officer; the Police Department performs some services and the rest are contracted out to Kitsap Animal Control. This agreement provides reimbursement costs to Puget Sound Veterinary Specialty and Emergency Clinic for performing immediate emergency treatment and kennel fees until GHPD can coordinate with other services as necessary.

Note: Confirmation must be made that the animal was recovered from within city limits.

FISCAL CONSIDERATION: None.

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: None.

ATTACHMENTS: Professional Services Agreement with Puget Sound Veterinary Specialty and Emergency Clinic for Stray Animal Services

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

**PROFESSIONAL SERVICES CONTRACT
BETWEEN
THE CITY OF GIG HARBOR AND PUGET SOUND VETERINARY
SPECIALTY AND EMERGENCY CLINIC**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and Lakefield Veterinary Group of Washington, P.S., d/b/a Puget Sound Veterinary Specialty and Emergency Clinic (the "Contractor").

RECITALS

WHEREAS, the City is presently engaged in animal control services and desires that the Contactor perform services necessary to provide the following support services; and

WHEREAS, the Contractor 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 Contractor - Scope of Work.** The City hereby retains the Contractor 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 Contractor 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 Contractor an amount based on the services and agreed-upon costs specified in Exhibit A, not to exceed Three Thousand Five Hundred dollars (\$3,500.00) annually 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.
 - B. The Contractor shall submit monthly invoices to the City after such services have been performed as 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 Contractor 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 Contractor agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement. This Agreement shall be effective for the period January 1, 2023 through December 31, 2024.
4. **Termination.** The City reserves the right to terminate this Agreement at any time upon ten (10) days written notice to the Contractor. Any such notice shall be given to the address specified below. No payment shall be made for any work completed after ten (10) days following receipt by the Contractor of the notice to terminate.
5. **Non-Discrimination.** The Contractor 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 Contractor understands that if it violates this provision, this Agreement may be terminated by the City and that the Contractor may be barred from performing any services for the City now or in the future.
6. **Independent Status of Contractor.** 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 Contractor 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 acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
 - B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees or volunteers, the Contractor's liability, including the duty and cost to defend, 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. The provisions of this section shall survive the expiration or termination of this Agreement.

8. **Insurance.**

- A. The Contractor 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 Contractor, its agents, representatives, or employees.
- B. No Limitation. The Contractor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City of Gig Harbor's recourse to any remedy available at law or in equity.
- C. Minimum Scope of Insurance. The Contractor 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. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.
 - 2. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 - 3. Professional Liability insurance appropriate to the Professional's profession.
- D. Minimum Amounts of Insurance. The Contractor shall maintain the following insurance limits:
 - 1. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
 - 2. 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.
 - 3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim.
- E. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain the following provisions for Professional Liability and Commercial General Liability insurance:
 - 1. The Contractor'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 Contractor's insurance and shall not contribute to it.

2. The City of Gig Harbor will not waive its right to subrogation against the Contractor. The Contractor's insurance shall be endorsed acknowledging that the City of Gig Harbor will not waive its right to subrogation. The Contractor'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 Contractor'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 Contractor 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 Contractor before commencement of the work.

9. **City's Right of Inspection.** Even though the Contractor 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 Contractor 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 Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

10. **Records.**

- A. The Contractor shall keep all records related to this Agreement for a period of three years following completion of the work for which the Contractor is retained. The Contractor 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 Contractor. Upon request, the Contractor 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 Contractor, but the Contractor may charge the City for copies requested for any other purpose.

B. Contractor acknowledges that the City is an agency governed by the public records disclosure requirements set forth in chapter 42.56 RCW. Contractor 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 Contractor and related to the services performed under this Agreement. Upon written demand by the City, the Contractor shall furnish the City with full and complete copies of any such records within ten business days. Contractor'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 Contractor 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.

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

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

13. **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's Chief of Police and the City shall determine the term or provision's true intent or meaning. The Chief of Police 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 Contractor under any of the provisions of this Agreement which cannot be resolved by the Chief of Police

determination in a reasonable time, or if the Contractor 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.

14. **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.

CONTRACTOR:
Puget Sound Veterinary
Specialty & Emergency
ATTN: Shana O'Marra, DVM
6565 Kimball Drive
Gig Harbor, WA 98335

City of Gig Harbor
ATTN: Chief K. Busey
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-2236

15. **Subcontracting or Assignment.** The Contractor may not assign or subcontract any portion of the services to be provided under this Agreement without the express written consent of the City.
16. **Entire Agreement.** This Agreement represents the entire integrated agreement between the City and the Contractor, 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.

IN WITNESS WHEREOF, the parties have executed this Agreement this 6th day of March, 2023.

CONTRACTOR

Shana O'Marra, DVM, DACVECC
Shana O'Marra, DVM, DACVECC
ECC Medical Director, PSVSE

ATTEST:

City Clerk

CITY OF GIG HARBOR

Tracie Markley, Mayor

APPROVED AS TO FORM:

City Attorney

**PROFESSIONAL SERVICES CONTRACT
BETWEEN
THE CITY OF GIG HARBOR AND PUGET SOUND VETERINARY
SPECIALTY AND EMERGENCY CLINIC**

Exhibit A - Scope of Work and Fees Incurred by City

The maximum consideration for any calendar year term (total fees incurred by the City) shall not exceed \$3,500. Contractor will provide a Year-to-Date total of fees on each monthly billing statement provided to the City.

Stray Healthy Animal - Animal initially located within City limits

Contractor will accept animal, provide initial examination, administer flea inhibitor (Capstam), and house animal for 12 hours (\$25).

Contractor will notify Gig Harbor Police Department of animal taken in at earliest opportunity. Contractor will make all reasonable attempts to locate animal owner (e.g., chip scan, post to web site, etc.). If the animal owner is identified, the owner shall be responsible for payment of fees.

Gig Harbor Police Department will make arrangements to assume custody of the animal during succeeding business hours.

Additional boarding of animal beyond initial 12-hour period, billed in 12-hour increments, not to exceed 72 hours (\$12.50 per 12-hour period).

Stray Injured Animal - Animal initially located within City limits

Contractor will accept animal, provide initial examination, administer flea inhibitor (if appropriate), provide treatment to stabilize viable animal (not to exceed \$300 per animal), or euthanize and dispose of animal (\$45) and house animal for 12 hours (\$25).

Contractor will notify Gig Harbor Police Department of animal taken in at earliest opportunity. Contractor will make all reasonable attempts to locate animal owner (e.g., chip scan, post to web site, etc.). If the animal owner is identified, the owner shall be responsible for payment of fees.

Gig Harbor Police Department will make arrangements to assume custody of the animal during succeeding business hours after animal is medically capable of being transferred.

Additional boarding of animal beyond initial 12-hour period, billed in 12-hour increments, not to exceed 72 hours (\$12.50 per 12-hour period).

How We Can Hire The Unemployed To Clean Gig Harbor



Plan

- ❖ After receiving a budget we would purchase needed cleaning supplies
- ❖ We would hire up 10 people to start
- ❖ We would make cleaning teams to spread out and clean parks and streets

Statistics

- ❖ As of 2019 there are approximately 1,500 homeless people in Pierce County
- ❖ Minimum wage in Pierce County is 14.49 per hour
- ❖ Work days would be 5 hours a day and 5 days a week
- ❖ It would cost \$72.45 per person per day
- ❖ In Gig Harbor there are 21 city parks adding up to 6.12 square miles
- ❖ There are also 17 PenMet parks and 9 Key Pen parks

Impact

- ❖ Covid has caused more than 1 billion people over the world to temporarily stop working at their job and many of them never went back to their job
- ❖ In Washington more than 12 million pounds of trash a year is tossed and blown onto the roads and parks

Evidence of Similar Programs Elsewhere

An active example similar to my model is the Downtown Oklahoma City Green Team. The service is funded by the Business Improvement District (BID). They focus on providing cleaning and safety services within the downtown neighborhoods of Oklahoma City. I learned about this program when I recently visited Oklahoma City. This program can be viewed here:

<https://downtownokc.com/green-team/>

Conclusion

Considering that there is abundant park space, challenges with litter, and people who are unemployed, this could be a great solution that solves multiple problems and has been proven beneficial in other cities. I think this would be a great addition for the city of Gig Harbor.

If you have any questions for me or would like to discuss further please contact me at drew.dabbs@lcstudent.net

Drew Dabbs

Lighthouse Christian School

Seventh Grade



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

Meeting Date: March 13, 2023

SUBJECT: Agreement with FlashVote for Survey Services

SUBMITTED BY: Josh Stecker, City Clerk

DEPARTMENT: Administration

PHONE: 853-7613

SUGGESTED MOTION: Move to authorize the mayor to sign the FlashVote Services order form for an initial 3-year service term.

BACKGROUND INFORMATION: FlashVote is a survey service which collects statistically-valid community input using scientifically based sampling of the City's residents. Surveys can be based on specific geographic or demographic populations and they will carefully compiled by survey professionals working closely with staff.

This platform will be very useful for some upcoming projects like the Urban Forestry Management Plan, Climate Action Plan, Crescent Creek Park Master Plan, and the 2023-24 Comprehensive Plan update. It will also help the City Council with its Strategic Plan goal to "conduct a citizen satisfaction survey."

Staff recommends contracting with FlashVote to host up to 6 surveys annually each year for three-year commitment. This service level is \$7,900 annually. The \$3,000 implementation fee is waived with a three-year commitment.

FISCAL CONSIDERATION: Funding for a survey platform was not included in the 2023-24 Budget.

Expenditure Required: \$7,900.00	Amount Budgeted: \$0	Appropriation Required: \$0
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BOARD/COMMISSION/COMMITTEE RECOMMENDATION: None.

ATTACHMENTS: FlashVote Services Order Form

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

FLASHVOTE SERVICES ORDER FORM

Customer: City of Gig Harbor	Contact: Josh Stecker
Address: 3510 Grandview Street	Phone: 253-851-8136
Gig Harbor, WA 98335	E-Mail: jstecker@gigharborwa.gov
Services: Governance Sciences Group, Inc (“the Company”) will provide the Standard Tier of annual FlashVote services (the “Service(s)”). This is a program of up to 6 Custom FlashVote Surveys per year. Launch services, additional Custom FlashVote Surveys and other Premium features are available as options for additional and separate fees.	
Services Fees: \$7,900 per year (plus any other options), payable in advance annually, subject to the terms of Section 4 herein.	Initial Service Term: Three Year (March 1st, 2023 – February 28th, 2026)
Implementation Services: Company will use commercially reasonable efforts to provide Customer the services described in the Statement of Work (“SOW”) attached as Exhibit A hereto (“Implementation Services”), and Customer shall pay Company the Implementation Fee in accordance with the terms herein. Implementation Fee (one-time): \$0 (\$3,000 WAIVED with Three Year)	

SAAS SERVICES AGREEMENT

This SaaS Services Agreement (“Agreement”) is entered into as of this 1st day of March, 2023 (the “Effective Date”) between Governance Sciences Group, Inc. with a place of business in Incline Village, Nevada (“Company”), and the Customer listed above (“Customer”). This Agreement includes and incorporates the above Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form unless signed by both parties hereto.

Governance Sciences Group, Inc.:

Customer:

By: /s/Kevin Lyons/s/

By: _____

Name: Kevin Lyons

Name: _____

Title: CEO

Title: _____



EXHIBIT A: STATEMENT OF WORK

FLASHVOTE SERVICE	PRICE	PRODUCT DESCRIPTION
CUSTOMER SETUP	INCLUDED	<u>User Provisioning & Basic Customer Setup</u> Review setup and invitation processes and customer provisioning in FlashVote system with geographical areas. Custom web link and co-branded signup page.
IMPLEMENTATION SERVICES	\$0 (WAIVED)	<u>Build Scientific Panel</u> Review overall invitation and promotion strategy given existing communication channels. Work with customer to develop the most cost-effective outreach strategy. Provide recommended messaging samples and examples of online and offline invitation materials. Review drafts and recommend edits to cobranded customer promotion materials (Examples – emails, mailer inserts, social media channels). Create customized promotion video. Send invitations and reminders to customer email lists if desired. Review initial and ongoing panel results and analyze possible invitation retargeting.
FLASHVOTE SURVEYS	\$7,900 per year	<u>Create and Launch Surveys</u> Review data and decision support needs of customer. Expert survey design and quality control of all questions. Create up to 6 custom community surveys for unique customer data needs each year. Emails, text messages and phone calls to collect data in 48 hours.
FLASHVOTE REPORTING	INCLUDED	<u>Calculate and Report Results</u> Results calculation and integrity checking. Results summary sharing by email. Interactive results dashboard with participation data and selectable demographic filters. Custom geographic overlays for filtering results by location.
FLASHVOTE SUPPORT	INCLUDED	All technical and user support issues handled by FlashVote.
EQUITABLE PANEL BALANCING (EPB)	INCLUDED	Initial demographic analysis of community. Analysis of panel demographics as invitations are accepted. Initial and annual demographic comparisons and supplemental invitations using local SMS numbers to increase participation and improve balance.
GRAND TOTAL	\$7,900 = \$7,900/yr	

EXHIBIT B: SUPPORT TERMS

Company will provide Technical Support to Customer and Customer's users via both telephone and electronic mail on weekdays during the hours of 7:00 am through 5:00 pm Pacific time, with the exclusion of Federal Holidays ("**Support Hours**").

Customer may initiate a helpdesk ticket during Support Hours by calling 775-235-2240 or any time by emailing support@flashvote.com. Company will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day.

TERMS AND CONDITIONS

1. SAAS SERVICES AND SUPPORT

1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services.

1.2 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the terms set forth in Exhibit B.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels

2.2 Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

2.3 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company's standard published policies then in effect (the "Policy") and all applicable laws and regulations. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.4 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, phones, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible

for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data") such as non-public citizen email addresses or other non-public citizen data. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2 Customer shall own all right, title and interest in and to the Customer Data. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

3.3 Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

4. PAYMENT OF FEES

4.1 Customer will pay Company the then applicable fees described in the Order Form for the Services and Implementation Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

4.2 Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

5. TERM AND TERMINATION

5.1 Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form, and shall be automatically renewed for additional periods of the Initial Service Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

5.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled

service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. INDEMNITY

Company shall hold Customer harmless from liability to third parties resulting from infringement by the Service of any United States patent or any copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Service (i) not supplied by Company, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by Company, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Service is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Company to be infringing, Company may, at its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Service.

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR

OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of Washington without regard to its conflict of laws provision.



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

Meeting Date: March 13, 2023

SUBJECT: First Reading and Adoption of Ordinance 1510 Related to Compost Procurement

SUBMITTED BY: Jeff Langhelm, PE, Public Works Director

DEPARTMENT: Public Works

PHONE: 253-853-7630

SUGGESTED MOTION: Move to approve Ordinance 1510.

BACKGROUND INFORMATION: The State of Washington found that landfills are a significant source of emissions of methane, a potent greenhouse gas. To reduce methane emissions associated with organic materials, the state of Washington found benefits in diverting organic materials from landfills to instead support the production of organic compost. As a result of these findings, the Washington State Legislature enacted Engrossed Second Substitute House Bill (ESSHB) 1799 in March 2022.

The goal of ESSHB 1799 is to increase the diversion of organic materials going to landfills by “encouraging cities and counties to procure more of the compost and finished products created from their organic material”. ESSHB 1799 added a new section to Chapter 43.19A of the Revised Code of Washington (RCW). ESSHB 1799 is now codified as RCW 43.19A.150, which requires all cities, towns, and counties with populations of 25,000 or more or smaller jurisdictions where organic materials collections services are provided at least 26 weeks of the year to adopt a compost procurement ordinance to implement provisions of RCW 43.19A.120. The City of Gig Harbor’s organic materials collections services are provided at least 26 weeks of the year. The City is therefore required to implement an ordinance as required by state law.

Since the City does not have a chapter in the municipal code related specifically to purchasing, Staff reviewed the structure of the municipal code to find a location in code where this new language would best fit. Because the procurement and use of compost is directly related to landscaping, erosion control, soil amendments, and low-impact development capital projects, Staff is proposing a new chapter regarding compost procurement within Title 14, Storm and Surface Water Drainage.

FISCAL CONSIDERATION: Adoption of this ordinance does not require the City to expend funds. Any expenses related to the implementation of the procedures outlined in the ordinance will be borne by capital improvement projects.

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

ATTACHMENTS: Ordinance 1510

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

ORDINANCE 1510

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, ADDING A NEW CHAPTER OF THE GIG HARBOR MUNICIPAL CODE RELATED TO COMPOST PROCUREMENT; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the State of Washington found that landfills are a significant source of emissions of methane, a potent greenhouse gas, and in order to reduce methane emissions associated with organic materials there is a benefit to diverting organic materials from landfills to productive uses of organic material wastes; and

WHEREAS, as a result of these findings, the Washington State Legislature enacted Engrossed Second Substitute House Bill (ESSHB) 1799 in March 2022; and

WHEREAS, the goal of ESSHB 1799 is to increase the diversion of organic materials going to landfills by “encouraging cities and counties to procure more of the compost and finished products created from their organic material”; and

WHEREAS, ESSHB 1799 added a new section to Chapter 43.19A of the Revised Code of Washington (RCW), now codified as RCW 43.19A.150, which requires all cities, towns, and counties with populations of 25,000 or more or smaller jurisdictions where organic materials collections services are provided at least 26 weeks of the year to adopt a compost procurement ordinance to implement provisions of RCW 43.19A.120; and

WHEREAS, the City of Gig Harbor’s organic materials collections services are provided at least 26 weeks of the year and therefore required to implement such an ordinance.

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

Section 1. A new chapter 14.50 is added to the City of Gig Harbor Municipal Code as follows:

Chapter 14.50 Compost Procurement

14.50.010 Purpose.

The purpose of this chapter is to substantially increase the procurement of recycled content products by the City of Gig Harbor by diverting methane-producing organic materials from landfills to productive uses of organic material wastes, including compost materials.

14.50.020 Definitions.

A. "Compost Products" shall have the meaning defined in RCW 43.19A.010, as now or hereinafter amended.

14.50.030 Procedures.

- A. When planning government-funded projects or soliciting and reviewing bids for such projects, the City of Gig Harbor shall consider whether compost products, as described in RCW 43.19A, can be used in the project. If compost products can be used, they must be used for projects in at least the following categories:
1. Landscaping Projects.
 2. Applications for Erosion prevention, Stormwater runoff filter, vegetative growth, or to improve the longevity of roads.
 3. Construction and postconstruction soil amendments.
 4. Low-impact development of green infrastructure to filter pollutants or to keep water onsite, or both.
- B. Notwithstanding subsection A of this Section, the City of Gig Harbor is not required to procure, use, or require the use of compost or may use an alternate material if:
1. Compost products are not available to purchase.
 2. Compost products are not available within a reasonable time or distance to the location where the work is being performed.
 3. Available compost products do not comply with existing purchasing standards.
 4. Available compost products do not comply with federal, state, or local health, quality, and safety standards.
 5. Compost purchase prices are not reasonable or competitive.
- C. City departments shall give priority to purchasing compost products from companies that:
1. Produce compost products locally;
 2. Are certified by nationally recognized organization like the US Composting Council; and
 3. Produce compost products that are derived from municipal solid waste compost programs and meet quality standards comparable to standards adopted by the department of transportation or adopted by rule by the department of ecology
- D. The Public Works Department, or its successor department, is delegated the authority to provide any reporting to the State of Washington required by RCW 43.19A.150(5), as now or hereinafter amended.

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 be in full force and take effect April 1, 2023, which is at least five (5) days after its 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 10th day of March, 2023.

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	Mar. 9	12:00pm	Lodging Tax Advisory Committee	
TH	Mar. 9	5:00pm	Design Review Board	CANCELLED
SA	Mar. 11	9:00am	City Council Retreat	
M	Mar. 13	5:30pm	City Council	See Agenda
TH	Mar. 16	3:00pm	City Council Study Session	Arts Commission Appointee Introductions Parks Commission Appointee Introductions Presentation from Junior Sail Program Code Enforcement Program Discussion Funding Support for the Wastewater Nutrient Modeling (UW Puget Sound Institute)
TH	Mar. 16	5:30pm	Planning Commission	Tree Ordinance Study Session
TU	Mar. 21	1:30pm	Hearing Examiner	Tarabochia Netshed Utility Connection
TH	Mar. 23	5:00pm	Design Review Board	CANCELLED
M	Mar. 27	5:30pm	City Council	Consent: • Parks Commission Appointments • Arts Commission Appointments • Approval of Opioid Settlement Agreements • Professional Services Contract for Arc Flash Analysis at WWTP and Lift Stations • Professional Services Contract for Wollochet Dr./SR16 Eastbound Off-Ramp Right Turn Lane • Professional Services Contract with DEA for Transportation Services – Interchange Feasibility Studies • Council Committee Assignments New Business: • Resolution XXXX Approving the Jarzynka Wastewater Comp Plan Technical Amendment • Public Works Construction Contract Award for Public Works Operations Center • Resolution XXXX Adopting the 2024 Comp Plan Public Engagement Plan • Professional Services Contract for North Creek Culvert Replacement Design and Permitting
TH	Mar. 30	3:00pm	City Council Study Session	Review Utility Payment Program Financial Support Options Impact Fee Reports Active CIP Update Parks Bond
W	Apr. 5	5:30pm	Parks Commission	
TH	Apr. 6	5:30pm	Planning Commission	

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
M	Apr. 10	5:30pm	City Council	Consent: - Professional Services Contract for Lift Station 1A Rehabilitation New Business: - First Reading of Ordinance XXXX Stormwater Manual Adoption - Professional Services Contract for Soundview Drive Water Main Replacement
W	Apr. 12	10:00am	Arts Commission	
TH	Apr. 13	3:00pm	City Council Study Session	Wastewater Comp Plan Tech Amendments: Mallards Landing Lot 7; Rosedale Preliminary Plat; Harbor Run Proposal for Above-Ground Fuel Storage Tanks at the Operations Center Masonic Lodge Structural Analysis Agreement to Replace Commercial Fishing Pavers at Ancich Park
TH	Apr. 13	5:00pm	Design Review Board	
TH	Apr. 20	5:30pm	Planning Commission	
M	Apr. 24	5:30pm	City Council	Old Business: - Second Reading of Ordinance XXXX Stormwater Manual Adoption New Business: - Adoption of the City's Water Use Efficiency Goals - Adoption of the Water System Plan - Resolution XXXX Approving the Mallards Landing Wastewater Technical Amendment - Resolution XXXX Approving the Rosedale Preliminary Plat Wastewater Technical Amendment - Resolution XXXX Approving the Harbor Run Wastewater Technical Amendment
TH	Apr. 27	3:00pm	City Council Study Session	WWTP Nutrient Optimization Update
TH	Apr. 13	5:00pm	Design Review Board	
M	May 8	5:30pm	City Council	Presentation: Downtown Waterfront Alliance Annual Report
TH	May 11	3:00pm	City Council Study Session	
M	May 22	5:30pm	City Council	
TH	May 15	3:00pm	City Council Study Session	

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*