

# **Gig Harbor City Council Meeting**

**December 9, 2013  
5:30 p.m.**



Reception for Mayor Chuck Hunter at 3:30 – 5:00 p.m.

**AGENDA FOR  
GIG HARBOR CITY COUNCIL MEETING  
Monday, December 9, 2013 – 5:30 p.m.**

**CALL TO ORDER:**

**PLEDGE OF ALLEGIANCE:**

**CONSENT AGENDA:**

1. Approval of City Council Minutes Nov. 25, 2013.
2. Receive and File: a) Budget Worksession 2 – October 22, 2013.
3. Contracts for Lobbying Services.
4. Second Reading of Ordinance No. 1281 – Amending the 2013 Budget.
5. West Sound Stormwater Outreach Group - Interlocal Agreement.
6. Jerisich Float Extension & Pumpout Project – Consultant Services Contract Amendment No. 1 / Sitts and Hill.
7. Utility Easement granting a portion of City Owned Parcel Number 4002470070 to Harbor Hill LLC for Storm Drainage Connection and Maintenance.
8. Cushman Trail Phase 4 – Contract Supplemental Agreement No. 1 / David Evans & Associates, Inc.
9. Cushman Trail Phase 4 Restroom Building Design – Consultant Services Contract/Sitts and Hill Engineers, Inc.
10. Approval of Payment of Bills Nov 25, 2013: Checks #74104 through #74210 in the amount of \$700,585.27.
11. Approval of Payroll for the month of November: Checks #7071 through #7089 and direct deposit transactions in the total amount of \$546,243.16.

**SWEARING IN CEREMONY:** Officer Shawn Hoey

**PRESENTATIONS:** Harbor Hill Drive Extension – Preferred Alternative.

**OLD BUSINESS:**

1. Facility Use Agreement – Gig Harbor Canoe and Kayak Race Team.

**NEW BUSINESS:**

1. Wastewater Treatment Plant Phase 2 – Amendment to Design Contract – Cosmopolitan Engineering.
2. Public Hearing and Resolution No. 947 - Adoption of the Six-Year Transportation Improvement Plan 2014 - 2019.
3. Resolution No. 948 - Authorizing an Interlocal Agreement with Pierce County amending the Countywide Planning Policies to Incorporate Criteria for the Designation of Centers of Local Importance.
4. Public Hearing and Resolution No. 949 - Ancich Waterfront Park.
5. Proposed “DNR – Gig Harbor Bay” Annexation (PL-ANX-13-0001).
6. Planning Commission Work Program.
7. First Reading of Ordinance – Amending Judicial Compensation.

**STAFF REPORT:**

**PUBLIC COMMENT:**

**MAYOR’S REPORT / COUNCIL COMMENTS:**

**SWEARING IN CEREMONIES:**

1. Jill Guernsey, Mayor
2. Tim Payne, Councilmember Position No. 1
3. Steven Ekberg, Councilmember Position No. 2
4. Casey Arbenz, Councilmember Position No. 3
5. Paul Kadzik, Councilmember Position No. 7

**ANNOUNCEMENT OF OTHER MEETINGS:**

1. Finance / Safety Committee: Mon. Dec 16<sup>th</sup> at 4:00 p.m.
2. Operations Meeting: Thu. Dec. 19<sup>th</sup> CANCELLED.
3. No second Council Meeting in December.
4. Civic Center Closed for Christmas Wed. Dec 25<sup>th</sup> and for New Years Day.
5. Planning/Building Committee: Mon. Jan 6<sup>th</sup> at 5:15 p.m.
6. Lodging Tax Advisory Committee: Thu. Jan. 9<sup>th</sup> at 7:30 a.m.

**EXECUTIVE SESSION:** To discuss property acquisition per RCW 42.30.110(1)(b).

**ADJOURN:**

**MINUTES OF GIG HARBOR CITY COUNCIL MEETING – November 25, 2013**

**PRESENT:** Councilmembers Ekberg, Young, Guernsey, Perrow, Malich, Payne, Kadzik and Mayor Hunter.

**CALL TO ORDER:** 5:30 p.m.

**PLEDGE OF ALLEGIANCE:**

**CONSENT AGENDA:**

1. Approval of City Council Minutes Nov. 12, 2013.
2. Liquor License Action: a) Application: Taste of Peru; b) Renewals: Hy-lu-Hee-Hee, Netshed No. 9, Kelly's Café, and Half Time Sports.
3. Receive and File: a) Minutes from Budget Worksession No. 1; b) Boys and Girls Club 2013 Year End Report; c) Parks Commission Minutes October 2, 2013; d) Gig Harbor Downtown Waterfront Alliance Progress Report.
4. Filling Council Vacancy Policy.
5. Stormwater Capacity Grant Agreement - WA State Dept. of Ecology.
6. Resolution No. 944 - Harbor Hill Final Plat and PRD - Phase N-1.
7. Resolution No. 945 - Harbor Hill Final Plat and PRD – Phase S-9.
8. Resolution No. 946 – Surplus Equipment – I.T.
9. Amendment to Legal Services Contract – Ogden Murphy Wallace PLLC.
10. Approval of Payment of Bills Nov 25, 2013: Checks #73991 through #74104 in the amount of \$421,097.27.

Councilmember Malich asked for clarification on when we could begin to advertise for the council vacancy. Clerk Molly Towslee responded that we would begin as soon as possible and didn't have to wait until after the first of the year.

**MOTION:** Move to adopt the Consent Agenda as presented.  
**Ekberg / Guernsey** – unanimously approved.

**SWEARING IN CEREMONY:** Mayor Hunter performed the ceremony to swear in Judge Michael Dunn for another term.

**OLD BUSINESS:**

1. Final Public Hearing / Reading of Ordinance 1276 – 2014 Proposed Budget. Finance Director David Rodenbach described the two changes to the proposed budget since the first public hearing; Harbor Hill Park Objective changed to re-examine the vision, and to add support for the Pierce Transit Trolley project.

Mayor Hunter opened the public hearing at 5:38 p.m. No one came forward and the hearing closed.

**MOTION:** Move to adopt Ordinance No. 1276 – 2014 Proposed Budget.  
**Ekberg / Guernsey** – unanimously approved.

2. Second Reading of Ordinance No. 1277 – 2013 Comprehensive Plan Amendment - Capital Facilities Element. Senior Planner Lindsey Sehmel introduced the second reading of this ordinance that she said reflects the same information as adopted in the 2014 Budget.

**MOTION:** Move to adopt Ordinance No. 1277 as presented.  
**Kadzik / Ekberg** – unanimously approved.

3. Second Reading of Ordinance No. 1278 - Shoreline Master Program Update, Comprehensive Plan & Gig Harbor Municipal Code Titles 17 & 19.

Councilmember Jill Guernsey called Judy Fisher to come forward to be presented with a copy of the Draft Shoreline Master Program Update, dedicated to her late husband and Planning Commissioner, Michael Fisher. Councilmember Guernsey said that she worked with Michael while serving on the Planning Commission, and that he worked tirelessly to ensure that the city's updated Shoreline Master Program protected the rights of downtown business and property owners. Although Michael is no longer with us, his contribution to the city and his community is memorialized with the following dedication set forth in the new Shoreline Master Program:

#### **In Dedication to Michael Fisher**

*As a member of the Planning Commission, Michael endeavored to make this document focused on Gig Harbor in a way that protects the citizens and businesses of the city. Michael will be missed by his colleagues on the Planning Commission, the Planning Staff, and the community.*

Mrs. Fisher was presented with a copy of the SMP Update. She talked about how much Michael loved Gig Harbor and voiced appreciation for the dedication.

**MOTION:** Move to adopt Ordinance No. 1278 - Shoreline Master Program Update, Comprehensive Plan & Gig Harbor Municipal Code Titles 17 & 19.  
**Guernsey / Ekberg** –

Senior Planner Peter Katich presented information on the revision directed by council in response to comments made by Guy Hoppen regarding striking the reference to "small in size" when referring to the fishing fleet. He then addressed council questions.

Councilmember Malich said he is concerned with the changes to the parking in Millville and asked if someone would second his motion to amend the ordinance.



**MOTION:** Move to amend the motion to strike the parking change requirement.  
**Malich /**

Councilmember Kadzik asked him to explain his concerns further. Councilmember Malich said that the proposed ordinance would provide for only the highest use parking requirements in the Waterfront Millville.

Mr. Katich further explained that currently when there are multiple uses on a site, we calculate the maximum parking required for each use and then add them together to create the overall parking requirement in the Waterfront Millville District, whereas in the Waterfront Commercial District, we take the parking required for the marina to establish the off-street parking requirement for combined uses. This proposed change to 17.48 is in response to the Shoreline Master Program guidelines which discourages the use of shoreline areas for large off-street parking that would tie up valuable shoreline area. The Planning Commission felt it made sense to have the parking requirements the same for both zones. He further explained that the other building regulations in place would come into play in determining the ability to develop along the waterfront.

After further discussion between Council and Staff, Councilmember Malich said that it seems we are trying to turn Waterfront Millville into Waterfront Commercial with these changes and asked if someone was willing to second his motion. There was no response and so the motion failed.

Councilmember Perrow said he appreciates the considerable effort and time put in by the Planning Commission to put this Shoreline Master Program Update together, but because this was forced on us by the state and nothing we want, he will be voting against it.

Councilmember Ekberg said he would be voting in favor of the motion because the Planning Staff and Planning Commission did a great job of taking the state mandate and crafting it unique to Gig Harbor.

Councilmember Payne said that the document is far more palatable as a result of the Planning Commission and to a large part, because of Michael Fisher and the push-back he provided.

Mayor Hunter agreed that we had a wonderful crew that did a good job. Councilmember Young added that he was surprised at how much the document changed from what the state required as a direct result of citizen concerns and comments. He complimented efforts by Carole Holmaas and the other citizens.

Councilmember Malich said that 95% of the update is fantastic, and he appreciates the hard work that Peter and the Planning Commission did, but he is still going to vote against it because of the one provision he mentioned.

**RESTATED MOTION:** Move to adopt Ordinance No. 1278 - Shoreline Master Program Update, Comprehensive Plan & Gig Harbor Municipal Code Titles 17 & 19.  
**Guernsey / Ekberg** – four voted yes. Councilmembers Malich and Perrow voted no.

**NEW BUSINESS:**

1. First Reading and Adoption of Ordinance No. 1279 – Harbor Hill N-1 Rezone to PRD. Planning Director Jennifer Kester presented the background for this ordinance to officially amend the city's zoning map to reflect the approval of the final PRD to ensure future development on the site is regulated under the PRD regulations.

**MOTION:** Move to approve Ordinance No. 1279 as presented.  
**Payne / Perrow** – unanimously approved.

2. First Reading and Adoption of Ordinance No. 1280 – Harbor Hill S-9 Rezone to PRD. Ms. Kester explained that this is the same type of ordinance to amend the zoning map for the S-9 portion of the Harbor Hill Plat.

**MOTION:** Move to approve Ordinance No. 1280 as presented.  
**Guernsey / Perrow** – unanimously approved.

3. Public Hearing and First Reading of Ordinance – Amending the 2013 Budget. Finance Director David Rodenbach explained that the water operating fund needs amended because the funds for the Grandview Water Tank project were not carried over from 2012. In addition, major repair work was required for three wells that failed this year due to sand in the pumps. He said the amendment is to increase the fund by \$595,308 to cover these expenses.

Mayor Hunter opened the public hearing at 6:09 p.m. No one came forward to speak and the hearing closed. This will return for second reading on the Consent Agenda for December 9<sup>th</sup>.

4. Facility Use Agreement – Gig Harbor Canoe and Kayak Race Team. Public Works Director Jeff Langhelm explained that this agreement is a follow-up from the Special Council meeting of September 30<sup>th</sup> that authorized the special land use application for the team to utilize Skansie Brothers Park and Jerisich Dock Park for their portable kayak racks. He said that staff worked with the Parks Commission, the Operations Committee, and the Gig Harbor Canoe and Kayak Club to develop these terms and conditions. He continued to say that several club activities have been included in the agreement to offset monetary compensation for this use, but there is a question of whether these activities fulfill the public benefit requirement sufficiently.

Another new addition to the agreement, he said, is a requirement for prior approval for the use from the Washington State Recreation and Conservation Office. Mr. Langhelm explained that the Kayak Club is willing to wait to relocate until after the Holiday Tree

Lighting Festival on December 7<sup>th</sup>, and so if there are amendments to the agreement, it can come back at the December 9<sup>th</sup> Council Meeting.

Councilmember Guernsey said she is glad we have a little time for this to be brought back on the 9<sup>th</sup>. She said that in regards to the area of impact, it's most important to limit it to the 1,000 square feet regardless of the number of racks or the number of boats. She made a recommendation to limit this to not more than four portable racks. She then suggested a monthly charge of \$300.00 for the use of city property, which is what they currently pay.

Councilmember Young objected to charging them rent, citing the recreational programming for youth and the para-kayaking group, which he categorized as a unique public service and public benefit. He asked if the actual location of the racks had been determined.

Councilmember Guernsey said that the racks would be located on the deck behind the restrooms in the winter months, and then moved to somewhere else on the property that the city selects during the higher boat traffic months. Mr. Langhelm added that the specific locations have been removed from the agreement to allow it the city to decide the location for the racks which can be changed at any time.

Councilmember Ekberg agreed that some monetary compensation is appropriate. He then recommended that any use of moorage on the dock mentioned in paragraph 12 only be allowed during the low-boating months of October to April. Councilmember Guernsey agreed and suggested that per this agreement, the two safety boats would be allowed to moor at Jerisich Dock, preferably rafted together to minimize impact.

Councilmember Kadzik said that the public benefit activities listed under Section 8- A and B are tremendous and you cannot put a dollar amount on either, and especially the program being a source of pride for the community. This is a marketing tool and is justification to forgo charging rent, unless legal counsel says it's necessary.

City Attorney Angela Summerfield responded that there is some discretion; the city has to weigh the community benefit as compared with the value of the space being used.

Councilmember Perrow asked about the limit on boats and how the size of the racks is defined. Mr. Langhelm explained that the number came from the club and is based on the number of participants and variety of events. The limit on the racks is 5'-9" without having to obtain a permit.

Councilmember Malich asked about a time limit on the contract. Mr. Langhelm pointed out that its located in item 13 of the agreement.

Mayor Hunter said that the cost of maintenance should be considered. Mr. Langhelm said that Section 7 requires that the club maintain the area of impact when determined

necessary by the city. Ms. Kester responded to questions on what type of maintenance or improvements would require permitting.

Councilmember Guernsey clarified the steps to amend the agreement to be brought back on December 9<sup>th</sup>:

- Page one, change the 5<sup>th</sup> “Whereas” clause to take out the number.
- Page two, item 5B, change to no more than four racks.
- Page three, item 12, use second option.
- During time that chase boats are at the dock, the club pays \$300 a month rent.

Councilmembers Ekberg and Perrow concurred with these amendments. Councilmember Young disagreed with charging rent. Councilmember Kadzik suggested bringing back the agreement with the recommended amendments and then discussing rent at that time. Councilmember Guernsey stressed how important it is to get the agreement approved, adding that she agrees wholeheartedly about the public benefit and the service this organization provides to the community.

#### **STAFF REPORT:**

City Administrator Denny Richards thanked Councilmember Young for his 16 years of service and recognized him for his contribution to the city through participation in the outlying communities. Mr. Richards then recognized Senior Planner Peter Katich for his work in the Shoreline Master Program. He finalized by thanking Council for their teamwork with staff on the 2014 Budget.

Planning Director Jennifer Kester reported on the request to bring back the residential setbacks and heights for the Waterfront Millville zone. She said that the best option would be to bring this back for first reading and public hearing on January 13<sup>th</sup> and unless she hears differently, they will begin the process for public noticing.

#### **PUBLIC COMMENT:**

Bonnie Moore – 2713 43<sup>rd</sup> Street NW. Ms. Moore said how much the neighborhood appreciates that the sidewalks along Point Fosdick have been included in the 2014 Budget. She thanked Councilmembers Ekberg and Payne for attending their Homeowners meeting and listening to their concerns.

Louella Colby-Hudson – Housing Specialist for Associated Ministries. On behalf of Tacoma Pierce County Coalition for the Homeless, Ms. Colby –Hudson explained that this is the 30<sup>th</sup> anniversary of Homeless Awareness Week. She reported on the improvements that Pierce County has made over the years in services to address the growing need of the homeless population. She stressed that our support is needed to end homelessness in our community by supporting these agencies and programs and considering this population when making decisions.

Sam Goodwill – 2805 41<sup>st</sup> St NW. Mr. Goodwill also thanked the city for an opportunity to speak on the sidewalks along Point Fosdick, and extended a special thanks to Councilmembers Ekberg and Payne for hearing their concerns but also for explaining the challenges the city has faced over the past few years in garnering support for this project. He said that no established neighborhood in Gig Harbor has felt the negative impacts of development like the West-end. He talked about the hazards due to the increased traffic and congestion, and urged continued and future support for budget approval for sidewalks and streetlights along Point Fosdick to improve public safety and promote pedestrian traffic.

John Chadwell – Olympic Property Group, 11505 Burnham Drive NW, Suite 103. Mr. Chadwell said that on behalf of OPG, he would like to thank Councilmember Young for his 16 years of service. He said that Derek has been a friend and fair voice for the city, and the community and Harbor Hill are better off for his service.

**MAYOR’S REPORT / COUNCIL COMMENTS:**

Recognition of Councilmember Derek Young’s 16 years of service. Mayor Hunter presented Councilmember Young with a plaque commemorating his service to the city. Mayor Hunter said that it has been a pleasure serving with Councilmember Young, and although they started out “bumping heads,” Derek has some great ideas and is very interested in the community.

Councilmember Ekberg said that he is going to miss Derek; over the last sixteen years he has grown to rely upon his counsel. Councilmember Young has grown dramatically in his position not only in the city but with Pierce Transit and other outlying organizations. He said that Derek has been a strong and good voice for Gig Harbor and hopefully will continue to stay involved.

Councilmember Kadzik said he first met Derek in 1997 when he was ran for Council, and being about the same age as his daughters, he didn’t give Derek much credit. Over the years Derek has proven to be a great asset to the city and his institutional memory will be missed. His interfacing with other agencies has been valuable, and Councilmember Kadzik said he is proud to be a part of Derek’s sixteen years of service.

Councilmember Payne said that when he began observing Council meetings, he used to refer to Councilmember Young “as the smart one” for telling the others what was going on. On trips back to Washington D.C. to lobby for the city, he’s had an opportunity to get to know Derek, and said he greatly appreciates his sacrifice for the city, his counsel, and for sharing a hotel room with him during the lean years. He wished Derek all the best as he goes forward with his new career and his new business.

Councilmember Malich said he has always enjoyed the discussions between Councilmembers Young and Franich and said that he learned a lot about being a Councilmember from Derek. He thanked Derek for his service to the community.

Councilmember Perrow thanked Derek for going to all the other meetings and digging into the details.

Councilmember Guernsey said thank you to Councilmember Young as well, and said it has been interesting to listen to Derek, because you never know what he thinks or where his comments are going until the end. She thanked him for his service.

Councilmember Young said that he has enjoyed his time on the Council; it's been a tremendous honor. He said he was shocked when Gig Harbor took a chance on him and knew he had better be good at it order to meet their expectations. He said he has enjoyed working with all the Councilmembers. Although other government agencies have gotten so nasty lately, he said that this council can disagree, but the debate brings out the best results and the people can depend on this. He said he appreciates the opportunity to serve.

**ANNOUNCEMENT OF OTHER MEETINGS:**

1. Civic Center Closed for Thanksgiving: Thu. Nov 28<sup>th</sup> and Fri. Nov 29<sup>th</sup>.
2. AWC Elected Official Training – Sat., Dec 7<sup>th</sup> at 8:30 a.m.
3. Holiday Tree Lighting – Sat. Dec 7<sup>th</sup> at 5:00 p.m.

**EXECUTIVE SESSION:** To discuss property acquisition per RCW 42.30.110(1)(b).

**MOTION:** Move to go into Executive Session at 6:55 p.m. for approximately thirty minutes to discuss property acquisition.  
**Payne / Perrow** – unanimously approved.

City Administrator Denny Richards came back to the Chambers at 7:32 p.m. to announce that they would require another 15 minutes. He came back again at 7:45 p.m. and requested another fifteen minute extension.

**MOTION:** Move to go return to regular session at 8:00 p.m.  
**Payne / Kadzik** – unanimously approved.

**ADJOURN:**

**MOTION:** Move to adjourn at 8:00 p.m.  
**Payne / Kadzik** – unanimously approved.

CD recorder utilized: Tracks 1002 – 1033

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Charles L. Hunter, Mayor

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Molly Towslee, City Clerk



## GIG HARBOR CITY COUNCIL BUDGET WORKSESSION MINUTES

**DATE:** October 22, 2013  
**TIME:** 5:38 p.m.  
**LOCATION:** Community Rooms A & B  
**SCRIBE:** Molly Towslee, City Clerk  
**MEMBERS PRESENT:** Mayor Hunter, Councilmembers Ekberg, Young, Perrow, Malich, Guernsey, Payne, and Kadzik.  
Councilmembers Guernsey, Payne, and Kadzik were absent.  
**STAFF PRESENT:** Dennis Richards, Darrell Winans, Steve Misiurak, Jeff Langhelm, David Rodenbach, Barb Tilotta, Lita Dawn Stanton, and Molly Towslee.

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### INTRODUCTION

After roll call, Mayor Hunter asked staff to begin.

City Administrator explained that upgrades to the city website had been left out of the discussion at the worksession the night before Clerk Towslee said that the dollar amount was in the budget, but the Narrative was omitted.

Lita Dawn Stanton described the proposed upgrades to the city's website to incorporate new technology since the site was developed five years ago.

### DISCUSSION / RECOMMENDATION

1. Mobile site capability? Yes.
2. Updated web development contract with Sitecrafters.
3. Technology changes so frequently; it would be useful to set aside money each year for ongoing upgrades.

### PUBLIC WORKS / ENGINEERING

Public Works Direction Jeff Langhelm gave an overview of the 2013 projects that were constructed, and then the upcoming 2014 Capital Projects and on-going roadway, water, and sewer operations and maintenance projects, park improvements, and new park properties that will continue to impact staff. The new 2014 capital projects are:

- Wastewater Treatment Plant Phase 2
- Lift Station No. 4 Rebuild
- Watermain rebuild
- Harbor Hill Drive Extension



## STAFF ADJUSTMENTS:

Construction Inspector – make temporary position permanent.

### DISCUSSION / RECOMMENDATION

1. This is necessary due to all the new capital projects.
2. Would like to see examples or the data to support the position that contract inspectors have resulted in expensive change orders. (Rosedale Sidewalk and Pt. Fosdick / 56<sup>th</sup> Street were given as examples).

Maintenance Technician – to assist with additional parks, streets and facilities.

### DISCUSSION / RECOMMENDATION

1. Incorporate a work order management system as a best management practices measure. One in place at the WWTP. Labor intensive; full-time job to administer.
2. Contract out work verses hiring? Contracting could trigger unfair labor practice concerns.
3. What is dollar amount for in-house verses contracting for project construction? \$75,000. When regular employees are pulled away to do public works projects, then other duties are neglected (i.e. landscaping).
4. Employees enjoy the diversity of being able to build projects. They are also more responsive to fixing problems that contractors may ignore.

## PARKS DEVELOPMENT DIVISION

### DISCUSSION / RECOMMENDATION

1. Tree removal at Wilkinson Farm Park has really opened it up.
2. Look into more recycle containers for the parks that match the new garbage can theme. Make sure new theme is well thought out with input from the DRB, Planning Department, Parks and Arts Commission.
3. Community Art Program – at zero since recession. Kept in as a placeholder. Discussion on how it came about as start-up funds for artists. Does not include capital art projects or the concerts in the park. Giving money to Harbor Wild Watch and the radio station. Why not here? Would like to see a list of who received grants in the past. Wait until ending fund balance increases before funding again.
4. Finance Director to check on ending fund balance in Arts Capital in response to of the recent call for bids for the Bogue Viewing Platform.

## PARKS CAPITAL

### DISCUSSION / RECOMMENDATION

1. Why December for repairing/replacing cupola on barn? Remove. Look out further for historic restoration grants for the Wilkinson Barn restoration.
2. Harbor Hill Park Property preliminary design. Should be an active park. If designed as passive now, the other uses may be delayed, leaving false

expectations. Concern with the visioning process that led to passive use; it should be lit fields. People already using as a passive, trail park; not a good use of the property. Hold off until a process can be re-examined with Council direction. Work with OPG and revisit in 2015 Budget.

3. Eddon Boat Marine Railway; total cost listed includes grant funds. Should be modified to only reflect city funding. Does this complete project? No, they have to build the carriage after railway completed.
4. Jerisich Dock Extension – should be amended to be \$20,000 city funds.
5. Eddon Boat Park Expansion Parcel Acquisition – HBZ funds being used? Budget balanced by default; anything in the HBZ zone that qualified uses that fund. If RCO Grant expiring and this has to be done in 2014 perhaps consider using the HBZ. If not, using other funding sources like the Strategic or Civic Center Debt Reserve funds. Do we want the property bad enough to find the funds? Hunter, Kadzik, Ekberg, and Payne said yes.
6. List of priorities for HBZ funding; would be important to have before we go further on the budget. How many other places HBZ being used? All on the list.
7. What is plan for Eddon Boat Park Residence? Parks Commission held open house to gain public input. They determined the best use is a multi-purpose place to rent out. The building requires major repairs (therefore cannot use volunteer efforts.) The \$100,000 budgeted is from Park Impact Fees. Recommendation to reduce to \$25,000 for design this year and budget for construction in 2015.
8. Park Goals and Objectives list **power and water on Jerisich Dock**, but money pulled due to lack of funds. Discussion on whether to put the money back in 2014. Need to be prepared to spend money on improvements and charge for moorage and services on use of the dock; do the improvements to get boaters to come. Grants may be available, and staff to look into whether Park Impact Fees can be used or as a last resort, HBZ funds. Discussion on how much making improvements to the dock would bring in for revenue and any breakdown of costs for power. Fuel dock in the future?
9. Cushman Trail Phase 4 – where are we on this? Property owner has begun to start work there. Preliminary discussions to proceed to realigned roadway. Derelict houses to be demolished. Moving forward on both 3 and 4.
10. KLM basketball court in 2013 budget; Crescent Creek Play Facility in 2014 budget.
11. Staff did a great job on the grant application for the play facility.

## STREET OPERATING

### DISCUSSION / RECOMMENDATION

1. Pavement maintenance and repair fund reduced from \$400,000 to \$200,000 to balance budget. Check on PCRC Countywide Funding: focus on preservation so city has a good shot at it.
2. Non-motorized facility plan required to conform to 2015 Comprehensive Plan Update. Will try to do in-house but depends upon workload.
3. Street tree replacement – do not replace streetscape trees in front of Tides. Pave over the holes.

## STREET CAPITAL

### DISCUSSION / RECOMMENDATION

1. Wollochet Drive Interchange Traffic Signal Upgrades: Hunt/Wollochet maintained by Pierce County. Our conduit runs clear to signal so DOT upgrade of old equipment will help it to be compatible and coordinated with others. The future signal at Wagner Way not reflected in this year's budget.
2. Right turn lane anticipated at Hunt/Wollochet? Whole intersection on 20-year TIP.
3. Metal building acquired from history museum – just the framework.
4. Harborview Drive Sidewalk Improvement – we have a TIB grant application in to fund to extend sidewalk at Burnham / North Harborview Drive; will know before Thanksgiving.
5. Westside sidewalk Public Works Trust Fund grant was unfunded by State. Why didn't we ask TIB for this? TIB only funds \$100 - \$200 per agency and the Pt. Fosdick sidewalk project requires \$300 - \$400,000 range.
6. 50<sup>th</sup> Street Sidewalk Project – KLM to 38th cut to balance budget.
7. Could scrap Harborview Drive Sidewalk project and move \$75,000 into a Point Fosdick Sidewalk Project. Discussed options for construction of pervious sidewalk (\$422,000) verses regular non-pervious (\$338,000). Current grant application with ecology for design only money and may have another option for construction grants one year from now. Can we ask for reimbursement? Other funding mechanisms? All agreed on the importance of **getting this project done**, even if it is done in segments.
8. Concern with encroachment of weeds on gravel shoulder along Burnham / North Harborview Drive and no shoulder along 50<sup>th</sup>. Mowing is not effective; we need to spray to kill the grass and weeds to expose the gravel shoulder.

## WATER OPERATING

### DISCUSSION / RECOMMENDATION

1. Where would the water bottle filling station be located? Location to be determined.
2. Site of Woodworth Water Tank to be cleared and graded. Possible pocket park.

## WATER CAPITAL

### DISCUSSION / RECOMMENDATION

1. Deep Aquifer Well Development – still won't be connected to water system. Very expensive to get power to site and it had to cut in 2014 to balance budget. May be looking at bonds in 2015.

## **WASTEWATER OPERATING**

### **DISCUSSION / RECOMMENDATION**

1. General Facility & Rate Analysis to ensure consistency with 2015 Comprehensive Plan Update.
2. Vehicle purchases – funding \$260,000 through the state treasurer’s local financing program currently at 1.37% interest (we are projecting 3% next year).

## **WASTEWATER CAPITAL**

### **DISCUSSION / RECOMMENDATION**

1. Replacing 10 year old, outdated SCADA system compatible with the new treatment plant equipment.

## **WASTEWATER NARRATIVE OF OBJECTIVES**

### **DISCUSSION / RECOMMENDATION**

1. Lift Station No. 17 Property/Easement Acquisition on Bujacich - \$500,000 is HBZ funding (may increase to \$900,000). Councilmember Malich and Perrow voiced concern with this project. In design process currently. The city shop is on septic and if it fails, it would be this lift station. New Operations Station that would flow to a different lift station and so it might not be needed. Some development interest in the area; no way to development without the utilities. This might be one way to encourage economic development. More appropriate use of HBZ funds than some of the other projects discussed. Need to move forward with design – this objective is a placeholder.
2. Lift Station No. 6 – any pushback from property owners? Key is to verify right of way and move forward with design.

## **STORMWATER OPERATING**

### **DISCUSSION / RECOMMENDATION**

1. Ditch cleaning low amount. Deceiving, because we do it constantly under operating. It’s because of the Interlocal with Pierce County.

## **STORMWATER CAPITAL**

### **DISCUSSION / RECOMMENDATION**

1. Culvert replacement at Crescent Creek: received a \$10,000 grant from Puget Sound Salmon Enhancement. Not in our comp plan but listed in the Tier 2 Near Term Action by the West Central Local Integrating Organization. Not identified in this budget but looking at putting project together. May require a budget amendment next year. It may also qualify for DOE design funding.

2. Do we have 2015, 2016, and 2017 proposed Stormwater Capital Improvement Plans? Yes, culverts under 50<sup>th</sup> Street, 38<sup>th</sup> Street for Garr Creek and at the Wastewater Treatment Plant.

There were no further comments; the worksession adjourned at 7:55 p.m.



Business of the City Council  
City of Gig Harbor, WA

**Subject: Contracts for Lobbying Services**

**Proposed Council Action:**

Authorize the Mayor to execute state & federal contracts for lobbying services with Gordon Thomas Honeywell.

**Dept. Origin:** Administration

**Prepared by:** Dennis Richards

**For Agenda of:** December 9, 2013

**Exhibits:** Lobbying Agreements

Initial & Date

**Concurred by Mayor:** CLH 12/9/13

**Approved by City Administrator:** 12-4-13

**Approved as to form by City Atty:** \_\_\_\_\_

**Approved by Finance Director:** \_\_\_\_\_

**Approved by Department Head:** \_\_\_\_\_

Expenditure	Amount	Appropriation
Required \$118,000	Budgeted \$120,000	Required \$0

**INFORMATION / BACKGROUND**

There are two proposed contracts for consulting services with Gordon Thomas Honeywell. The first one is for state lobbying services, and the second contract is for federal lobbying services. These contracts are both one-year in duration (January-December 2013) but may be extended for one year under the same terms upon negotiation of a revised scope of work no later than December 1, 2013.

There are no proposed increases in either contract.

Under these two agreements, GTH will continue to pursue state and federal appropriations requests and will also assist on any policy/legislative matters that may affect the City.

For 2013, GTH will continue to advocate for Gig Harbor on such federal issues as Surface Transportation Reauthorization funding for Harbor Hill Drive extension, Cushman Trail extension, sales tax leakage from sales originating from out-of-state, emerging federal funding opportunities, and transfer of the Gig Harbor Lighthouse sand spit property from the Coast Guard to the City.

Since the City's contract with GTH for state lobbying services began, the City's legislative agenda has been increasingly proactive, technical, and aggressive. The city administrator believes that the City's investment in this state lobbying contract has more than paid for itself—examples include \$3 million in wastewater grants, the maritime pier grant (\$378,000), and the unlocking of HBZ funding.

GTH will continue to advocate on behalf of the City and maintain a presence in Olympia to defend against proposals that may hurt Gig Harbor as well as to proactively lobby for

legislative changes and funds that will help Gig Harbor. GTH will also continue to advocate for Frontage Road and other transportation funding; inclusion of City road projects in a potential State transportation package to be approved by voters; impact fee exemption for low income housing; public records reform; Cushman Trail funding; and protecting funding already allocated to Gig Harbor.

The scope of work, which by adopting these contracts becomes the City's legislative agenda, is attached as an exhibit to each contract.

**FISCAL CONSIDERATION**

This item is identified as Objective No. 3 in the 2013 Administration Budget. \$120,000 is included in the 2013 adopted budget for these two contracts--\$40,000 for the state lobbying agreement, and \$78,000 for the federal lobbying agreement.

**BOARD OR COMMITTEE RECOMMENDATION**

N/A

**RECOMMENDATION / MOTION**

**Move to:** Authorize the Mayor to execute the attached state & federal contracts for lobbying services with Gordon Thomas Honeywell.

**FEDERAL GOVERNMENTAL AFFAIRS  
CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
GORDON THOMAS HONEYWELL GOVERNMENTAL AFFAIRS**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Gordon Thomas Honeywell Governmental Affairs, a limited liability corporation organized under the laws of the State of Washington located at 1201 Pacific Ave, Suite 2100 Tacoma, WA 98401 (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City desires to obtain lobbying services; and

WHEREAS, the City desires that the Consultant perform services necessary to provide the lobbying services described herein; and

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

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

**TERMS**

**I. Description of Work**

The Consultant shall perform all work as described in **Exhibit A**.

**II. Payment**

A. The City shall pay the Consultant fees in amount not to exceed Seventy-Eight Thousand Dollars (\$78,000), or Six Thousand Five Hundred Dollars (\$6,500.00) per month, beginning January 1, 2013, for the services described in Section I 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. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill



at rates in excess of the hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (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.

### III. Relationship of Parties

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

### IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** beginning on January 1, 2013. The parties agree that the work described in **Exhibit A** shall be completed by December 31, 2013.

### V. Termination

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described in **Exhibit A**. If delivered to consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the

amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise. Except in the situation where the Consultant has been terminated for public convenience, the Consultant shall be liable to the City for any additional costs incurred by the City in the completion of the Scope of Work referenced as **Exhibit A** and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

## **VI. Discrimination**

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not, by reason of race, religion, color, sex, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

## **VII. Indemnification**

The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

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

### **VIII. Insurance**

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Consultant's own work including the work of the Consultant's agents, representatives, employees, sub-consultants or sub-contractors.

B. Before beginning work on the project described in this Agreement, the Consultant shall provide evidence, in the form of a Certificate of Insurance, of the following insurance coverage and limits (at a minimum):

1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and
2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employers liability, and

C. All policies and coverage's shall be on an occurrence made basis.

D. The Consultant is responsible for the payment of any deductible or self-insured retention that is required by any of the Consultant's insurance. If the City is required to contribute to the deductible under any of the Consultant's insurance policies, the Contractor shall reimburse the City the full amount of the deductible within 10 working days of the City's deductible payment.

E. The City of Gig Harbor shall be named as an additional insured on the Consultant's commercial general liability policy. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary in Section B. The City reserves the right to receive a certified and complete copy of all of the Consultant's insurance policies.

F. Under this agreement, the Consultant's insurance shall be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage with respect to defense and indemnity of the City only and no other party. Additionally, the Consultant's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

G. The Consultant shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Gig Harbor at least 30-days in advance of any cancellation, suspension or material change in the Consultant's coverage.

### **IX. Exchange of Information**

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

### **X. Ownership and Use of Records and Documents**

Original documents, drawings, designs and reports developed under this Agreement shall belong to and become the property of the City. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

### **XI. City's Right of Inspection**

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

### **XII. Consultant to Maintain Records to Support Independent Contractor Status**

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

### **XIII. Work Performed at the Consultant's Risk**

The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work

hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

#### **XIV. 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.

#### **XV. Resolution of Disputes and Governing Law**

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 Administrator and the City shall determine the term or provision's true intent or meaning. The City Administrator shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the City Administrator's determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The non-prevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

#### **XVI. Written Notice**

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

**CONSULTANT:**

Tim Schellberg  
Gordon Thomas Honeywell Gov. Affairs  
1201 Pacific Ave., Suite 2100  
Tacoma, WA 98401  
(253) 620-6500

City Administrator  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, Washington 98335  
(253) 851-6170

#### **XVII. Assignment**

Any assignment of this Agreement by the Consultant without the written consent of the City shall be void. If the City shall give its consent to any assignment, this paragraph shall continue in full force and effect and no further assignment shall be made without the City's consent.

**XVIII. Modification**

No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

**XIX. Entire Agreement**

The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached hereto, which may or may not have been executed prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

CONSULTANT

CITY OF GIG HARBOR

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Mayor

Notices to be sent to:  
Tim Schellberg  
Gordon Thomas Honeywell Gov. Affairs  
1201 Pacific Ave., Suite 2100  
Tacoma, WA 98401  
(253) 620-6500

City Administrator  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, Washington 98335  
(253) 851-6170

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

STATE OF WASHINGTON        )  
                                          ) ss.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(print or type name)  
NOTARY PUBLIC in and for the  
State of Washington, residing at:

\_\_\_\_\_

My Commission expires: \_\_\_\_\_

STATE OF WASHINGTON        )  
                                          ) ss.  
COUNTY OF PIERCE         )

I certify that I know or have satisfactory evidence that Charles L. Hunter is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of Gig Harbor to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(print or type name)  
NOTARY PUBLIC in and for the  
State of Washington, residing at:

\_\_\_\_\_

My Commission expires: \_\_\_\_\_



### Exhibit A Scope of Work – Federal Governmental Affairs Services

The Consultant shall provide the City of Gig Harbor with the following Federal Government governmental affair services:

- Identify and track all congressional legislation and budgets relevant to the City of Gig Harbor, and lobby the City of Gig Harbor's position to Congress;
- Identify and track all federal grants that are available to the City of Gig Harbor
- Lobby the Washington State Congressional delegation to pursue one or more congressionally directed funding requests in the FY2014 Congressional Budget, or a project related to a federal funding grant program.
- Organize for City of Gig Harbor officials, local community leaders and business leaders to support the congressional requests.
- Provide the City with frequent reports and updates;
- Organize events and meetings to promote the City of Harbor to relevant members of the Washington State Congressional delegation.

### Exhibit B Billing Rates

As described in Section II of this agreement, a monthly service fee of Six Thousand Five Hundred Dollars (\$6,500.00) per month shall be charged to provide the services described in this agreement. This fee will cover all work performed by Dale Learn and Travis Lumpkin in the Washington DC office.

**WASHINGTON STATE SERVICE  
CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
GORDON THOMAS HONEYWELL GOVERNMENTAL AFFAIRS**

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**RECITALS**

WHEREAS, the City desires to obtain lobbying services; and

WHEREAS, the City desires that the Consultant perform services necessary to provide the lobbying services described herein; and

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

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

**TERMS**

**I. Description of Work**

The Consultant shall perform all work as described in **Exhibit A**.

**II. Payment**

A. The City shall pay the Consultant an amount not to exceed Forty Thousand Dollars (\$40,000), or Three Thousand Three Hundred Thirty Three Dollars (\$3,333) per month, beginning January 1, 2013, for the services described in Section I 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. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**;

unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (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.

### III. Relationship of Parties

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

### IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** beginning on January 1, 2013. The parties agree that the work described in **Exhibit A** shall be completed by December 31, 2013.

### V. Termination

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described in **Exhibit A**. If delivered to consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the

amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise. Except in the situation where the Consultant has been terminated for public convenience, the Consultant shall be liable to the City for any additional costs incurred by the City in the completion of the Scope of Work referenced as **Exhibit A** and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

## **VI. Discrimination**

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not, by reason of race, religion, color, sex, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

## **VII. Indemnification**

The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

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

## **VIII. Insurance**

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Consultant's own work including the work of the Consultant's agents, representatives, employees, sub-consultants or sub-contractors.

B. Before beginning work on the project described in this Agreement, the Consultant shall provide evidence, in the form of a Certificate of Insurance, of the following insurance coverage and limits (at a minimum):

1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and
2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employers liability, and

C. All policies and coverage's shall be on an occurrence made basis.

D. The Consultant is responsible for the payment of any deductible or self-insured retention that is required by any of the Consultant's insurance. If the City is required to contribute to the deductible under any of the Consultant's insurance policies, the Contractor shall reimburse the City the full amount of the deductible within 10 working days of the City's deductible payment.

E. The City of Gig Harbor shall be named as an additional insured on the Consultant's commercial general liability policy. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary in Section B. The City reserves the right to receive a certified and complete copy of all of the Consultant's insurance policies.

F. Under this agreement, the Consultant's insurance shall be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage with respect to defense and indemnity of the City only and no other party. Additionally, the Consultant's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

G. The Consultant shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Gig Harbor at least 30-days in advance of any cancellation, suspension or material change in the Consultant's coverage.

### **IX. Exchange of Information**

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

### **X. Ownership and Use of Records and Documents**

Original documents, drawings, designs and reports developed under this Agreement shall belong to and become the property of the City. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

### **XI. City's Right of Inspection**

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

### **XII. Consultant to Maintain Records to Support Independent Contractor Status**

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

### **XIII. Work Performed at the Consultant's Risk**

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

#### **XIV. 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.

#### **XV. Resolution of Disputes and Governing Law**

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 Administrator and the City shall determine the term or provision's true intent or meaning. The City Administrator shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the City Administrator's determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The non-prevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

#### **XVI. Written Notice**

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

**CONSULTANT:**

Tim Schellberg  
Gordon Thomas Honeywell Gov. Affairs  
1201 Pacific Ave., Suite 2100  
Tacoma, WA 98401  
(253) 620-6500

City Administrator  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, Washington 98335  
(253) 851-6170

**XVII. Assignment**

Any assignment of this Agreement by the Consultant without the written consent of the City shall be void. If the City shall give its consent to any assignment, this paragraph shall continue in full force and effect and no further assignment shall be made without the City's consent.

**XVIII. Modification**

No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

**XIX. Entire Agreement**

The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached hereto, which may or may not have been executed prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

CONSULTANT

CITY OF GIG HARBOR

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Mayor

Notices to be sent to:

Tim Schellberg  
Gordon Thomas Honeywell Gov. Affairs  
1201 Pacific Ave., Suite 2100  
Tacoma, WA 98401  
(253) 620-6500

City Administrator  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, Washington 98335  
(253) 851-6170



APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

STATE OF WASHINGTON        )  
                                          ) ss.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(print or type name)  
NOTARY PUBLIC in and for the  
State of Washington, residing at:

\_\_\_\_\_

My Commission expires: \_\_\_\_\_

STATE OF WASHINGTON        )  
                                          ) ss.  
COUNTY OF PIERCE         )

I certify that I know or have satisfactory evidence that Charles L. Hunter is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of Gig Harbor to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(print or type name)  
NOTARY PUBLIC in and for the  
State of Washington, residing at:

\_\_\_\_\_

My Commission expires: \_\_\_\_\_

### Exhibit A Scope of Work

The Consultant shall provide the City of Gig Harbor with the following Washington State legislative governmental affair services:

The Consultant shall:

1. Identify and track all legislation relevant to the City of Gig Harbor;
2. Provide the City with frequent reports and updates during the legislative session;
3. Provide monthly updates during the legislative interim.
4. Attend all relevant legislative hearings where the City of Gig Harbor's interests are directly affected;
5. Work throughout the year with the City of Gig Harbor to develop and implement legislative objectives and strategy;
6. Coordinate with City of Gig Harbor officials to testify at relevant legislative hearings; and
7. Lobby to pass, defeat or amend legislation that directly affects the City of Gig Harbor's interests.

In addition to the above, the Consultant shall perform the following specific tasks:

1. Pursue a transportation budget request for Frontage Road along Highway 16.
2. Seek to include proposed City road projects in a potential State transportation revenue package submitted to voters.
3. Advocate for and pursue funding for Cushman Trail.
4. Pursue legislation seeking an optional impact fee exemption for affordable housing.
5. Ensure that programs and funding streams important to the City of Gig Harbor are not eliminated through a budget cut.
6. Work with the Association of Washington Cities to further legislation on local government finance and public records reform.

### Exhibit B Billing Rates

As described in Section II of this agreement, a monthly service fee of shall be charged to provide the services described in this agreement. This fee will cover all work performed by Tim Schellberg, Briahna Taylor, and Hallee Sanders, who will serve an administrative assistant role to Mr. Schellberg and Ms. Taylor.



Business of the City Council  
City of Gig Harbor, WA

**Subject:** Public Hearing and second reading of ordinance amending the 2013 budget

**Proposed Council Action:**  
Adopt ordinance amending the 2013 budget

**Dept. Origin:** Finance

**Prepared by:** David Rodenbach, Finance Director

**For Agenda of:** December 9, 2013

**Exhibits:** Ordinance

Initial & Date

**Concurred by Mayor:**

**Approved by City Administrator**

**Approved as to form by City Atty:**

**Approved by Finance Director:**

*CH 12/3/13*  
*R 12-2/13*  
**by e-mail**  
*OR 12/2/13*

Expenditure Required	See below	Amount Budgeted	0	Appropriation Required	See below
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**INFORMATION / BACKGROUND**

As the 2013 fiscal year closes, it is evident that the Water Operating fund will require a budget amendment prior to year-end.

The recommended budget amendment to the 2013 Water Operating fund is as follows:

Fund	Original Budget	Amended Budget	Increase/ (Decrease)
Water Operating	\$1,494,004	\$2,089,312	\$ 595,308

The amendment to the Water Operating fund is needed because \$350,000 which was budgeted in 2012 for the Grandview water reservoir was not carried over in the 2013 budget. The repair was undertaken in the March – June 2013 timeframe with the total project cost of about \$212,000. Additionally, repairs to the water system, such as replacement of failing well motors and pumps, totaling nearly \$100,000 through October 31 were encountered.

**FISCAL CONSIDERATION**

The additional funds will come from the actual beginning fund balance which came in \$435,958 higher than budget and 2013 revenues which are projected to come in \$159,350 over budget. This means total budgeted resources are \$595,308 greater than budget.

**RECOMMENDATION / MOTION**

Adopt ordinance amending the 2013 budget.

**ORDINANCE NO. 1281**

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON,  
AMENDING THE 2013 BUDGET FOR THE WATER OPERATING  
FUND**

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**WHEREAS**, an adjustment to the 2013 annual appropriation of the Water Operating fund budget is necessary to provide budget authority for repairs to the water system; and

**WHEREAS**, the 2013 beginning fund balance for the Water Operating fund is \$436,000 higher than originally budgeted for; and

**WHEREAS**, 2013 revenues for the Water Operating fund are projected to come in \$160,000 over the amount originally budgeted for; and

**WHEREAS**, the Gig Harbor City Council held a public hearing to consider the budget amendments on November, 25, 2013; NOW, THEREFORE,

**THE GIG HARBOR CITY COUNCIL ORDAINS AS FOLLOWS:**

Section 1. The 2013 Budget shall be amended as follows:

<b>Fund/Department</b>	<b>Original Appropriation</b>	<b>Amended Appropriation</b>
401-Water Operating	\$1,494,004	\$2,090,000

Section 2. The Gig Harbor City Council finds that it is in the best interests of the City to increase appropriation as shown above, and directs the Finance Director to amend the budget as shown above.

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

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

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor  
this 9th day of December, 2013.

CITY OF GIG HARBOR

\_\_\_\_\_  
CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

By: \_\_\_\_\_  
MOLLY TOWSLEE, City Clerk

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY

By: \_\_\_\_\_  
ANGELA G. SUMMERFIELD

FILED WITH THE CITY CLERK: 11/20/13  
PASSED BY THE CITY COUNCIL: 12/09/13  
PUBLISHED: 12/11/13  
EFFECTIVE DATE: 12/16/13  
ORDINANCE NO: 1281





Business of the City Council  
City of Gig Harbor, WA

**Subject:** Interlocal Agreement - West Sound Sound Stormwater Outreach Group

**Proposed Council Action:** Authorize the Mayor to sign an Interlocal Agreement between Kitsap County and the City of Gig Harbor to form the West Sound Stormwater Outreach Group for the duration of three years in the not-to-exceed amount of sixteen thousand nine hundred twenty dollars and no cents (\$16,920.00).

**Dept. Origin:** Public Works/Engineering

**Prepared by:** Wayne Matthews *WM*  
Engineering Technician

**For Agenda of:** December 9, 2013

**Exhibits:** Interlocal Agreement including Exhibit A -- Scope of Work and Budget

	Initial & Date
<b>Concurred by Mayor:</b>	<i>CLH 12/4/13</i>
<b>Approved by City Administrator:</b>	<i>D 12-3-13</i>
<b>Approved as to form by City Atty:</b>	<i>WZ-mail 12/3/13</i>
<b>Approved by Finance Director:</b>	<i>QD 12/3/13</i>
<b>Approved by Department Head:</b>	<i>12/3/13</i>
<b>Approved by Public Works Director:</b>	<i>12/3/13</i>

Expenditure Required \$ 16,920.00	Amount Budgeted \$ 50,000.00	Appropriation Required \$ 0
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**INFORMATION / BACKGROUND**

As a Washington State Department of Ecology (Ecology) NPDES Phase II Municipal Stormwater Permittee, the City must obtain compliance with Stormwater Permit Section S5.C.1. This requires the City to design and implement public education and outreach programs that achieve measurable reductions in behaviors that cause or contribute to adverse stormwater impacts. As part of this requirement Ecology encourages coordination among Permittees with adjoining or shared geographic areas.

The City has obtained NPDES Permit compliance in part through programs and surveys developed with the West Sound Stormwater Outreach Group. The current Interlocal Agreement with West Sound Stormwater Outreach Group terminates in December 2013. By entering into this Interlocal Agreement, existing and new stormwater outreach programs will continue to be supported

This Interlocal Agreement continues the previously executed agreement the City has in place that will expire December 31, 2013. This Interlocal Agreement commences January 1, 2014 and expires December 31, 2016.

By entering into this three-year Interlocal Agreement the City will collaborate in the development, implementation and funding of stormwater education and outreach messages, materials, activities, and program assessment tools that include pre and post program surveys of the general public, businesses and other target audiences as required by the NPDES Phase II Permit.



The Interlocal Agreement and Exhibit A (Scope of Work and Budget) provided by Kitsap County are attached and proposed to be utilized for this project. A detailed description of goals, objectives, tasks, and the budgeted program element details are provided therein.

**FISCAL CONSIDERATION**

This work is part of the City's ongoing NPDES Phase 2 Permit effort and will be funded through the Stormwater Operating Fund. This work qualifies for funding through the State appropriated Ecology NPDES Capacity Grant FY 2014 that is currently in the process of being accepted by the City. If the Grant is executed the City may request reimbursement for this expense through the Grant.

**BOARD OR COMMITTEE RECOMMENDATION**

The previous Interlocal Agreement was presented at the Operations and Public Projects Committee Meeting on February 28, 2008, (no quorum) and those present were supportive of having staff pursue and obtain this interlocal partnership.

**RECOMMENDATION / MOTION**

**Move to:** Authorize the Mayor to sign an Interlocal Agreement between Kitsap County and the City of Gig Harbor to form the West Sound Stormwater Outreach Group for the duration of three years in the not-to-exceed amount of sixteen thousand nine hundred twenty dollars and no cents (\$ 16,920.00).

**INTERLOCAL AGREEMENT  
BETWEEN KITSAP COUNTY AND  
THE CITY OF GIG HARBOR  
FOR THE WEST SOUND STORMWATER OUTREACH GROUP**

**I. PREAMBLE**

This Interlocal Agreement (hereafter "AGREEMENT") is by and between Kitsap County (hereafter "COUNTY") whose principal offices are located at 614 Division Street, Port Orchard, WA, 98366 and the City of Gig Harbor, (hereafter "CITY") whose principal offices are located at 3510 Grandview Street, Gig Harbor, Washington WA.

**II. RECITALS**

*Whereas*, the Washington State Department of Ecology requires owners or operators of a municipal separate storm sewer system to obtain coverage under a Western Washington NPDES Phase II Municipal Stormwater Permit; and

*Whereas*, mutual benefits will accrue to the parties hereto and the people which each serves in the cooperative implementation of the West Sound Stormwater Outreach Group. The Interlocal Cooperation Act, chapter 39.34 RCW, further authorizes the parties hereto to enter into this AGREEMENT; and

*Whereas*, Permittees are required by Permit Section S5.C.1 to provide stormwater education and outreach programs designed to achieve measurable reductions in behaviors that cause or contribute to adverse stormwater impacts; and

*Whereas*, coordination among Permittees with adjoining or shared geographic areas is encouraged by Washington State Department of Ecology and enhances access to federal, state, and other financial and technical support; and

*Whereas*, West Sound residents share media sources and would benefit from consistent messaging across city and county boundaries; and

*Whereas*, municipal resource efficiency is increased and cost savings are realized through sharing expertise, expenses, and staff time to gain economies of scale and avoid duplication; and

*Whereas*, Kitsap County and the cities of Poulsbo, Bremerton, Port Orchard, Gig Harbor, Bainbridge Island and Port Angeles desire to continue to work together as the West Sound Stormwater Outreach Group to coordinate joint development and implementation of stormwater education and outreach programs.

NOW THEREFORE, the parties mutually agree as follows:

### III. AGREEMENT

A. The Recitals set forth above are expressly incorporated into the Agreement by this reference.

B. This AGREEMENT consists of the following documents:

1. Interlocal Agreement
2. Exhibit A: West Sound Stormwater Outreach Group Scope of Work and Budget

C. **Purpose:** The purpose of the AGREEMENT is to provide a mechanism through which COUNTY and CITY voluntarily collaborate in the development, implementation, and funding of stormwater education and outreach messages, materials, activities, and program assessment tools for the general public, businesses, and other target audiences as required by the NPDES Phase II Permit.

D. **Payment and Funding:** CITY will provide COUNTY funds in an amount not to exceed a total of **\$5640 per year, \$16,920 total** for the years 2014 through 2016. In accordance with Section I below, COUNTY agrees to send invoices to CITY representative for reimbursement of allowable expenses incurred as defined in Exhibit A.

E. **Scope of Work:** COUNTY and CITY shall perform duties and services as are listed in Exhibit A, attached hereto and incorporated herein by this reference. Said services shall be performed in accordance with the approved Scope of Work and budget specified in Exhibit A, and as provided for in Section I of this AGREEMENT.

F. **COUNTY and CITY Administrators:**

The "West Sound Stormwater Outreach Group" is a collective of local jurisdictions and is not a separate legal entity. Accordingly, Jayna Ericson, SSWM Outreach and Education Coordinator, 614 Division Street MS 26-A, Port Orchard WA 98366 shall represent COUNTY in all matters pertaining to the services rendered under this AGREEMENT. All requirements of the CITY pertaining to the services and materials to be rendered under this AGREEMENT shall be coordinated through the COUNTY representative.

Jeff Langhelm, Senior Engineer, 3510 Grandview Street, Gig Harbor, WA 98335, shall represent the CITY in all matters pertaining to the services and materials to be rendered under this AGREEMENT. All requirements of the COUNTY pertaining to the services or materials to be rendered under this AGREEMENT shall be coordinated through the CITY representative.

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Following a change of representative, COUNTY and CITY will inform the other party in writing within ten (10) working days.

**G. Reporting:** By January 31<sup>st</sup> of each year this AGREEMENT is in effect, COUNTY and CITY will jointly report the results of work conducted under this AGREEMENT in a manner that is mutually useful in the fulfillment of NPDES Permit reporting requirements for public education activities, as specified in Permit Section S9.E.2.c.

**H. Responsibilities of the Parties:** It is mutually understood that CITY will provide COUNTY with the following:

Up to \$16,920 over the duration of this AGREEMENT for development of educational materials, professional service fees, partial reimbursement of COUNTY administrative costs, and other expenses related to tasks as described in Exhibit A. CITY will also contribute staff time to attend meetings, provide input, conduct pertinent research, and participate in program development.

It is mutually understood that COUNTY will provide CITY with the following:

COUNTY will provide administrative services and act as financial manager for this AGREEMENT and associated professional service contracts. COUNTY will also contribute staff time to facilitate meetings, provide input, conduct pertinent research, and participate in program development.

**I. Reimbursement:** CITY shall reimburse COUNTY for actual incurred costs upon presentation of a properly executed invoice. Costs shall be charged and funding reimbursed based upon appropriate program elements as defined in Exhibit A. COUNTY may exceed line item amounts within individual program element budgets, but shall not exceed the total budget for each individual program element without written approval of CITY. Reimbursement requests shall not be made to CITY more frequently than once a month. CITY shall reimburse COUNTY within thirty (30) days of receipt of a properly executed COUNTY invoice.

**J. Property:** Title to property purchased by COUNTY, the cost of which COUNTY has been reimbursed as a direct item of cost under this AGREEMENT, shall pass to and vest to COUNTY. Property purchased with funds delivered pursuant to this AGREEMENT may be used only for the performance of this AGREEMENT and shall be purchased in accordance with applicable state law and COUNTY purchasing policies.

**K. Assignment:** COUNTY may assign or subcontract any portion of the services provided within the terms of this AGREEMENT. All terms and conditions of the AGREEMENT shall apply to any approved subcontract or assignment related to this AGREEMENT.

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**L. Indemnity:** Both COUNTY and CITY shall accept responsibility for any and all liability arising from acts of its own officers, employees, agents and contractors to the extent provided by law. Additionally, each party agrees to indemnify, defend, and hold harmless the other party, and its officers, agents, and employees for all claims (including demands, suits, penalties, losses, damages or costs of any kind whatsoever) including costs, expenses and reasonable attorney's fees, to the extent such a claim arises or is caused by the indemnifying party's own negligence or that of its officers, agents, or employees in performance of this Agreement.

Nothing contained in this section of this Agreement shall be construed to create a liability or a right of indemnification in any third party.

This section shall survive the expiration of this Agreement.

**M. Amendments:** The parties hereby further agree that this AGREEMENT cannot be amended or modified without the written concurrence of both parties.

**N. Termination:** Either party to this AGREEMENT may elect to terminate this AGREEMENT for any reason by delivering a sixty (60) day written notice of intent to terminate to the other party. In the event of such termination, COUNTY shall be compensated for the actual costs incurred prior to the time of written notification of contract termination.

**O. Duration:** This AGREEMENT shall commence on the date of execution, and shall remain in effect through December 31, 2016.

**P. RECORDING.** Pursuant to RCW 39.34.040, this Agreement shall be filed with the Kitsap County Auditor.

**Q. WAIVER.** A failure by either party to exercise its rights under this agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

**R. GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

**S. VENUE.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Kitsap County, Washington.

**T. MULTIPLE ORIGINALS.** This Agreement may be executed in multiple copies, each of which shall be deemed an original.

**U. SEVERABILITY.** If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect

KC-424-13

the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

IN WITNESS WHEREOF, this Agreement was executed by the parties on the dates hereinafter indicated.

DATED this \_\_\_ day of \_\_\_\_\_, 201\_\_.

DATED this \_\_\_ day of \_\_\_\_\_, 201\_\_.

**CITY OF GIG HARBOR**

**BOARD OF COUNTY  
COMMISSIONERS  
KITSAP COUNTY, WASHINGTON**

\_\_\_\_\_  
Charles Hunter, Mayor

\_\_\_\_\_  
Charlotte Garrido, Chair

ATTEST

\_\_\_\_\_  
Robert Gelder, Commissioner

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
, Commissioner

Approved as to Form:

**ATTEST**

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Dana Daniels, Clerk of the Board

## EXHIBIT A:

### WEST SOUND STORMWATER OUTREACH GROUP Scope of Work & Budget for 2014–2016

Kitsap County and the Cities of Poulsbo, Bremerton, Port Orchard, and Gig Harbor have been working to jointly develop, implement, and fund NPDES Municipal Stormwater Permit-required outreach via interlocal agreements since 2008. With the additions of Bainbridge Island and Port Angeles in 2012, the group assumed the name of West Sound Stormwater Outreach Group (WSSOG), to represent the regional scope and to align with other similar groups across Puget Sound under the Stormwater Outreach for Regional Municipalities (STORM) umbrella.

#### A. GOALS, OBJECTIVES, AND TASKS

##### *Goals:*

1. Work cooperatively to help meet the requirements for compliance with NPDES Phase II Municipal Stormwater Permit Section S5.C.1, Public Education and Outreach, through the implementation of “education and outreach program[s] designed to reduce or eliminate behaviors and practices that cause or contribute to adverse stormwater impacts and encourage the public to participate in stewardship activities.”<sup>1</sup>
2. Realize cost savings and increase municipal resource efficiency by sharing expertise, expenses, and staff time to gain economies of scale and avoid duplication.
3. Jointly work to help fulfill education and outreach requirements of local Total Maximum Daily Loads (TMDLs), also known as Water Pollution Cleanup Plans.
4. Benefit citizens of the West Sound region by providing consistent outreach and messaging.
5. Gain enhanced access to federal, state, and other financial and technical support through coordination among Permittees with adjoining or shared geographic areas.

##### *Objectives & Tasks:*

Objective 1 Develop and adhere to an annual work plan for each year of this interlocal agreement.

Task 1.1 Jointly develop a work plan for each year by January 31 of 2014, 2015, and 2016.

Objective 2 Build on existing successful efforts by maintaining elevated awareness levels and environmentally positive behavior trends for one audience and behavior selected during the previous Permit term.

Task 2.1 Review available survey results to determine impact of existing outreach efforts.

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<sup>1</sup> Washington State Department of Ecology, *Western Washington Phase II Municipal Stormwater Permit* (2013) p.16.

Task 2.2 Continue to achieve sustained awareness and practice of proper pet waste management.

- Update the Education & Outreach Plan for Pet Waste in Backyards, including a strategy for sustained awareness for the current Permit term.
- Update the Education & Outreach Plan for Pet Waste in Public Places, including a strategy for continued awareness and behavior adoption for the current Permit term, leading to sustainable growth and maintenance of the Mutt Mitt Program.

Objective 3 Select one new behavior and target audience. Review and prioritize the list of NPDES Permit audiences and practices to be addressed by a behavior change campaign. Revise as necessary based on emerging issues, opportunities, and evaluation results.

Task 3.1 Assess practices that are most likely contributing to adverse stormwater impacts based on regional reports, studies, and knowledge of local pollution problems. Consider the scope of the problems as identified by reports, water quality data, and inspection/investigation results.

Task 3.2 Evaluate behaviors targeted for social marketing campaigns using factors such as:

- Attitude and behavior survey data, such as the Puget Sound Partnership's General Opinion Survey and Sound Behavior Index results;
- Applicability of the issue across the West Sound region;
- Availability of existing, effective programs that can be modeled;
- Opportunities to collaborate with others involved in stormwater outreach programs;
- Degree to which behaviors are single, simple, doable, and measurable; and
- Findings from Task 3.1.

Objective 4 Design or adopt a social marketing campaign with built-in evaluation protocols for the highest priority behavior from Objective 3.

Task 4.1 Conduct formative research, which may include:

- Reviewing other program designs, management approaches, and evaluation strategies;
- Adopting a campaign approach that has been thoroughly evaluated and proven successful in a similar community; and/or
- Utilize focus groups or other survey tools to garner in-depth information on attitudes and practices relative to the behavior, and identify barriers and benefits of the target audience adopting the behavior.

Task 4.2 Develop a campaign strategy based on research from Task 4.1 that includes an evaluation plan with specific, measurable, and achievable outcomes.



- Objective 5 Implement a social marketing campaign for the highest priority behavior.
- Task 5.1 Test the campaign strategy on a small segment of the population, using focus groups and/or pilot studies to refine and reevaluate the strategy.
  - Task 5.2 Implement the campaign across the community, assessing effectiveness at proper intervals, documenting progress, and changing the campaign strategy as necessary to achieve defined outcomes.
  - Task 5.3 Continue the program at an appropriate level once measurements indicate increased adoption of the behavior in the target audience.

Objective 6 As resources and consensus of the group are available, implement additional campaigns using a phased approach for each prioritized behavior and associated target audience.

- Task 6.1 Pursue grants and other funding opportunities as available and appropriate.

Objective 7 Use adaptive management to refine programs and direct education and outreach resources most effectively.

- Task 7.1 Take advantage of mutually beneficial outreach opportunities that fall within the NPDES Permit-required scope of audiences and behaviors, regardless of prioritization ranking.
- Task 7.2 Seek opportunities to share among member jurisdictions the existing outreach efforts to audiences not prioritized within the WSSOG activities, such that these efforts are beneficial to all members.

Objective 8 Represent the WSSOG on larger regional stormwater outreach efforts through participation as a Core member of STORM and the Puget Sound Starts Here (PSSH) campaign development team.

- Task 8.1 Help implement the STORM Strategic Plan and annual Work Plan to achieve results of use and benefit to the WSSOG.
- Task 8.2 Promote capacity building among STORM and WSSOG members to raise the caliber of collective outreach in the region.
- Task 8.3 Support development and implementation of the PSSH awareness campaign in conjunction with on the ground local behavior change programs.

Objective 9 Track and maintain records of education and outreach activities. Publish an annual summary of activities that is suitable for use in NPDES reporting.

## **B. BUDGET**

Table 1 shows the annual budget for years 2014 through 2016. The annual Staff Time budget of \$43,720 is for 0.5 FTE of a Kitsap County Education & Outreach Coordinator's time to

administer the Interlocal Agreement and manage outreach programs identified in the annual work plan on behalf of the WSSOG. This funding also includes coordination with STORM, the Puget Sound Starts Here campaign development team, ECO Nets, and all associated travel expenses; as well as administrative duties such as financial tracking and management. The annual staff time budget will be shared by all WSSOG jurisdictions in proportion to their relative population size, as shown in Table 1.

The annual Outreach Base Programs budget of \$65,020 will be used to implement joint programs prioritized by the group and agreed upon for inclusion in the WSSOG annual work plan. This may include activities such as the Mutt Mitt Program, backyard pet waste outreach, reporting hotline promotion, advertising, business outreach, local implementation of the Puget Sound Starts Here campaign, newsletters and literature development, priority behavior change programs, member capacity building, and evaluation/surveys. The WSSOG will make every effort to minimize actual costs by selecting competitive bids for professional services, and by pursuing grants and other funding sources as available and appropriate.

The annual Supplemental Programs Budget was added to accommodate several jurisdictions that expressed a desire for additional outreach support. This allows flexibility for jurisdictions to customize a suite of outreach options to meet the needs of their communities. Rates for elementary classroom lessons were based on County staff time for lesson preparation, teaching time, and travel. Cinema ad rates were based on real charges incurred for similar advertising in 2012.

*Table 1. Annual budget for all program elements.*

Jurisdiction	Population (2013)	Relative Population	Staff Time	Base Programs Budget	Supplemental Programs Budget	Annual Cost per Jurisdiction
Unincorporated KC	170,505	60.7%	\$26,540	\$39,460	N/A	\$66,000
Bremerton	37,850	13.5%	\$5,900	\$8,780	\$0	\$14,680
Bainbridge Island	23,190	8.3%	\$3,630	\$5,400	\$0	\$9,030
Port Angeles	19,120	6.8%	\$2,970	\$4,420	\$900 <sup>2</sup>	\$8,290
Port Orchard	12,870	4.6%	\$2,010	\$2,990	\$860 <sup>3</sup>	\$5,860
Poulsbo	9,585	3.4%	\$1,490	\$2,210	\$1,650 <sup>4</sup>	\$5,350
Gig Harbor	7,670	2.7%	\$1,180	\$1,760	\$2,700 <sup>5</sup>	\$5,640
TOTAL	280,790	100.0%	\$43,720	\$65,020	\$4,660	\$114,850

<sup>2</sup> Includes funding for 2 months of cinema ads in Port Angeles.

<sup>3</sup> Includes 4 elementary school classroom lessons at \$215 each.

<sup>4</sup> Includes 6 elementary school classroom lessons at \$275 each.

<sup>5</sup> Includes funding for 2 months of cinema ads at the Galaxy Uptown Theatre in Gig Harbor.



**Business of the City Council  
City of Gig Harbor, WA**

**Subject:** Jerisich Dock Float Extension – Consultant Services Contract Amendment #1 Sitts & Hill Engineers, Inc.

**Proposed Council Action:** Approve and authorize the Mayor to execute Amendment #1, Consultant Services Contract with Sitts & Hill Engineers, Inc. in an amount not exceed \$7,000.00 for Jerisich Dock Float Extension Project.

**Dept. Origin:** Public Works/Engineering

**Prepared by:** Marcos McGraw *MMG*  
Project Engineer

**For Agenda of:** December 9, 2013

**Exhibits:** Consultant Services Contract Amendment #1 Scope and Fee

	Initial & Date
Concurred by Mayor:	<i>CMH 12/2/13</i>
Approved by City Administrator:	<i>R 11/26/13</i>
Approved as to form by City Atty:	<i>by email 11/26/13</i>
Approved by Finance Director:	<i>CP 11/26/13</i>
Approved by Public Works Director:	<i>J/DOX 11/26/13</i>
Approved by City Engineer:	<i>A 11/26/13</i>

<b>Expenditure Required</b>	\$ 7,000.00	<b>Amount Budgeted</b>	\$ 65,000.00	<b>Appropriation Required</b>	\$ 0
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**INFORMATION/BACKGROUND**

The consultant services provided under this amendment include engineering design services for adding a pump-out unit to the construction bid documents and construction phase support services. Advertisement for construction bids and construction activities relative to completion of improvements to the Jerisich Dock Float Extension will occur at a later date.

**FISCAL CONSIDERATION**

Funding for this project is from a grant through Washington State Parks & Recreation Commission, in the amount of \$61,200.00, along with the City's project match of \$3,800.00 for a combined total project of \$65,000.00.

2013 Budget for Jerisich Dock Float Extension	\$ 65,000
Anticipated 2013 Expenses:	
Sitts & Hill Engineers, Inc. Original Contract	\$ ( 5,000)
Sitts & Hill Engineers, Inc. Contract Amendment No. 1	\$ ( 7,000)
<i>Future project construction – Public Works Contract</i>	\$ (53,000)
<b>Remaining 2013 Budget =</b>	<b>\$ 0</b>

Note: Expenses in *italics* are estimated.

**BOARD OR COMMITTEE RECOMMENDATION**

A project overview was presented to Operations & Public Works Committee May 19, 2011.

**RECOMMENDATION/MOTION**

Approve and authorize the Mayor to execute an Amendment #1 Consultant Services Contract with Sitts & Hill Engineers, Inc. in an amount not exceed \$7,000.00 for Jerisich Dock Float Extension Project.

**FIRST AMENDMENT  
TO  
CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND**

---

THIS FIRST AMENDMENT is made to that certain Consultant Services Contract dated April 13, 2013 (the "Agreement"), by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Sitts & Hill Engineers, Inc., a corporation organized under the laws of the State of Washington (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently contracting with the Consultant for Jerisich Dock Float Extension;

WHEREAS, the City desires to extend consultation services with the Consultant in connection with the aforementioned services; and

WHEREAS, section 18 of the Agreement requires the parties to execute an amendment to the Agreement in order to modify the scope of work to be performed by the Consultant and to amend the amount of compensation paid by the City;

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

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

**Section 2. Compensation.** Section 2(A) of the Agreement is amended to increase compensation to the Consultant for the work to be performed as described in **Exhibit A** in an amount not to exceed Seven Thousand Dollars and No Cents (\$ 7,000.00), as shown in **Exhibit B**, attached to this Amendment and incorporated herein.

**Section 3. Duration of Work.** Section 4 of the Agreement is amended to extend the duration of this Agreement to March 1, 2014.

EXCEPT AS EXPRESSLY MODIFIED BY THIS FIRST AMENDMENT, ALL TERMS AND CONDITIONS OF THE AGREEMENT ARE HEREBY RATIFIED AND INCORPORATED INTO THIS AMENDMENT AND SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the parties have executed this First Amendment on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CONSULTANT

CITY OF GIG HARBOR

By: \_\_\_\_\_  
Its Principal

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney



## SITTS & HILL ENGINEERS, INC.

Professional Engineers and Planners  
4815 Center Street, Tacoma, WA 98409  
Telephone (253) 474-9449  
Fax (253) 474-0153

ROBERT J. DAHMEN, P.E.  
BRENT K. LESLIE, P.E.  
KATHY A. HARGRAVE, P.E.  
LARRY G. LINDELL, P.E.

November 13<sup>th</sup>, 2013  
Revised November 19<sup>th</sup>, 2013

CITY OF GIG HARBOR  
3510 Grandview Street  
Gig Harbor, Washington 98335

TO: Mr. Steve Misiurak, P.E.

SUBJECT: ***PROPOSAL FOR ENGINEERING SERVICES FOR EXPANSION OF THE JERISICH DOCK LOCATED IN GIG HARBOR, WASHINGTON***

Dear Mr. Misiurak:

Sitts & Hill Engineers is pleased to present this proposal for engineering services for a adding a pump out unit to the float expansion drawings for the Jerisich Dock in Gig Harbor, Washington. Sitts & Hill Engineers has completed the original Float Expansion Drawings. We are committed to providing the Project Team with the high level of responsiveness and service necessary to make this a cost effective and successful project.

This proposal includes our Project Description, Scope of Engineering Services, Exclusions and a summary of estimated Professional Services Fees.

### PROJECT DESCRIPTION

Sitts & Hill Engineers proposes to provide the engineering services associated with the updating and modifying the specifications and preparation of a building permit submittal/ bid package for float expansion and new pump out station at the above referenced project. We have based our proposal on preliminary information from meetings and phone conversations with the by City of Gig Harbor.

The project will be designed to the 2012 International Building Code IBC with State and local amendments.

### ASSUMPTIONS

We have made the following assumptions in the calculation of estimated engineering services fees:

1. Site access points will be off existing Jerisich Dock floats.
2. New float configuration per Sitts & Hill float expansion drawings.
3. Environmental Permits have been obtained by the City of Gig Harbor.
4. Sitts & Hill Engineers Staff is not anticipating public input meeting due to limited project size.
5. New pump will utilize existing utility connections and will be located at the current pump location. The new dump/hose stanchion station will be located on the new float.
6. New pump will be provided by owner.

City of Gig Harbor  
November 19, 2013  
Page 2 of 3

7. City of Gig Harbor will advertise, analyze bids and award contract.
8. We anticipate a Kick Off Meeting with City personnel shortly after proposal approval. We will require approximately a four week design period; followed by owner review and Review meeting. This will be followed by the final submittal after a three week final design period.
9. Format for specification and permit / bid submittal will be in a PDF format.

#### **BASIC SCOPE OF ENGINEERING SERVICES**

Sitts & Hill Engineers understands the Scope of engineering services to be defined as follows. If Additional Items are required or excluded, please contact our office so that adjustments can be made to the proposed fees.

1. Meetings with the design team, including one Kick Off meeting with the City of Gig Harbor.
2. CAD drafting on AutoCAD sufficient for a permit / bid submittal.
3. Specifications and General Notes. Sitts & Hill will update and modify the existing float expansion specifications. Sitts & Hill will also include General Structural Notes in the drawing package.
4. One set of formal progress for City of Gig Harbor review and coordination, including one meeting with City of Gig Harbor. This review will be for both bid / building permit packages.
5. Stamped structural calculations sufficient for a submittal to the Building Department.
6. The Permitting Phase will include coordination with the City as required for permit submittal and the resubmittal of the construction documents, if required. We have budgeted for a meeting with city personnel during this phase.
7. Limited bidding and Construction Support Services.
8. Provide electronic format of bid package.
9. Permit submittal package will include Rough Order of Magnitude Construction Budget in a similar format as the bid proposal form.

#### **EXCLUSIONS - BASIC SCOPE OF ENGINEERING SERVICES**

The following are a list of Additional Services that, at your request, may be performed under a separate contract if necessary.

1. Our Scope of work will **not** include structural design for fences, hand railings, site retaining walls or site structures.
2. Construction substitutions may be considered as an Additional Service.
3. Approved changes requested by the contractor, owner or design build subcontractors will be billed on a Time and Material basis.
4. Permitting services **not** specifically included in the Scope of Work.



City of Gig Harbor  
November 19, 2013  
Page 3 of 3

5. Permit agency fees.

**ENGINEERING FEES**

Basic engineering services are Time and Materials basis and will be billed monthly. Construction Support Services will also be billed on a Time and Materials basis to help with budgetary considerations.

**Proposed Fee Schedule**

Additional Float and Pump Out Station Bid/Permit Submittal Package	\$4,500.00
Update Specification Package	\$2,000.00
Limited Bidding and Construction Support Service	\$ 500.00
<b>Total of all Estimated Services</b>	<b>\$7,000.00</b>

We are prepared to begin work upon receipt of Authorization to Proceed. To assure clarity in matters of our mutual responsibilities, we incorporate our Standard General Conditions and Charge out Rates, copies of which are attached. These documents, together with this proposal, shall form the basis of our contract for the work. If this is acceptable to you, please complete the Authorization section below and return a copy to us. This will be our Authorization to Proceed with the work. This proposal is valid for a period of 120 days.

We appreciate this opportunity to submit this proposal. If you have any questions, please don't hesitate to contact our office.

Sincerely,

SITTS & HILL ENGINEERS, INC.



Larry G. Lindell, P.E.  
Principal,

L:\Fee Proposals\Gig Harbor\2012-03-29 Jerisich Dock Pump Out\2013-11-19 Jerisich Pump Out.doc

\_\_\_\_\_  
Authorization Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name / Title

**SITTS & HILL ENGINEERS, INC.**  
**4815 Center Street**  
**Tacoma, Washington 98409**

*The following are representative charges:*

**CIVIL AND STRUCTURAL ENGINEERING DESIGN**

Principal	\$ 141 - 143/Hour
Senior Project Manager	\$ 110 - 130/Hour
Project Manager	\$ 99 - 124/Hour
Project Architect	\$ 95 - 110/Hour
Engineer	\$ 63 - 124/Hour
Landscape Architect	\$ 115/Hour
Inspectors & Technicians	\$ 63 - 99/Hour

**SURVEYING**

Principal Land Surveyor	\$ 143/Hour
Survey Manager	\$ 121/Hour
Senior Project Surveyor	\$ 115 - 130/Hour
Project Surveyor	\$ 89 - 110/Hour
Survey Technician	\$ 63 - 95/Hour
Field Crew Chief	\$ 62 - 95/Hour
Field Crew Member	\$ 60 - 70/Hour
One Man Field Crew	\$ 110/Hour

**SUPPORT PERSONNEL**

CAD Technician	\$ 66 - 99/Hour
Administration	\$ 61 - 77/Hour

**MISCELLANEOUS**

Mileage	\$ 0.56 per mile
Regular Materials (Stakes)	\$ 0.50 per unit
Special Materials	Cost Plus 15%
Subconsultants	Cost Plus 15%

**CONSULTING ENGINEER AND COURT CASES**

Principal	\$ 275/Hour
Engineer	\$ 225/Hour
Land Surveyor	\$ 225/Hour

*Effective September 1<sup>st</sup>, 2013*



Business of the City Council  
City of Gig Harbor, WA

**Subject:**

Utility Easement granting a portion of City Owned Parcel Number 4002470070 to Harbor Hill LLC for storm drainage connection and maintenance.

**Proposed Council Action:**

Approve and authorize the Mayor to execute the Utility Easement Agreement

**Dept. Origin:** Public Works/Engineering

**Prepared by:** Stephen T. Misiurak, P.E.  
City Engineer

**For Agenda of:** December 09, 2013

**Exhibits:** Utility Easement  
Vicinity Map

	Initial & Date
Concurred by Mayor:	<u>CH 12/4/13</u>
Approved by City Administrator:	<u>12/3/13</u>
Approved as to form by City Atty:	Via email
Approved by Finance Director:	N/A
Approved by Department Head:	<u>12/3/13</u>

Expenditure Required	\$0	Amount Budgeted	\$0	Appropriation Required	\$0
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**INFORMATION/BACKGROUND**

This Utility Easement, upon adoption and recordation, will create a storm drainage utility easement on a portion of the City owned parcel No. 4002470070. This easement is granted to Harbor Hill LLC and allows a storm water pipe connection and level spreader between the City owned parcel and parcel number 0222311009 as reflected in the proposed Harbor Hill Final Plat.

This Utility Easement also requires Harbor Hill LLC to maintain the storm pipe and level spreader within this easement.

**BOARD OR COMMITTEE RECOMMENDATION**

None

**FISCAL CONSIDERATION**

None

**RECOMMENDATION/MOTION**

Approve and authorize the Mayor to execute the Utility Easement Agreement

AFTER RECORDING RETURN TO:

The City of Gig Harbor  
Attn: City Clerk  
3510 Grandview Street  
Gig Harbor, WA 98335

**WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM**

**Document Title(s) (or transactions contained therein):**

Utility Easement

**Grantor(s) (Last name first, then first name and initials)**

City of Gig Harbor

**Grantee(s) (Last name first, then first name and initials)**

Harbor Hill LLC

**Legal Description (abbreviated: i.e., lot, block, plat or section, township, range)**

Section 31, Township 22N, Range 02E

**Assessor's Property Tax Parcel or Account Number:** 4002470070

**Reference Number(s) of Documents assigned or released:** \_\_\_\_\_

## UTILITY EASEMENT

THIS UTILITY EASEMENT, is made this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the CITY OF GIG HARBOR, a Washington municipal corporation ("Grantors"), and Harbor Hill LLC, a limited liability corporation organized under the laws of the State of Washington ("Grantee").

### WITNESSETH:

WHEREAS, Grantor owns a fee simple interest in the following real property, commonly known as Tract A open space dedicated to the City of Gig Harbor out of Parcel No. 0222311008 (AFN 200605235007), Gig Harbor, Washington, 98335, Tax Parcel No. 4002470070 (the "Property"); and

WHEREAS, Grantor desires to grant to Harbor Hill LLC an easement to be utilized for storm water drainage purposes, more specifically a storm water pipe connection and level spreader between parcel numbers 4002470070 and 0222311009 that will be maintained by Harbor Hill LLC; NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged,

GRANTOR HEREBY GRANTS AND CONVEYS to Harbor Hill LLC, a perpetual, nonexclusive easement, to erect, construct, install, lay and thereafter use, operate, inspect, repair, maintain, improve, replace and remove utilities under, over, on, through and across that portion of the Property as described in **Exhibit A** attached hereto and incorporated herein (the "Easement"), together with the right of ingress and egress upon the Easement area and Grantors' Property adjacent to the Easement area, limited to that which is necessary to construct, install, improve, repair and maintain said storm water pipe and level spreader system. The location of the Easement is shown on the Easement Location Map attached hereto as **Exhibit B** and incorporated herein. This grant of Easement is subject to the following conditions:

1. Grantee shall exercise its rights under this Easement so as to minimize and avoid if reasonably possible, interference with Grantor's use of Grantor's Property.
2. Grantee shall, at all times, conduct its activities on Grantor's Property so as to not interfere with, obstruct or endanger Grantor's operations or facilities.
3. Grantee agrees to restore Grantor's Property in at least as good as condition as it currently exists, and Grantee shall remove all debris and restore the surface of the Grantor's Property as nearly as possible, to the condition in which it was at the commencement of such work.
4. Grantee agrees to maintain the system constructed on the Easement area. If the City determines that maintenance or repair work is required to be performed on the system, the City Engineer or his/her designee shall give notice to the Grantee of the noted

deficiency. The Engineer shall also set a reasonable time in which the Grantee shall perform such work. If the repair or maintenance required by the Engineer is not completed within the time set by the Engineer, the City may perform the required maintenance and/or repair. Written notice will be sent to the Grantee, stating the City's intention to perform such repair or maintenance, and such work will not commence until at least 15 days after such notice is mailed, except in situations of emergency. If, within the sole discretion of the Engineer, there exists an imminent or present danger to the system, the City's facilities or the public health and safety, such 15 day period will be waived and maintenance and/or repair work will begin immediately.

5. The Grantee shall assume all responsibility for the cost of any maintenance and for repairs to the drainage system. Such responsibility shall include reimbursement to the City within 30 days after the City mails an invoice to the Grantee for any work performed by the City. Overdue payments will require payment of interest by the Grantee at the current legal rate as liquidated damages.

This Easement shall be recorded in the records of the Pierce County Auditor Grantor and shall constitute a covenant running with the land for the benefit of parties hereto.

IN WITNESS WHEREOF, the Grantor has caused this Easement to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**GRANTEE:**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Print Name: \_\_\_\_\_

**ACCEPTED:**

**CITY OF GIG HARBOR**

By: \_\_\_\_\_

Its: Mayor

**ATTEST:**

\_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Printed: \_\_\_\_\_  
Notary Public in and for Washington,  
Residing at \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

I certify that I know or have satisfactory evidence that CHARLES L. HUNTER is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of THE CITY OF GIG HARBOR, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Printed: \_\_\_\_\_  
Notary Public in and for Washington,  
Residing at \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

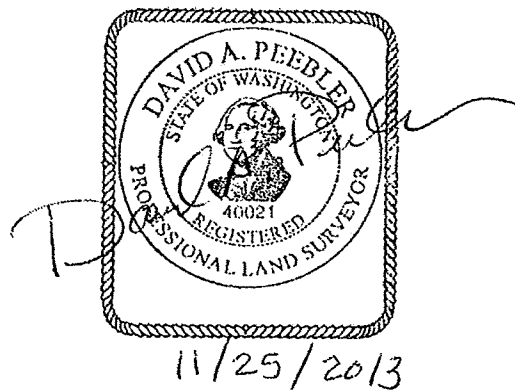
EXHIBIT A  
LEGAL DESCRIPTION OF EASEMENT

A strip of land 15.00 feet wide, having 7.5 feet of width on each side of a centerline, lying within a portion of Tract A of the Plat of Business Park at Harbor Hill, as recorded under Auditor File Number 200605235007, records of Pierce County, State of Washington, in the Northwest quarter of the Southeast quarter of Section 31, Township 22 North, Range 2 East, W.M., Pierce County, Washington, said centerline being more particularly described as follows:

Commencing at the Northeast corner of the Southeast quarter of Section 31, Township 22 North, Range 2 East, W.M., City of Gig Harbor, Pierce County, Washington;  
Thence North  $88^{\circ}15'36''$  West 1987.23 feet along the north line of said Southeast quarter to the east line of said Tract A;  
Thence South  $01^{\circ}10'38''$  West 454.60 feet along the east line of said Tract A to the **Point of Beginning**;  
Thence North  $80^{\circ}34'31''$  West 29.34 feet to a point hereinafter referred to as Point A;  
Thence South  $05^{\circ}20'16''$  West 49.30 feet to the **Terminus** of this centerline description.

Also from Point A described above;  
Thence North  $05^{\circ}20'16''$  East 71.70 feet to the **Terminus** of this centerline description.

The sidelines of this easement shall be shortened or lengthened so as to meet at angle points.





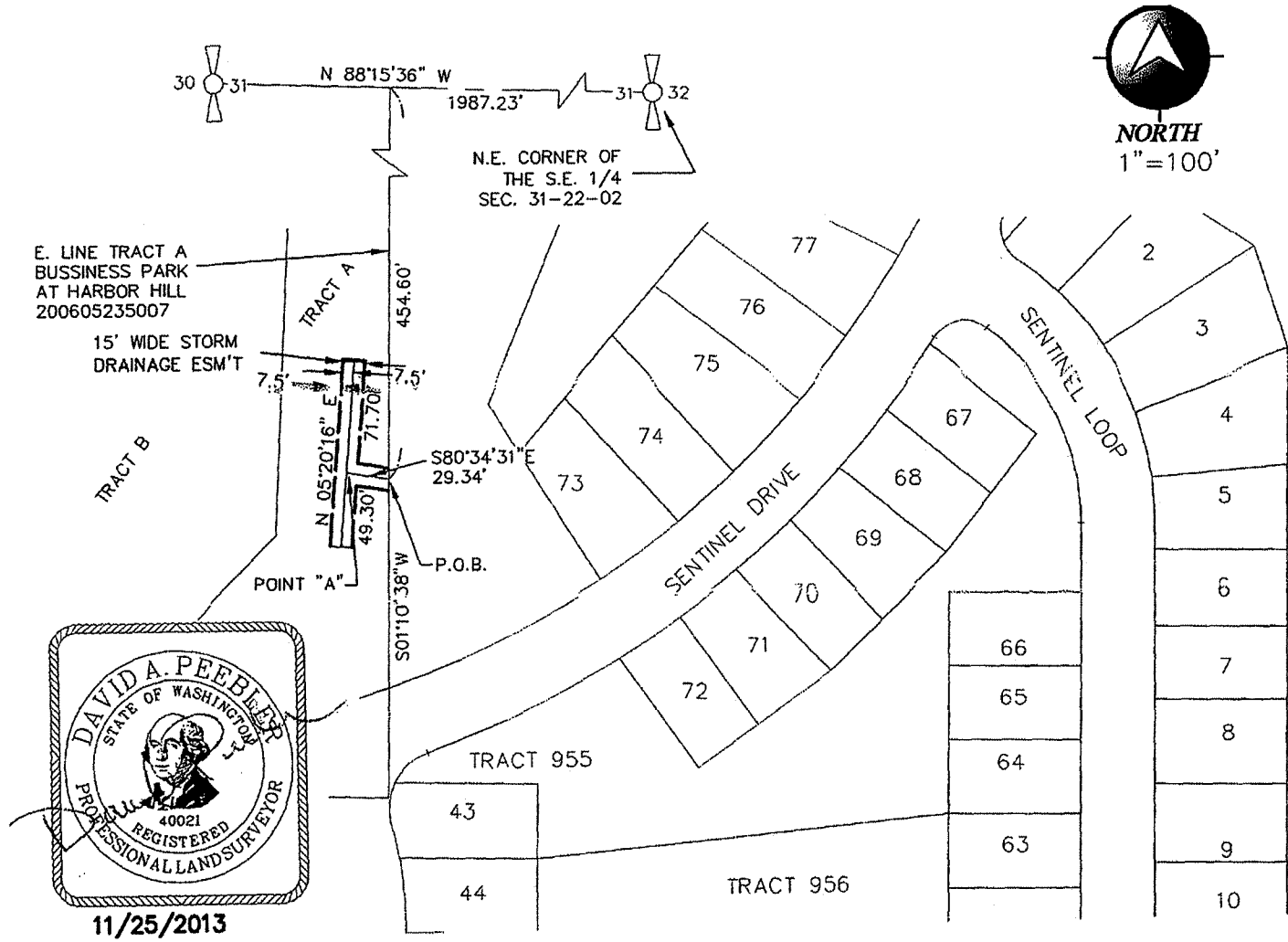
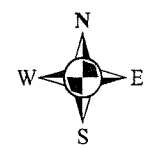
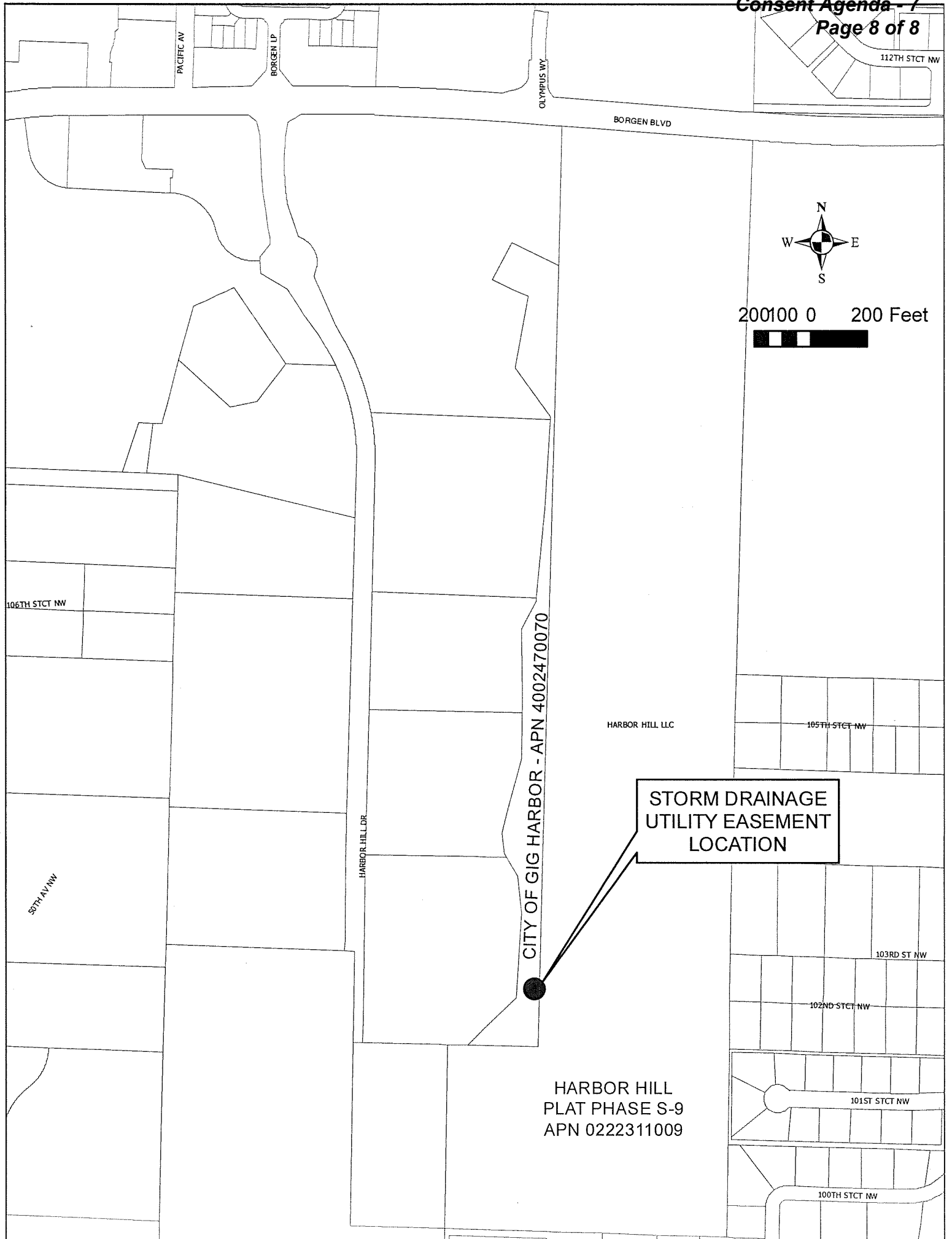


EXHIBIT B  
MAP OF UTILITY EASEMENT



200100 0 200 Feet



**STORM DRAINAGE  
UTILITY EASEMENT  
LOCATION**

CITY OF GIG HARBOR - APN 4002470070

HARBOR HILL  
PLAT PHASE S-9  
APN 0222311009

HARBOR HILL LLC

105TH STCT NW

103RD ST NW

102ND STCT NW

101ST STCT NW

100TH STCT NW

PACIFIC AV

BORGEN LP

OLYMPUS WY

BORGEN BLVD

112TH STCT NW

106TH STCT NW

50TH AV NW

HARBOR HILL DR



Business of the City Council  
City of Gig Harbor, WA

**Subject:** Cushman Trail Project Phase 3 & 4  
WSDOT Local Agency Standard Consultant  
Agreement Supplement No. 1

**Proposed Council Action:** Approve and authorize the Mayor to execute the Local Agency Standard Consultant Agreement Supplemental No. 1 with David Evans and Associates, Inc. in a not-to-exceed amount of \$40,969.18.

**Dept. Origin:** Public Works/Engineering

**Prepared by:** Stephen Misiurak, PE  
City Engineer *SM*

**For Agenda of:** December 9, 2013

**Exhibits:** WSDOT Local Agency  
Standard Consultant  
Supplemental Agrmt No. 1

Initial & Date

**Concurred by Mayor:** \_\_\_\_\_

**Approved by City Administrator:** *R 12-5-13*

**Approved as to form by City Atty:** *by email 12/5/13*

**Approved by Finance Director:** *DR 12/4/13*

**Approved by Department Head:** *10/12/5/13*

Expenditure	Amount	Appropriation
Required \$40,969.18	Budgeted \$3,163,000	Required \$ 0

**INFORMATION / BACKGROUND**

On June 10, 2013, the City executed the Local Agency Standard Agreement with David Evans and Associates, Inc. in the amount of \$241,283.48 for the completion of the final design, federal NEPA permitting, and preparation of Final bid ready construction documents.

This Supplement No. 1 provides for additional redesign work along the portion of Phase 4 alignment consisting of the realignment of the trailhead at Borgen Blvd to avoid newly identified wetlands at this location in order to simplify the local and federal permit processes.

**FISCAL CONSIDERATION**

This project is funded through various grants and local matching funds. For Phase 3, the project is funded by grants through the Federal Highway Administration, Transportation, Community and System Preservation (TCSP) program, and the Congestion Management and Air Quality (CMAQ) program. For Phase 4, the project is funded by a state grant through the Washington Public Works Assistance Account (PWAA) and local funds. The budget summary for this item is provided in the table below.

Phase 3 Budget –

TCSP	\$652,000.00
CMAQ	\$663,000.00
Local Funds	\$548,000.00
 Sub-Total	 \$1,863,000.00

<u>Phase 4 Budget –</u>	
PWAA	\$1,200,000.00
Local Funds	\$100,000.00
Sub-Total	\$1,300,000.00
	-----
<u>Total Budget</u>	\$3,163,000.00

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<u>Expenditures –</u>	
Lochner Contract	\$25,791.74
Lochner Supplement #1	\$53,396.84
DEA Contract	\$241,283.48
DEA Contract Suppl 1	\$40,969.18
<u>Remaining Budget</u>	<u>\$2,801,558.76</u>

**BOARD OR COMMITTEE RECOMMENDATION**

N/A

**RECOMMENDATION / MOTION**

Approve and authorize the Mayor to execute a WSDOT Local Agency Standard Consultant Agreement Supplemental No. 1 with David Evans and Associates, Inc. for Phase 3 and 4 in the not to exceed amount of Forty Thousand Nine Hundred Sixty-Nine Dollars and Eighteen Cents (\$40,969.18) for a revised amended contract not-to-exceed amount of \$282,252.66.



<b>Supplemental Agreement Number</b> <u>1</u>		Organization and Address	
Original Agreement Number		Phone:	
Project Number TCSP-11 WA(028)	Execution Date	Completion Date 3/15/2015	
Project Title Cushman Trail	New Maximum Amount Payable \$ 282,252.66		
Description of Work Revise trail alignment for Phase 4 including a pier supported wooden bridge and site-built restroom facilities near Borgren Blvd. as well as coordination with affected properties for the realigned trail sections.			

The Local Agency of City of Gig Harbor  
desires to supplement the agreement entered into with David Evans and Associates, Inc.  
and executed on 06/11/2013 and identified as Agreement No. \_\_\_\_\_  
All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

See attached Scope of Services - Exhibit B

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: Completion date is extended to March 15, 2015.

III

Section V, PAYMENT, shall be amended as follows:

The maximum amount payable is increased by \$40,969.18 to \$282,252.66 including a \$3,141.60 increase in the fixed fee for a total fixed fee of \$18,562.43 for this project.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

By: Alex M. Tebaldi

By: \_\_\_\_\_

Alex M. Tebaldi  
Consultant Signature

\_\_\_\_\_  
Approving Authority Signature

\_\_\_\_\_  
Date

## Exhibit A

### Consultant Fee Determination - Summary Sheet

Project: Cushman Trail Phases III and IV

**Direct Salary Cost (DSC):**

<u>Classification</u>	<u>Man Hours</u>		<u>Rate</u>	=	<u>Cost</u>
Project Manager	22	X	\$ 61.50		\$ 1,353.00
Structural Engineer	38	X	\$ 55.00		\$ 2,090.00
CAD Specialist	20	X	\$ 37.20		\$ 744.00
Sr. Prof Engineer	74	X	\$ 49.50		\$ 3,663.00
Civil Designer	96	X	\$ 33.00		\$ 3,168.00
Survey Manager	2	X	\$ 62.00		\$ 124.00
Survey Tech	12	X	\$ 26.50		\$ 318.00
Survey Crew	8	X	\$ 62.00		\$ 496.00
Account Manager	8	X	\$ 33.60		\$ 268.80
Admin Assistant	14	X	\$ 24.40		\$ 341.60
<b>Total DSC =</b>					<b>\$ 12,566.40</b>

**Overhead (OH Cost -- including Salary Additives):**

OH Rate x DSC of	175.34	% x	\$ 12,566.40	=	\$ 22,033.93
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**Fixed Fee (FF):**

FF Rate x DSC of	25	% x	\$ 12,566.40	=	\$ 3,141.60
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**Reimbursables:**

Reproduction, Printing, Postage, Express Delivery	\$ 250.00
Mileage at \$.565 per mile plus tolls @ \$4.00	\$ -

**Subconsultant Costs (See Exhibit G):**

\$ 2,977.25

**Grand Total**

\$ 40,969.18

Prepared By: Al Tebaldi

Date: 12/03/13



Cushman Trail Project

**EXHIBIT B**  
**SCOPE OF SERVICES**  
**CUSHMAN TRAIL SUPPLEMENT 1**

The original Consultant contract dated June 11, 2013 assumed that the Phase 4 plans provided by the City to David Evans and Associates, Inc. (DEA) would be at a 65% design level for the ultimate Phase 4 alignment. Subsequent to the original contract execution the City determined that the trail alignment would need to be reviewed and revised as necessary to coordinate with the McCormick Creek Plat. This review and realignment is necessary to avoid the proposed drainage pond and significant trees.

The original contract assumed that the restroom facility at the trailhead would be removed or relocated due to wetland concerns. The City would like to keep the restroom facility at the current location, which will require redesign of the northernmost segment of the Phase 4 trail. The proposed redesign will include an approximate 30-foot long pin pile bridge to span a narrow segment of wetlands adjacent to Borgen Blvd. In addition, the 65% design assumed a prefabricated building and, therefore, does not contain design information or details for the restroom facility. The City would like to use the restroom design that was developed for the Maritime Pier by Sitts & Hill Engineers, Inc. In order to minimize design costs to the City, the City will engage Sitts & Hill Engineers under separate contract to make minor modifications to their restroom design and prepare bid-ready documents for the Cushman Trail project.

The following scope of services accomplishes the desired changes requested by the City.

**PROJECT MANAGEMENT**

- A. Prepare additional monthly invoice spreadsheet.
- B. Provide additional project management associated with the Phase 4 Realignment and Trail Head Redesign.

**PHASE 4 REALIGNMENT – BURNHAM DRIVE TO TPU Parcel**

- A. 3<sup>RD</sup> PARTY COORDINATION
  - a. Review McCormick Creek CADD files and coordinate with McCormick Creek engineer regarding drainage facilities, significant trees and other proposed improvements.
  - b. Review compatibility and constructability with trail design.
- B. 65% DESIGN UPDATE
  - a. Prepare preliminary plan/profile design to coordinate with McCormick Creek design, including cut/fill limits, potential wall locations, etc. This scope assumes that the phase 4 trail alignment will be at-grade as much as possible, thus no major walls will be needed.
  - b. City review meetings.
  - c. Revisions from City review.



## Cushman Trail Project

---

### C. 90% PS&E

- a. Revise 65% design from previous task based on City comments..

## **PHASE 4 BORGEN TRAIL HEAD RE-DESIGN**

### A. SURVEY AND BASEMAPPING

- a. Field survey revised alignment – Station 627 + 00 to Borgen Blvd.
- b. Office processing, mapping, Civil3D surfaces.
- c. QA/QC

### B. UPDATE RIGHT OF WAY BOUNDARY

- a. Reconcile property boundary drawing issues.
- b. Update per Cushman Restroom Short Plat.
- c. Coordinate additional RW plan issues. This task does not include any property line survey, boundary line adjustments or legal document preparation.

### C. PRELIMINARY TRAILHEAD LAYOUT PLAN WITH PIN PILE BRIDGE

- a. Prepare preliminary trailhead plan with pin pile bridge and restroom locations.
  - i. Grading/wall analysis
  - ii. Utility layout for restroom site
  - iii. Pin pile bridge coordination
- b. Prepare preliminary bridge concept and costs.

### D. 65% DESIGN UPDATE WITH PIN PILE BRIDGE

- a. Update sheet set.
- b. Update SWPP and demo plans.
- c. Update plan and profile plans.
- d. Update parking layout plan and details.
- e. Update channelization and signing plans and details.
- f. Update utility plan and prepare details including jacking under wetlands.
- g. Prepare pin pile bridge plan and details.
- h. Prepare pin pile bridge specifications.
- i. Update Cost Estimate.
- j. Prepare City review package.

### E. 90% PIN PILE BRIDGE PS&E

- a. Prepare 90% PS&E package for pin pile bridge.
- b. Prepare additional PS&E for design elements not anticipated within original scope.

### F. PIN PILE BRIDGE BID SET PRODUCTION

- a. Revise 90% per City comments.
- b. Prepare pin pile bridge bid package.

## **ASSUMPTIONS**





## Cushman Trail Project

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1. The bridge will be a pin-pile pier supported wooden bridge matching the design from Phase 3.



**Project Cost Estimate**  
**Geotechnical Engineering Support to David Evans Associates (DEA)**  
**Cushman Trail PHASE 4: 4,200-foot long trail on-grade (Wetland G crossing revision)**  
**Gig Harbor, Washington**

Kleinfelder Proposal No.: 133786  
Revision: v6  
Date: 22-May-13  
Revision Date: 25-Nov-13  
Prepared By: JLW

Proposed Scope of work summary as follows. Task-specific scope descriptions are presented in the labor breakdown below this section.

A Kleinfelder geotechnical engineer/engineering geologist aided by a Kleinfelder field technician, will conduct a half-day geotechnical reconnaissance along the 4,200-foot long trail alignment. During this reconnaissance, our 2-man crew will advance a series of (3 to 5) hand borings and soil probes at selected locations, using hand-powered equipment (shovels, hand-augers, probes, etc.). Soil samples will be collected and placed in air-tight plastic bags for further examination and testing in our geotechnical laboratory. Laboratory tests will be conducted to determine engineering and index properties, and will include natural moisture content, grain size distribution, and organic content. All tests will be conducted in accordance with the appropriate ASTM test method, in our AASHTO-accredited geotechnical laboratory in Redmond, Washington.

We understand that the design for the on-grade trail alignment near Borgen Boulevard in the vicinity of the wetland designated "Wetland G" has been modified since we conducted our field investigation in June 2013. The modification will include a bridge supported by a Diamond Pier foundation system for the portion of the trail at Wetland G. Our initial field investigation did not investigate soil conditions relative to a bridge structure. We propose conducting a supplemental field investigation with a 1-man crew to gather surface and subsurface soil information to aid in the design of the proposed trail modification. The supplemental field investigation will consist of advancing 4 to 6 hand borings in the vicinity of the modifications. Soil samples will be collected and placed in air-tight plastic bags for further examination and testing in our geotechnical laboratory. Laboratory tests will be conducted to determine engineering and index properties, and will include natural moisture content, grain size distribution, and organic content. All tests will be conducted in accordance with the appropriate ASTM test method, in our AASHTO-accredited geotechnical laboratory in Redmond, Washington.

Utilizing the results of our field investigation and laboratory testing, we will conduct geotechnical engineering analyses to evaluate site earthwork including subgrade properties, site drainage, permanent cuts and fills, and related issues for the at-grade trail. This includes geotechnical evaluation for one low fill wall and culvert undercrossing near STA 607+00.

Utilizing the results of our supplemental field investigation and laboratory testing, we will conduct geotechnical engineering analyses to evaluate subgrade properties for a Diamond Pier foundation system.

We will prepare a draft geotechnical engineering report presenting the results of our studies, and our conclusions and recommendations. We will then address any review comments/requests on our draft geotechnical report, and issue a final geotechnical report, sealed by a Washington State PE geotechnical engineer.

We will assist the design team with the preparation of for-bid plans and specifications. This support will include review and commentary on draft plans/specs prepared by the lead designer. We will provide up to four (4) hours of professional engineer time for geotechnical input to the plans and specifications.

KLEINFELDER LABOR:									
WORK TASK DESCRIPTION	PERSONNEL & 2013 DIRECT SALARY RATES							TOTAL HOURS	TOTAL AMOUNT
	Sr. Principal \$68.00	Principal \$62.50	Proj. Engr. \$37.50	Geologist \$30.50	Field Tech. \$21.50	CAD \$22.75	Admin. \$21.50		
Review existing plans and existing geotechnical report by Landau, plan and coordinate Kleinfelder field work.			1		1			2	\$59
Review modification to the trail in the vicinity of Wetland G.			1					1	\$38
Conduct the geotechnical site reconnaissance and hand exploration program (project engineer assisted by a field technician for two full days in the field). Complete a series of (at least 8) hand borings with DCP soundings to explore the near-surface soil and ground water conditions.		1	6		6			13	\$417
Conduct the geotechnical site reconnaissance and hand exploration program (project engineer one full day in the field). Complete a series of (at least 4) hand borings to explore the near-surface soil and ground water conditions.		1	6					7	\$288
Prepare field boring logs and DCP soundings; assign/review geotechnical engineering laboratory testing.			1		1			2	\$59
Prepare field boring logs; assign/review geotechnical engineering laboratory testing.			2					2	\$75
Geotechnical engineering analyses for site earthwork, pavement, and drainage		2	4					6	\$275
Geotechnical engineering analyses: evaluate suitability of Diamond Pier foundations; evaluate soil strength and index properties for use with Diamond Pier design.		1	4					5	\$213
Prepare and submit a draft geotechnical engineering report		1	4			1	1	7	\$257
Update draft geotechnical engineering report for trail modification recommendations.		1	2			1	1	5	\$182
Address any review comments on the draft geotechnical engineering report, and issue a final geotechnical report stamped by a licensed professional engineer registered in the State of Washington.			0.5	2		0.5	0.5	3.5	\$128
Provide up to 4 hours of geotechnical engineering input to earthwork- and pavement-related plans and specifications			1	3				4	\$175
Provide project and contract management and correspondence.		1	2				1	4	\$159
<b>TOTAL DIRECT SALARY LABOR:</b>	0	9.5	38	0	8	2.5	3.5	61.5	<b>\$1,529</b>
<b>REVISED TOTAL DIRECT SALARY LABOR:</b>									<b>\$2,323</b>

**LABORATORY TEST SUMMARY:**

Test	Est. No.	Unit	Total	
			Tests	Cost
Natural Moisture Content	12	\$16		\$192
Natural Moisture Content	4	\$16		\$64
Grain Size Distribution	6	\$90		\$540
Grain Size Distribution	2	\$90		\$180
Organic Content	1	\$100		\$100
Organic Content	1	\$100		\$100
Atterberg Limits (plasticity)	1	\$150		\$150
Modified Proctor (moisture-density)	0	\$190		\$0
<b>LABORATORY TOTAL:</b>				<b>\$982</b>
<b>REVISED LABORATORY TOTAL:</b>				<b>\$1,326</b>

**ESTIMATED DIRECT EXPENSES:**

Mileage @ \$0.555/mile - Assume 4 round trips plus bridge toll	\$270
Mileage @ \$0.555/mile - 1 round trips plus bridge toll	\$70
Miscellaneous expenses (field supplies)	\$50
Laboratory Testing (detail to left)	\$982
Laboratory Testing (detail to left)	\$344
Drilling Subcontractor	\$0
Traffic Control Subcontractor	\$0
<b>TOTAL DIRECT EXPENSES:</b>	<b>\$1,302</b>
<b>TOTAL DIRECT EXPENSES:</b>	<b>\$1,716</b>

**PROJECT TOTALS AND SUMMARY:**

Kleinfelder Direct Salary Cost (DSC)	\$2,323
Kleinfelder Overhead (OH) at 192.81%	\$4,479
Profit Labor at 30% of DSC	\$697
Direct Expenses	\$1,716
<b>ORIGINAL ESTIMATED PROJECT TOTAL:</b>	<b>\$6,237</b>
<b>REVISED ESTIMATED PROJECT TOTAL:</b>	<b>\$9,214</b>

**Conditions/Assumptions:**

1. It is assumed that this 4,200-foot long section of trail will be at-grade, with cuts and fills less than about 2 feet. There will one culvert-undercrossing and one low (2-foot high) fill wall near project STA 607+00 only. If the DEA team identifies a need for other walls, bridges, or culverts along this section of trail, our scope and budget may need to be adjusted. Revision to our scope dated 11-25-13 assumes a Diamond Pier foundation supported bridge for the trail at Wetland G.
2. We will complete this scope of work on an hourly time and expense basis, not to exceed the project budget. If unanticipated conditions are revealed requiring a modification to our scope and budget, we will contact DEA for authorization before proceeding.
3. All hours and items are estimated, and may be increased or decreased within the limits of the budget at the discretion of the Kleinfelder project manager. The Kleinfelder project manager may also transfer funds allocated for direct costs to professional/technical hours, and vice-versa, as he determines appropriate.
4. All explorations will be dug by Kleinfelder personnel using hand-tools. Drill cuttings generated during our explorations will be distributed out in the wooded areas near each boring location. Site access permission and any required permits to complete this work will be obtained and provided to us by the City of Gig Harbor.
5. This work scope excludes identification or evaluation of potential presence or absence of hazardous or contaminated soil and ground water.
6. This work scope excludes geotechnical observation and consultation during construction.

**Exhibit G-1**  
**Subconsultants' Fee**

**Project Cost Estimate**  
**Geotechnical Engineering Support to David Evans Associates (DEA)**  
**Cushman Trail PHASE 4: 4,200-foot long trail on-grade (Wetland G crossing revision)**  
**Gig Harbor, Washington**

Kleinfelder Proposal No.: 133786  
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WORK TASK DESCRIPTION	PERSONNEL & 2013 DIRECT SALARY RATES								TOTAL HOURS	TOTAL AMOUNT
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Conduct the geotechnical site reconnaissance and hand exploration program (project engineer one full day in the field). Complete a series of (at least 4) hand borings to explore the near-surface soil and ground water conditions.		1	6						7	\$288
Prepare field boring logs and DCP soundings; assign/review geotechnical engineering laboratory testing.			1		1				2	\$59
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Prepare and submit a draft geotechnical engineering report		1	4			1	1		7	\$257
Update draft geotechnical engineering report for trail modification recommendations.		1	2			1	1		5	\$182
Address any review comments on the draft geotechnical engineering report, and issue a final geotechnical report stamped by a licensed professional engineer registered in the State of Washington.		0.5	2			0.5	0.5		3.5	\$128
Provide up to 4 hours of geotechnical engineering input to earthwork- and pavement-related plans and specifications		1	3						4	\$175
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<b>LABORATORY TOTAL:</b>				\$982
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4. All explorations will be dug by Kleinfelder personnel using hand-tools. Drill cuttings generated during our explorations will be distributed out in the wooded areas near each boring location. Site access permission and any required permits to complete this work will be obtained and provided to us by the City of Gig Harbor.
5. This work scope excludes identification or evaluation of potential presence or absence of hazardous or contaminated soil and ground water.
6. This work scope excludes geotechnical observation and consultation during construction.

**Exhibit G-3**

**Subconsultants' Overhead**



**Washington State  
Department of Transportation**  
**Paula J. Hammond, P.E.**  
Secretary of Transportation

**Transportation Building**  
310 Maple Park Avenue S.E.  
P.O. Box 47300  
Olympia, WA 98504-7300  
  
360-705-7000  
TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

March 8, 2012

Gloria Fulop, Administrative Services Supervisor  
Kleinfelder West, Inc.  
14710 NE 87<sup>th</sup> Street, Ste 100  
Redmond, WA 98052-3400

RE: Kleinfelder West, Inc. Overhead Schedules  
Fiscal Year End March 31, 2011

Dear Ms. Fulop:

We have completed a desk review of your overhead schedule for the above referenced fiscal year. Our review included the documentation provided by Kleinfelder West.

The schedule was audited by the O'Connor & O'Connor, LLP for compliance with Part 31 of the Federal Acquisition Regulations. O'Connor & O'Connor accepted an overhead rate for the year ended March 31, 2011, at 192.81% of direct labor.

The reviewed data included, but was not limited to; the schedule of the indirect cost rate, a description of the company, basis of accounting and description of the firm's accounting system and the basis of indirect costs.

Based on our work, we are issuing this letter of review establishing Kleinfelder West's overhead rate for the fiscal year ending March 31, 2011, at 192.81% of direct labor. Costs billed to actual agreements will still be subject to audit of actual costs.

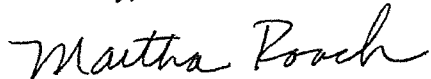
Please check with the WSDOT Consultant Services Office (HQ) and/or the WSDOT Area Consultant Liaison to determine when this reviewed rate will be applicable to your WSDOT agreement(s).

Also, remember that when you provide next year's overhead schedule to our office, you will also need to submit your *Compensation Analysis* for review. This analysis must be in compliance with the steps listed in the AASHTO Audit Guide, Chapter 7. We will need your *Compensation Analysis* in order to complete our review of your overhead schedule.

Ms. Fulop  
March 8, 2012  
Page 2

If you, or any representatives of Kleinfelder West, have any questions, please contact Martha Roach, Jeri Sivertson, or Steve McKerney at (360) 705-7003.

Sincerely,

A handwritten signature in cursive script that reads "Martha Roach".

Martha S. Roach  
Agreement Compliance Audit Manager

MR:ds  
Enclosure

cc: Steve McKerney, Director of Internal Audit  
Jeri Sivertson, Assistant Director of Internal Audit  
Larry Schofield, MS 47323  
File



### Certification of Final Indirect Costs

Firm Name: Kleinfelder

Indirect Cost Rate Proposal: 192.81%

Date of Proposal Preparation (mm/dd/yyyy): 08/03/2011

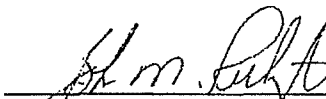
Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 04/01/2010 to 03/31/2011

*I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:*

1.) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.

2.) This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

*All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.*

Signature: 

Name of Certifying Official\* (Print): John Pilkington

Title: Sr. VP and CFO

Date of Certification (mm/dd/yyyy): 01/03/2012

\*The "Certifying Official" must be an individual executive or financial officer of the firm at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate for use under Agency contracts.

Ref. FHWA Directive 4470.1A available on line at:  
<http://www.fhwa.dot.gov/legisregs/directives/orders/44701a.htm>

**Kleinfelder**  
**Statement of Direct Labor, Fringe Benefits and General Overhead**  
**Year Ended March 31, 2011**

	PER COMPANY STATEMENT	ADJUSTMENTS	ADJUSTED STATEMENT	%	Unallowable Costs per FAR Section
<b>Direct Labor</b>	\$69,295,850	0	\$69,295,850	100.0000%	
<b>Fringe Benefits:</b>					
Vacation	10,213,082		10,213,082	14.7384%	
Sick	104,452		104,452	0.1507%	
Holiday	3,544,706		3,544,706	5.1153%	
Workers Compensation Insurance	1,833,370		1,833,370	2.6457%	
Medical and Life Insurance	11,426,878		11,426,878	16.4900%	
Employee Welfare and Development	151,060	3,688	154,748	0.2233%	Corporate allocation
Employers Share of FICA	10,560,090		10,560,090	15.2391%	
Unemployment and Disability Insurance	76,768		76,768	0.1108%	
<b>Total Fringe Benefits</b>	<b>37,910,406</b>	<b>3,688</b>	<b>37,914,094</b>	<b>54.7134%</b>	
<b>General Overhead:</b>					
Indirect Labor	45,910,600	(117,648)	45,792,952	66.0833%	31.205-6 & Bonus
Professional Fees	6,452,639	(636,021)	5,816,618	8.3939%	31.205-27 & 47
Communications	2,283,269		2,283,269	3.2950%	
Occupancy	13,314,142		13,314,142	19.2135%	
Office supplies and equipment	2,707,940		2,707,940	3.9078%	31.205-28
Insurance and Permits	4,769,131	28,258	4,797,389	6.9231%	31.205-19
Professional Activities	2,765,061	(1,009,954)	1,755,107	2.5328%	31.205-1;8 & 14
Employee Relocation & Recreation	979,564	(260,215)	719,349	1.0381%	31.205-13(b),35 & 51
Training	677,319		677,319	0.9774%	
Reproduction and Photography	1,044,450		1,044,450	1.5072%	
Vehicles	4,943,088	(1,752)	4,941,336	7.1308%	31.205-46
Travel	4,603,839	(228,772)	4,375,067	6.3136%	31.205-46
Publications	172,051		172,051	0.2483%	
Proposals	53,403		53,403	0.0771%	
Data Processing	4,097,919		4,097,919	5.9137%	
Taxes and Licenses	836,293		836,293	1.2068%	
Internal Allocations	(3,388,669)		(3,388,669)	-4.8901%	
Miscellaneous	1,283,078	(272,154)	1,010,924	1.4589%	31.205-15;16;28 & 43
Depreciation and Amortization	7,242,719	(3,641,834)	3,600,885	5.1964%	31.205-49
Bad Debts	585,274	(585,274)	0	0.0000%	31.205-3
Interest expense	3,170,430	(3,170,430)	0	0.0000%	31.205-20
Capitalized lease interest	0		0	0.0000%	
Allocation of corporate expenses		(12,049)	(12,049)	-0.0174%	See Notes
ESOP plan		1,102,781	1,102,781	1.5914%	See Notes
<b>Total General Overhead</b>	<b>104,503,540</b>	<b>(8,805,065)</b>	<b>95,698,475</b>	<b>138.1013%</b>	
<b>Total Fringe Benefits and Overhead Costs</b>	<b>\$142,413,946</b>	<b>(\$8,801,377)</b>	<b>\$133,612,569</b>	<b>192.8147%</b>	

The report of the independent certified public accountant and the notes to this statement are an integral part of this statement.

**ADJUSTMENTS TO STATEMENT OF DIRECT LABOR, FRINGE BENEFITS and GENERAL OVERHEAD**

**DIRECT and INDIRECT LABOR**

Included in the Company's direct labor base is the premium portion of overtime. The Company has elected not to reclassify this amount to other direct costs. (FAR31.201-4).

**OTHER ADJUSTMENTS**

Audit adjustments represent various costs unallowable by specific FAR Sections:

ESOP Plan	(\$1,102,781)	Passed from Corporate
Legal Litigation & Settlement Costs	\$636,021	31.205-27 & 47
Benefits adjustments	(3,688)	Adjusted to actual
Advertising and Contributions	1,009,954	31.205-1; 8 ;14
Bad Debts	585,274	31.205-3
Interest Expense	3,170,430	31.205-20
Allocation of Corporate Expenses	12,049	Various
Amortization of Goodwill	3,641,834	31.205-49
Meals & Entertainment	329,042	31.205-13(b), 35, 46 & 51
Other	405,593	31.205-15: 16: 19: 28: 43
Bonuses, less excess salaries	117,648	Passed from Corporate
	<u>\$8,801,377</u>	

**SUMMARY OF FRINGE BENEFIT AND OVERHEAD RATES**

The following represents the allowable rates incurred by the Company for the year ended March 31, 2011:

	<u>Home Office</u>
Fringe Benefit Rate	54.7134%
Overhead Rate	138.1013%
	-----
Total Combined Rate	<u>192.8147%</u>
	=====



**Business of the City Council  
City of Gig Harbor, WA**

**Subject:** Cushman Trail Phase 4 Restroom Building Design – Consultant Services Contract with Sitts & Hill Engineers, Inc.

**Proposed Council Action:** Approve and authorize the Mayor to execute the Consultant Services Contract with Sitts & Hill Engineers Inc. in the not-to-exceed amount \$8,697.25.

**Dept. Origin:** Public Works/Engineering

**Prepared by:** Stephen Misiurak, P.E. City Engineer *SM*

**For Agenda of:** December 9, 2013

**Exhibits:** Consultant Services Contract Scope and Fee

**Concurred by Mayor:**

**Approved by City Administrator:**

**Approved as to form by City Atty:**

**Approved by Finance Director:**

**Approved by Public Works Director:**

Initial &  
Date

*R 12-5-13*  
*emma 12/5/13*  
*DR 12/5/13*  
*JDX 12/5/13*

<b>Expenditure Required</b>	\$8,697.25	<b>Amount Budgeted</b>	See Fiscal Below	<b>Appropriation Required</b>	\$0
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**INFORMATION/BACKGROUND**

This contract provides for the design services for the preparation of final bid ready construction drawings for the new restroom facility, which will be constructed as part of the Cushman Trail improvement project. The location of this facility will be at the trailhead crossing at Borgen Blvd.

This work was initially included in the Cushman Trail Phase 3 & 4 WSDOT Local Agency Standard Consultant Agreement Supplement No. 1 with David Evans and Associates, Inc. However, due to state contracting requirements, this work has been contracted separately.

**FISCAL CONSIDERATIONS**

This project is funded through various grants and local matching funds. For Phase 3, the project is funded by grants through the Federal Highway Administration, Transportation, Community and System Preservation (TCSP) program, and the Congestion Management and Air Quality (CMAQ) program. For Phase 4, the project is funded by a state grant through the Washington Public Works Assistance Account (PWAA) and local funds. The budget summary for this item is provided in the table below.

**Phase 3 Budget –**

TCSP	\$652,000.00
CMAQ	\$663,000.00
Local Funds	\$548,000.00
	-----
Sub-Total	\$1,863,000.00

<u>Phase 4 Budget –</u>	
PWAA	\$1,200,000.00
Local Funds	\$100,000.00
Sub-Total	\$1,300,000.00
	-----
<u>Total Budget</u>	<u>\$3,163,000.00</u>

---

<u>Expenditures –</u>	
Lochner Contract	\$25,791.74
Lochner Supplement #1	\$53,396.84
DEA Contract	\$241,283.48
DEA Contract Suppl 1	\$40,969.18
Sitts and Hill Contract	\$8,697.25
<u>Remaining Budget</u>	<u>\$2,792,861.51</u>

**BOARD OR COMMITTEE RECOMMENDATION**

None.

**RECOMMENDATION/MOTION**

Approve and authorize the Mayor to execute a Consultant Services Contract with Sitts & Hill Engineers Inc. in a not-to-exceed amount of \$8,697.25 for the Cushman Trail Phase 4 Restroom Building Design – Consultant Services Contract with Sitts & Hill Engineers, Inc.

**PROFESSIONAL SERVICES CONTRACT**  
**(Architects, Engineers, Land Surveyors, Landscape Architects)**  
**BETWEEN THE CITY OF GIG HARBOR AND**  
**SITTS AND HILL ENGINEERS INC.**

---

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

**RECITALS**

WHEREAS, the City is presently engaged in the design services for the Cushman Trail Phase 4 Restroom Building and desires that the Consultant perform services necessary to provide the following consultation services; and

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

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

**TERMS**

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

2. **Payment.**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Eight Thousand Six Hundred Ninety-seven Dollars and Twenty-five Cents (\$8,697.25) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit A – Scope of Work**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit A**, unless the parties agree to a modification of this Contract, pursuant to Section 17 herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within forty-five (45) days of

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

4. **Duration of Work.** The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by March 1, 2015; provided however, that additional time shall be granted by the City for excusable days or extra work.

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

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

7. **Indemnification.**

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

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

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

8. **Insurance.**

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Consultant's own work including the work of the Consultant's agents, representatives, employees, subconsultants or subcontractors.

B. Before beginning work on the project described in this Agreement, the Consultant shall provide evidence, in the form of a Certificate of Insurance, of the following insurance coverage and limits (at a minimum):

1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and
2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employers liability, and
3. Professional Liability insurance with no less than \$1,000,000 per occurrence. All policies and coverages shall be by an 'A' rated



company licensed to conduct business in the State of Washington. If such coverage is written on a claims made form, 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 of Gig Harbor.

C. The Consultant is responsible for the payment of any deductible or self-insured retention that is required by any of the Consultant's insurance. If the City is required to contribute to the deductible under any of the Consultant's insurance policies, the Contractor shall reimburse the City the full amount of the deductible within 10 working days of the City's deductible payment.

D. The City of Gig Harbor shall be named as an additional insured on the Consultant's commercial general liability policy. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary in Section B. The City reserves the right to receive a certified and complete copy of all of the Consultant's insurance policies upon request.

E. Under this Agreement, the Consultant's insurance shall be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage with respect to defense and indemnity of the City only and no other party. Additionally, the Consultant's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

F. The Consultant shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Gig Harbor at least 30 days in advance of any cancellation, suspension or material change in the Consultant's coverage.

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

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

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

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

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

14. **Resolution of Disputes and Governing Law.**

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

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

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

CONSULTANT:  
Sitts and Hill Engineers Inc.

CITY OF GIG HARBOR  
ATTN: Stephen Misiurak

ATTN: Larry Lindell  
4815 Center Street  
Tacoma, WA 98409  
(253) 474-9449

City Engineer  
3510 Grandview Street  
Gig Harbor, WA 98335  
(253) 851-6170

**16. Subcontracting or Assignment.** The Consultant may not assign or subcontract any portion of the services to be provided under this Agreement without the express written consent of the City. If applicable, any subconsultants approved by the City at the outset of this Agreement are named on **Exhibit B** attached hereto and incorporated herein by this reference as if set forth in full.

**17. Entire Agreement.** This Agreement represents the entire integrated agreement between the City and the Consultant, superseding all prior negotiations, representations or agreements, written or oral. This Agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CONSULTANT

CITY OF GIG HARBOR

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Mayor Charles L. Hunter

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

## SITTS & HILL ENGINEERS, INC.

Professional Engineers and Planners  
4815 Center Street, Tacoma, WA 98409  
Telephone (253) 474-9449  
Fax (253) 474-0153

ROBERT J. DAHMEN, P.E.  
BRENT K. LESLIE, P.E.  
KATHY A. HARGRAVE, P.E.  
LARRY G. LINDELL, P.E.

December 4, 2013

CITY OF GIG HARBOR  
3510 Grandview Street  
Gig Harbor, Washington 98335

TO: Mr. Steve Misiurak, P.E.

SUBJECT: ***PROPOSAL FOR STRUCTURAL ENGINEERING SERVICES FOR NEW RESTROOM FACILITY FOR THE CUSHMAN TRAIL PROJECT, A CITY OF GIG HARBOR FACILITY LOCATED IN GIG HARBOR, WASHINGTON***

Dear Mr. Misiurak:

Sitts & Hill Engineers is pleased to present this proposal for structural engineering services for a new restroom facility; a two restroom and mechanical room building in Gig Harbor, Washington. Sitts & Hill Engineers has experience with similar projects throughout the Pacific Northwest. We are committed to providing the Project Team with a high level of responsiveness and service necessary to make this a cost effective and successful project.

This proposal includes our Project Description, Scope of Structural Engineering Services, Exclusions and a Summary of the Professional Services Fees.

### PROJECT DESCRIPTION

Sitts & Hill Engineers proposes to provide the structural engineering services associated with the new restroom building for the Cushman Trail. We have based our proposal on using the Maritime Pier Restroom as a prototype for this project.

The project will be designed to the requirements of the 2012 International Building Code with Washington State and local amendments.

### ASSUMPTIONS

We have made the following assumptions in the calculation of our engineering fees:

1. Foundations will be conventional spread footings with a nonstructural slab on grade.
2. The building will use the Maritime Pier Restroom building as a prototype. We have budgeted for two meeting with City of Gig Harbor for clarification of changes to the prototype base.
3. Our Scope includes coordination with the basic mechanical, basic lighting, and basic plumbing sufficient for a permit submittal. Electrical permits are assumed to be by contractor or Others.
4. Construction Support Services will be provided on an As Requested Basis. We do not assume extensive services and have provided a limited budgetary estimate.
5. Any exterior "Add Ons", such as steel trellises, sun shades, grid work, planter or banner supports are undefined at this time.

December 4, 2013  
Page 2 of 3

### **BASIC SCOPE OF ENGINEERING SERVICES**

Sitts & Hill Engineers understands the Scope of structural engineering services to be defined as follows. If Additional Items are required or excluded, please contact our office so that adjustments can be made to the proposed fee.

1. Meetings with the design team at the City of Gig Harbor offices.
2. Preparation of a Permit Submittal Package consisting of Cover Sheet; Floor, Foundation and Roof Framing Plans; Building Elevations; Building Section and associated Details sufficient for a permit submittal.
3. CAD drafting on AutoCAD sufficient for a permit submittal.
4. Specifications in the form of General Structural Notes. We have included technical specifications for the new restroom building.
5. Stamped structural calculation sufficient for submittal to the Building Department.
6. Permitting Phase will include coordination with the Building Department or review agency as required for permit submittal and the resubmittal of the structural construction documents, if required. We do not anticipate an extensive comment period for this project. We have budgeted for one meeting with the Building Department during this phase.

### **EXCLUSIONS FROM BASIC SCOPE OF ENGINEERING SERVICES**

The following are a list of Additional Services that, at your request, may be performed under a separate contract if necessary.

1. Our Scope of work will **not** include fences, site retaining walls or site structures that are separate from the primary structure.
2. A structural slab on grade or pile supported structure.
3. Construction substitutions may be considered as an Additional Service.
4. Approved changes requested by the contractor, owner or design build subcontractors will be billed on a Time and Materials basis.
5. Permitting services **not** specifically included in the Scope of Work.

December 4, 2013  
Page 3 of 3

**STRUCTURAL ENGINEERING FEES**

Basic structural engineering services are Time & Materials Basis and will be billed monthly.

**Basic Foundation Structural Engineering Services**

- 1. Permit submittal documents for Restroom \$8,697.25

We are prepared to begin work upon receipt of Authorization to Proceed. To assure clarity in matters of our mutual responsibilities, we incorporate our Standard General Conditions and Chargeout Rates, copies of which are attached. These documents, together with this proposal, shall form the basis of our contract for the work. This proposal is valid for a period of 120 days.

We appreciate this opportunity to submit this proposal. If you have any questions, please don't hesitate to contact our office.

Sincerely,

SITTS & HILL ENGINEERS, INC.



Larry G. Lindell, P.E.  
Principal

\_\_\_\_\_  
Authorization Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name / Title



**ENGINEERING SERVICES ESTIMATE  
PREPARED FOR:**

**EXHIBIT A**

FILE: 2013-12-04 GH - Engineering Estimate.xls  
 DATE: December 4, 2013  
 ESTIMATE BY: LGL

**Gig Harbor  
 Cushman Trail Rest Room  
 Gig Harbor, WA**

**SITTS & HILL ENGINEERS, INC.**  
 CIVIL ■ STRUCTURAL ■ SURVEYING  
 4815 CENTER STREET | TACOMA, WA 98409  
 PHONE: 253-474-9449 | FAX: 253-474-0153

**PROJECT: Cushman Trail Restroom**

DESCRIPTION		TOTAL COSTS
GENERAL TASKS		\$2,680.00
STRUCTURAL ENGINEERING DESIGN SERVICES		\$6,017.25
NOTES:		









SITTS & HILL ENGINEERS, INC.  
4815 Center Street  
Tacoma, Washington 98409

The following are representative charges:

CIVIL AND STRUCTURAL ENGINEERING DESIGN

Principal	\$ 141 - 143/Hour
Senior Project Manager	\$ 110 - 130/Hour
Project Manager	\$ 99 - 124/Hour
Project Architect	\$ 95 - 110/Hour
Engineer	\$ 63 - 124/Hour
Landscape Architect	\$ 115/Hour
Inspectors & Technicians	\$ 63 - 99/Hour

SURVEYING

Principal Land Surveyor	\$ 143/Hour
Survey Manager	\$ 121/Hour
Senior Project Surveyor	\$ 115 - 130/Hour
Project Surveyor	\$ 89 - 110/Hour
Survey Technician	\$ 63 - 95/Hour
Field Crew Chief	\$ 62 - 95/Hour
Field Crew Member	\$ 60 - 70/Hour
One Man Field Crew	\$ 110/Hour

SUPPORT PERSONNEL

CAD Technician	\$ 66 - 99/Hour
Administration	\$ 61 - 77/Hour

MISCELLANEOUS

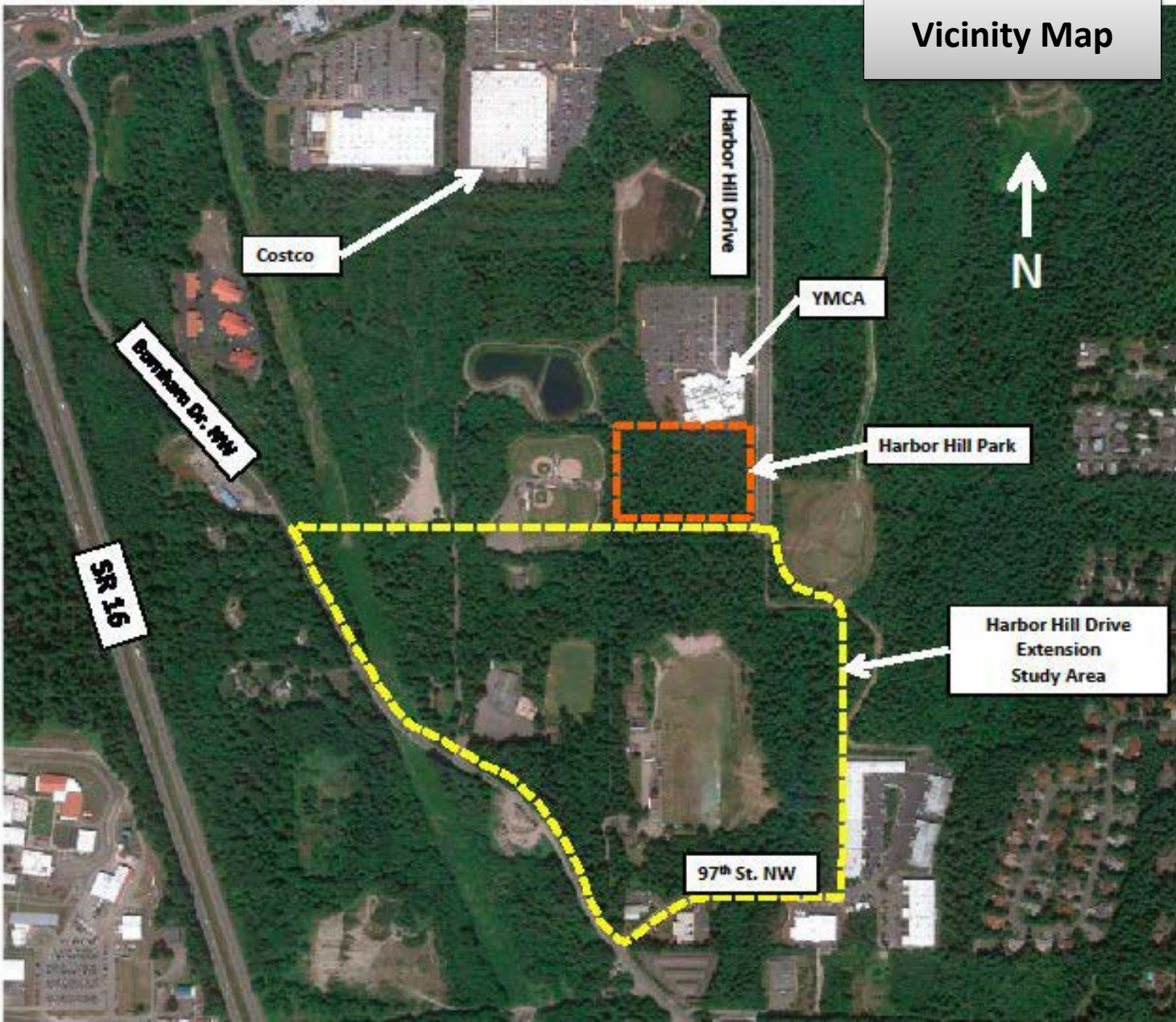
Mileage	\$ 0.56 per mile
Regular Materials (Stakes)	\$ 0.50 per unit
Special Materials	Cost Plus 15%
Subconsultants	Cost Plus 15%

CONSULTING ENGINEER AND COURT CASES

Principal	\$ 275/Hour
Engineer	\$ 225/Hour
Land Surveyor	\$ 225/Hour



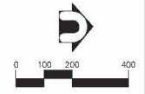
# Vicinity Map





# Alternatives Overview


SHEET NO.	TOTAL SHEETS
	XX



10/15/2013 1:35 PM A:\0205000000\JORDAN MASTER\13-07-0000\ALTERNATIVES.dwg

DRAWING NO.:	SURVEYED BY:				
DRAWN BY: SMH	DATE SURVEYED:				
DESIGNED BY: GEN/SMH	BOOK NO.:				
CHECKED BY: AMT					
DATE PLOTTED: JULY 2013					
	NO.	DATE	REVISION	BY	APPROVED




**City of Gig Harbor. The "Maritime City."**  
 DEPARTMENT OF PUBLIC WORKS  
 3510 Grandview Street  
 Gig Harbor, WA 98335  
 (253) 851-8145

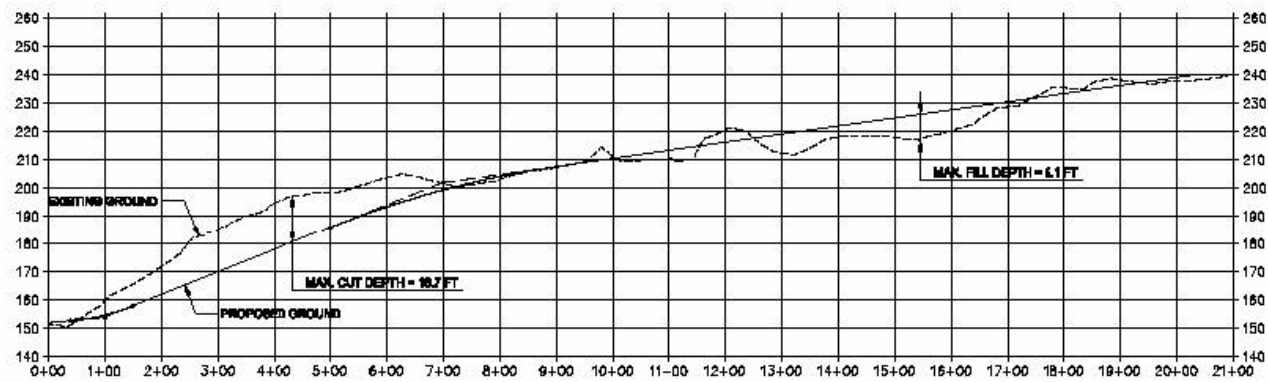

**DAVID EVANS AND ASSOCIATES, INC.**  
 3700 Pacific Hwy East, Suite 301  
 Fife, Washington 98424  
 Phone: 253.922.9780

**HARBOR HILL DRIVE EXTENSION  
 ALIGNMENT ALTERNATIVE EXHIBIT**  
  
**FIGURE 2  
 ALTERNATIVES OVERVIEW**

# Preferred Alternative D2



SHEET NO.	TOTAL SHEETS
7	7
EX-1	



DRAWING NO:	REVISIONS:		
DESIGN BY:	DATE APPROVED:		
DESIGNED BY:	BOOK NO.:		
CHECKED BY:			
DATE PLOTTED:			
REV. 001	NO.	DATE	REVISION



**City of Gig Harbor, The "Maritime City,"**  
 DEPARTMENT OF PUBLIC WORKS  
 2310 Grandview Street  
 Gig Harbor, WA 98328  
 (253) 851-8110

**DAVID EVANS  
AND ASSOCIATES, INC.**  
 1870 Pacific Hwy, Suite 100  
 P.O. Box 10000  
 Everett, WA 98203

HARBOR HILL DRIVE EXTENSION

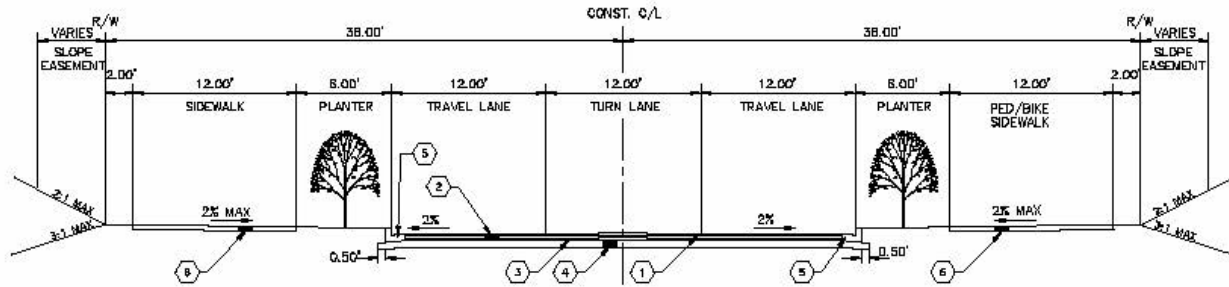
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PREFERRED ALTERNATIVE D2



# Typical Roadway Cross Section

SHEET NO.	TOTAL SHEETS
3	7
TS-1	



HARBOR HILL DRIVE ROADWAY SECTION  
NOT TO SCALE

**SURFACING LEGEND**

- |     |                                              |                                |
|-----|----------------------------------------------|--------------------------------|
| (1) | HMA CL 1/2", PG 64-22 BONDING COURSE         | 0.17" MIN COMPACTED DEPTH      |
| (2) | HMA CL 1/2", PG 64-22 LEVELING COURSE        | 0.17" MIN COMPACTED DEPTH      |
| (3) | CRUSHED SURFACING TOP COURSE                 | 0.20" MIN COMPACTED DEPTH      |
| (4) | CRUSHED SURFACING BASE COURSE                | 0.70" MIN COMPACTED DEPTH      |
| (5) | CONCRETE CONCRETE TRAFFIC CURB AND CUTTER    |                                |
| (6) | CONCRETE CONCRETE COVERED SIDEWALK/BIKE PATH | 0.50" CONCRETE OVER 0.50" CURB |

DRAWING NO:	SURVEYED BY:	DATE SURVEYED:	DESIGNED BY:	CHECKED BY:	DATE PLOTTED:



**City of Gig Harbor, The "Maritime City"**  
 DEPARTMENT OF PUBLIC WORKS  
 3310 Grandview Street  
 Gig Harbor, WA 98328  
 (206) 831-8140

**DAVID EVANS ASSOCIATES**  
 INC.  
 1600 Pacific Hwy, Ste 200  
 P.O. Box 10000  
 Everett, WA 98203

HARBOR HILL DRIVE EXTENSION

---

TYPICAL ROADWAY SECTION









**Business of the City Council  
City of Gig Harbor, WA**

**Subject:** Facility Use Agreement – Gig Harbor Canoe and Kayak Race Team

**Dept. Origin:** Public Works

**Proposed Council Action:** Authorize a facility use agreement for Gig Harbor Canoe and Kayak Race Team's use of the City's Jerisich Park and Skansie Brothers Park.

**Prepared by:** Jeff Langhelm *JL*

**For Agenda of:** December 9, 2013

**Exhibits:** Facility Use Agreement

	Initial & Date
<b>Concurred by Mayor:</b>	<i>CWP 12/5/13</i>
<b>Approved by City Administrator:</b>	<i>P 12-4-13</i>
<b>Approved as to form by City Atty:</b>	<i>VIA EMAIL 12/1/13</i>
<b>Approved by Finance Director:</b>	<i>CWP 12/4/13</i>
<b>Approved by Department Head:</b>	<i>JL 12/1/13</i>

<b>Expenditure Required</b>	\$0	<b>Amount Budgeted</b>	\$0	<b>Appropriation Required</b>	\$0
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**INFORMATION/BACKGROUND**

At a special council meeting on September 30, 2013, the Gig Harbor City Council authorized a land use application for the Gig Harbor Canoe and Kayak Race Team (GHCK) to place portable canoe and kayak storage racks at Jerisich Park or Skansie Brothers Park. On November 14, 2013 the City approved a Shoreline Management Substantial Development Permit Exemption for placement of the storage racks.

As part of the September 30 meeting Staff noted that terms and conditions for GHCK to operate at the Parks would be established in a facility use agreement. Preliminary terms and conditions were prepared by Staff and reviewed by GHCK, the City's Operations and Public Projects Committee and the City's Parks Commission. These terms and conditions, along with revisions from the initial presentation at the November 25 City Council meeting, were incorporated in to the attached facility use agreement for your consideration.

**FISCAL CONSIDERATION**

The City is not receiving monetary compensation for this use. Instead GHCK is prepared to provide public benefit activities as required by the proposed facility use agreement. Any future expenses necessary for maintenance activities due to GHCK impacts and related permit processing will be paid by GHCK.

**BOARD OR COMMITTEE RECOMMENDATION**

The terms and conditions of the Agreement were presented at the October 17, 2013 Operations and Public Projects Committee and the November 6, 2013 Parks Commission meetings. Comments provided at these meetings have been incorporated into the Agreement presented.

**RECOMMENDATION/MOTION**

Authorize a facility use agreement for Gig Harbor Canoe and Kayak Race Team's use of the City's Jerisich Park and Skansie Brothers Park.

**FACILITY USE AGREEMENT BETWEEN THE CITY  
OF GIG HARBOR AND GIG HARBOR CANOE AND  
KAYAK CLUB RACE TEAM**

THIS FACILITY USE AGREEMENT is entered into by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter referred to as the "City") and the Gig Harbor Canoe and Kayak Race Team, a State of Washington 501(C)(3) non-profit corporation (hereinafter referred to as "GHCK").

**W I T N E S S E T H**

WHEREAS, the City owns property located at 3207 Harborview Drive, Gig Harbor, WA (hereinafter referred to as the "Property"); and

WHEREAS, the Property encompasses both Jerisich Park and Skansie Brothers Park; and

WHEREAS, the City purchased and developed the Property with funding assistance from the Washington State Recreation and Conservation Office (hereinafter referred to as RCO); and

WHEREAS, GHCK previously stored its canoes and kayaks on a private parking lot adjacent to the Property and used the Property to launch the canoes and kayaks; and

WHEREAS, GHCK has proposed that it use the Property to locate portable boat storage racks to store ~~up to 75~~ their canoes and kayaks; and

WHEREAS, the City approved a Shoreline Management Substantial Development Permit Exemption on November 14, 2013 for the placement of GHCK portable boat storage racks on the Property; and

WHEREAS, the boat storage racks are portable because the City does not anticipate the Property will be a permanent location for the racks since the City's recent visioning process has identified the likely use by human-powered watercraft upon development of the City's Ancich Waterfront Park; and

WHEREAS, the City reserves the right to use the Property in coordination and consideration of GHCK schedule of events and programming; and

WHEREAS, the benefits derived by the public from GHCK activities as specifically detailed herein are sufficient that the City is willing to allow use of the public property; and

WHEREAS, GHCK is an official and highly competitive youth program that won the USA Canoe/Kayak Sprint National Championships in 2012 and again in 2013; and

WHEREAS, given the limitations on the use of the Property as generally described above and more specifically described in the Terms section of this Agreement, the parties hereto agree as follows:



## TERMS

1. Purpose. The purpose of this Agreement is to:
  - A. Identify the benefit provided to the public by GHCK for the right to operate on the Property; and
  - B. Establish the conditions of use for daily training activities by GHCK using portable boat storage racks.
2. RCO Approval. As a matter of RCO policy, the City must receive approval from RCO to allow a private use such as this on the Property.
3. Identification of the Property. The Property is outlined on the map marked Exhibit A, which is attached hereto and incorporated herein by this reference. In general, the Property includes both Jerisich Park and Skansie Brothers Park but excludes any use of the Skansie House and netshed. The legal assessors' description of the Property is:

Section 08 Township 21 Range 02 Quarter 21 PARCEL A DBLR 2004-06-02-5005 DESC AS FOLL COM AT NW COR SEC 8 TH S88°18'20" E ALG NLY LI SD SEC 1797.63 FT TO INTER OF ROSEDALE ST NW & HARBORVIEW DR NW TH S88°18 MIN 46 SEC E 35.31 FT TO EL.
4. Definitions. The definitions listed below shall be construed as specific to this Agreement:
  - A. Equipment: All equipment and related appurtenances used by GHCK, including, but not limited to, portable boat storage racks, watercraft, safety gear, and personal belongings.
  - B. Area of impact: The area covered by the boats while stored on the portable boat storage racks and plus the area necessary to maneuver boats on and off the portable boat storage racks.
5. Equipment.
  - A. Ownership and Responsibility. All equipment used by GHCK shall be furnished by GHCK and will remain the property of GHCK. Consequently the City is not responsible for lost, stolen, or damaged equipment. The placement and storage of equipment on the Property by GHCK shall be the responsibility, and at the sole risk of GHCK.
  - B. Storage. The City reserves the right to identify and modify the location of the portable boat storage racks at any time throughout the duration of the Agreement. No more than \*OPTION\* three \*OR\* four portable boat storage racks shall be allowed on the Property. The area of impact from the portable boat storage racks shall be minimized to the extent practical and shall not exceed 1,000 sq. ft.
  - C. Maintenance. Maintenance of equipment on the Property shall be limited to daily cleaning only and shall follow best management practices to minimize impacts to the Property and the environment. All repairs and other maintenance shall be performed off-site.

6. Non-Profit Status. GHCK shall provide proof of non-profit 501(C)(3) status prior to the effective date of this Agreement and shall retain this status throughout the term of the Agreement.
7. Property Maintenance. The City will maintain the Property except within the area of impact and where determined necessary by the City because of surface degradation due to GHCK use. In such circumstances GHCK shall be responsible to maintain the Property as directed by the City and responsible for all costs and permitting requirements.
8. Public Benefit Activities. The City recognizes the following activities for public benefit to both the participants and the general public as in kind compensation for use of the Property:
  - A. Direct benefits to the participating youth, including, safe, healthy, and physical activity, the opportunity to explore the harbor in human-powered watercraft, the opportunity to embrace Olympic ideals, and to represent our community and country in international competition;
  - B. Source of pride for the community;
  - C. Daily clean-up of Gig Harbor waters by GHCK;
  - D. Daily clean-up of the Property by GHCK;
  - E. Quarterly clean-up of Property beach to mean lower-low water by GHCK;
  - F. Yearly public presentation at the Property demonstrating the GHCK program and awards, participant skills, and local talent; and
  - G. Year-round interpretive display on, or adjacent to, the portable boat storage racks identifying the benefits of exercise and the skills of canoeists and kayakers.

Beginning in June 2014 GHCK shall provide the City a written report and supporting documentation of the required activities identified above performed by GHCK for the previous six month period. GHCK's failure to timely perform those activities may result in termination of the Agreement.

9. Limitation on Membership Use. GHCK shall limit the membership use of the Property to 45 members of the racing team and 15 members of the development team.
10. Use During Property Events. When non-GHCK events at the Property occur, the City may, in its sole discretion, require GHCK to cancel daily training activities and/or, if necessary, move equipment as directed by the City. If the City imposes this condition, the City will provide an advance notice of at least five (5) calendar days.
11. Supervision of Participating Members. Adult supervision by GHCK shall be required at all times on the Property when GHCK participating members are present. The adult(s) responsible for supervision shall be identified by GHCK to the City on an annual basis.
12. Moorage at Jerisich Dock. ~~\*OPTION\* GHCK shall follow the posted limitations regarding overnight moorage at Jerisich Dock. \*OR\*~~ Contrary to posted limitations, GHCK may moor up to two safety boats at Jerisich Dock continuously between October 1 and April 1 using vessel rafting methods. ~~If GHCK elects to moor any safety boat during this time period they shall pay the City a fee of \$300 for each month or partial month of moorage.~~ GHCK shall follow the posted limitation regarding overnight moorage at all other times of the year.

13. Duration and Notice of Termination. This Agreement shall not take effect until the date RCO provides its approval referenced in Section 2 above. Once effective, this Agreement shall remain in effect six (6) months from the date both parties execute the Agreement and shall continue in six-month increments until the City provides a three (3) month notice of termination in writing. GHCK may provide a written notice of termination at any time during the Agreement. In the event of emergency as determined by the Public Works Director, the City may terminate or suspend this Agreement. In such event, GHCK shall immediately remove all equipment, watercraft, and other personal property from the Property. Nothing herein shall obligate the City to enter into any additional Agreements or addenda with the GHCK in the future.
14. Conformance with Laws. The GHCK shall, at all times, keep current and comply with all conditions and terms of any permits, licenses, certificates, regulations, ordinances, statutes and other government rules and regulations regarding its use or occupancy of the Property. Each race at the Property that includes GHCK shall require a special event permit from the City.
15. Hold Harmless. GHCK agrees to defend, indemnify, and hold harmless the City, its officers, elected officials, employees and volunteers harmless from any and all claims, injuries, penalties, damages, losses or suits, including costs and attorney's fees, arising out of or in connection with the performance of this Agreement or GHCK's enjoyment of the Property, except for injuries or damages caused solely by the negligence of the City, its officers, officials, employees and volunteers. In the event of liability for injuries or damages which are the result of the concurrent negligence of the GHCK and City, each party shall be responsible only to the extent of its own negligence.
16. Insurance. At its own expense, GHCK shall procure and maintain for the duration of this Agreement, the insurance coverages and limits described in this Section. This insurance shall be issued by an insurance company or companies admitted and licensed by the Insurance Commissioner to do business in the State of Washington. Insurers must have a rating of B+ or better by "Best's Insurance Reports," or a comparable rating by another rating company acceptable to the City. If non-admitted or non-rated carriers are used, the policies must comply with chapter 48.15 RCW.

A. Type of Insurance. GHCK shall procure and maintain Commercial General Liability Insurance covering claims for bodily injury, personal injury, or property damage arising on the Property and/or arising out of the GHCK's operations. If necessary, commercial umbrella insurance covering claims for these risks shall be procured and maintained. Insurance must include liability coverage with limits not less than those specified below:

Each Occurrence                      \$1,000,000

General Aggregate Limit      \$2,000,000

The City may impose changes in the limits of liability if any of the following occurs:

- i. Upon a material change in the condition of the Property or any improvements; or
- ii. Upon any breach of the Sections in this Agreement relating to maintenance of equipment; or



iii. Upon a change in the Permitted Use.

New or modified insurance coverage shall be in place within thirty (30) days after changes in the limits of liability are required by the City.

B. Terms of Insurance. The policies required under Subsection A shall name the City of Gig Harbor as an additional insured. Furthermore, all policies of insurance described in this Section shall meet the following requirements:

- i. Policies shall be written as primary policies not contributing with and not in excess of coverage that the City may carry;
- ii. Policies shall expressly provide that such insurance may not be canceled or non-renewed with respect to the City except upon forty-five (45) days prior written notice from the insurance company to the City;
- iii. To the extent of the City's insurable interest, property coverage shall expressly provide that all proceeds shall be paid jointly to the City and the GHCK;
- iv. All liability policies must provide coverage on an occurrence basis; and
- v. Liability policies shall not include exclusions for cross liability.

C. Proof of Insurance. GHCK shall furnish evidence of insurance in the form of a Certificate of Insurance satisfactory to the City accompanied by a checklist of coverages provided by the City, executed by a duly authorized representative of each insurer showing compliance with the insurance requirements described in this Section, and, if requested, copies of policies to the City. GHCK acknowledges that the coverage requirements set forth herein are the minimum limits of insurance the GHCK must purchase to conform to this Section of the Agreement.

These limits may not be sufficient to cover all liability losses and related claim settlement expenses. Purchase of these limits of coverage does not relieve GHCK from liability for losses and settlement expenses greater than these amounts.

17. Modification or Waiver. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the parties.

18. Entire Agreement. The written provisions of this Agreement shall supersede all prior verbal statements of any officer or representative of the City, and such statements shall not be effective or be construed as entering into, forming a part of, or altering in any manner whatsoever, this Agreement.

19. Non-Waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such covenant, agreement or option, or any other covenant, agreement or option.

20. Notices. General notices required to be in writing under this Agreement shall be

sent by registered or certified mail as follows:

Gig Harbor Canoe and Kayak Race Team  
Terri Anderson  
GHCK President  
3225 Shawnee Drive  
Gig Harbor, WA 98335

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

Emergency contact information shall be provided to each party no later than the effective date of this Agreement.

21. Severability. If any section or provision of this Agreement shall be held by a court of competent jurisdiction to be unenforceable, this Agreement shall be construed as though such section or provision had not been included in it, and the remainder of the Agreement shall be enforced as the expression of the parties' intentions. If any section or provision of this Agreement is found to be subject to two constructions, one of which would render such section or provision invalid and one of which would render such section or provision valid, then the latter construction shall prevail.

IN WITNESS WHEREOF, the parties have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

Gig Harbor Canoe and Kayak Race Team

CITY OF GIG HARBOR

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: Mayor

STATE OF WASHINGTON                    )  
                                                          ) ss.  
COUNTY OF PIERCE                    )

I certify that I know or have satisfactory evidence that Charles L. Hunter is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Mayor of the City of Gig Harbor to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(print or type name)  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_



STATE OF WASHINGTON            )  
                                          ) ss.  
COUNTY OF PIERCE            )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of the Gig Harbor Canoe and Kayak Race Team to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(print or type name)  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

EXHIBIT A





Subject: Wastewater Treatment Plant (WWTP) Phase 2 Improvement Project – Amendment No. 1 – Task 4 Scope of Work.

Proposed Council Action: Approve and authorize the Mayor to execute Amendment No. 1 with Cosmopolitan Engineering Group, Inc. in the not-to-exceed amount of \$28,300 for a total amended contract amount of \$756,254.90.

Dept. Origin: Public Works Engineering
Prepared by: Stephen Misiurak, P.E. City Engineer
For Agenda of: December 9, 2013
Exhibits: Amendment No. 1, Exhibit A - Scope of Work, Exhibit B – Schedule Acceleration, and Financial Summary

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Public Works Director:

Approved by City Engineer:

Initial & Date

Handwritten initials and dates for each approval step, including 'By Email 12-3-13'.

Table with 6 columns: Expenditure Required, Amount, Budgeted, Appropriation Required, and \$0.

INFORMATION / BACKGROUND

The current WWTP Phase 2 Consultant Services Contract features a single bid package to construct the laboratory/operations building and the mechanical components. This work would be performed simultaneously under a general contractor with multiple subcontractors of varying specialties.

The contract amendment provides for the separation out of the one contract bid specification package into a laboratory/operations building and a mechanical bid package. By separating out the originally specified single bid package into two bid packages, it is anticipated that the City will realize an overall construction cost savings in excess of \$100,000, as the laboratory/operations building bidding and construction award can occur in the late spring, where more favorable and competitive bidding climate exists.

Additionally, it is anticipated that a typical general contractor markup, related to the laboratory/operations building construction, will not be factored into the overall bid price since the contractor selected will most likely be an experienced building contractor that could fully complete all the building components.

FISCAL CONSIDERATION

See the attached Budget Estimate Summary sheet dated 12/2/2013.

BOARD OR COMMITTEE RECOMMENDATION

N/A

**RECOMMENDATION / MOTION**

**Move to:** Approve Consultant Service Contract Amendment No. 1 with Cosmopolitan Engineering Group, Inc. in the not-to-exceed amount of \$28,300.00.

**FIRST AMENDMENT  
TO  
CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
COSMOPOLITAN ENGINEERING GROUP, INC.**

THIS FIRST AMENDMENT is made to that certain Consultant Services Contract dated July 9, 2013, (the "Agreement"), by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Cosmopolitan Engineering Group, Inc., a corporation organized under the laws of the State of Washington (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in completing the design and the permitting of the Waste Water Treatment Plant Phase 2 Project and desires to expand consultation services in connection with the project; and

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

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

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

**Section 2. Compensation.** Section 2(A) of the Agreement is amended to increase compensation to the Consultant for the work to be performed as described in **Exhibit A** in an amount not to exceed Seven Hundred Fifty-Six Thousand, Two Hundred Fifty-Four Dollars and Ninety Cents (\$756,254.90), as shown in **Exhibit B**, attached to this Amendment and incorporated herein,

**Section 3. Duration of Work.** Section 4 of the Agreement is amended to extend the duration of this Agreement to March 1, 2015.

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

IN WITNESS WHEREOF, the parties have executed this Amendment on this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

CONSULTANT

CITY OF GIG HARBOR

By: \_\_\_\_\_  
Its Principal

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney



EXHIBIT A

CITY OF GIG HARBOR  
AMENDMENT #1 – SCOPE OF WORK  
PHASE II IMPROVEMENTS DESIGN

**INTRODUCTION**

The Phase II Improvements will be the second of two phases for the WWTP 20-year upgrade/expansion plan. The Phase I Improvements provided the necessary facilities for the City to comply with the NPDES (WA002395-7) permitted 1.6 mgd maximum monthly average flow capacity and loading capacity of 3,680 lbs/day BOD and 3,680 lbs/day TSS. Phase II will provide additional improvements to comply with 2.4 mgd maximum monthly average flow capacity.

The basis for the Phase II Improvements to be designed under this scope of work is the 2003 *Wastewater Treatment Plant Improvements Engineering Report* (Cosmopolitan Engineering Group and H.R. Esvelt Engineering; approved by Washington Department of Ecology [WDOE] May 2010) and the WDOE-approved *Facility Plan*, approved prior to the *Engineering Report*.

**PROJECT LIMITS AND GENERAL PROJECT DESCRIPTION**

This scope of work describes the necessary tasks to complete the permitting, design, preparation of final bid ready construction documents, and public outreach for the Phase II WWTP Improvements. As with Phase I, the simultaneous integration and coordination between technical design, aesthetic design and project costs will be of critical importance during the design phase. Of additional importance is the requirement for continued operation of the WWTP during construction of the Phase II Improvements. It is estimated that it will take ten (10) months to complete the design phase of work and according to schedule, this project will be ready of formal bidding in April 2014.

This scope of work includes assumptions for the physical parameters for the Phase II WWTP Improvements, including the following description, and more specific items included under the task and subconsultant descriptions.

We understand the City of Gig Harbor would like to construct the Phase II WWTP Improvements, and Cosmopolitan Engineering Group will lead the process to complete the permitting, design, and completion of bid ready construction documents that will include major new facility components consisting of (see Exhibit B):

- New ultraviolet (UV) disinfection.
- New plant laboratory/operations building, including staff offices (ADA compliant) and basement storage and records retention area.
- Add a second floor space and bridge crane to the existing shop building.
- New vector waste dewatering and decant facility.

- New effluent pumping and utility water system.
- Upgrade process and digester aeration system.
- Basin modifications.
- Electrical control systems, including Instrumentation and Controls (I&C).
- Update server capabilities for the WWTP (if required) for remote operation by smart phone or PC.
- In-plant Pump Station Control Integration (I&C)
- Refurbish and recoat clarifiers #2 and #3.
- Provide an additional screen in Headworks Building.
- Add a structure over the existing chlorine chamber.
- Provide pitched roof over the existing flat roof on the Blower Building, and clean up exterior CMU wall.
- New heat recovery coils and piping for heat recovery.
- Concrete channel modifications.
- Additional walkway, grating, and handrails for the UV system.
- New treadmill.
- Diffusers on Aeration Basins #1 and #3.
- New covers for the Distribution Box
- Covers on all digester basins for odor control, plus odor control units for covered basins.
- Air Bridge relocation for Digester #1, new aeration in Digester #4.
- Paint the existing generator set.
- New Terra-Lift Telehandler.
- New catwalk and stairs to Clarifier #3 (north and south).
- New clarifier weir covers.
- Storage space in the Shop Building mezzanine to include bolt pins, shelves, and organizers. Laboratory/Operations Building basement storage for city-wide paper records retention.
- Energy audit report for Public Works Board and Peninsula Light Company.

Additionally, this scope of work includes taking the lead role in seeking and responding to the City of Gig Harbor Design Review Board (DRB) comments, if required, and achieving approval for the final architectural building(s) layout and features, as well as the procurement of all required permits. Design Team Structure/Consultant Roles and Responsibilities for this project are as described in Exhibit C. As shown on the Organization Chart in Exhibit C, the Cosmopolitan-led Design Team will work with Parametrix, Inc. as an extension of the City staff to make sure the project proceeds efficiently and the finished product meets the needs of the City and complies with all the requirements of WDOE.



## **TASK 4 – Schedule Acceleration**

**Objective:** In order to accelerate a portion of the design to take advantage of the most favorable time of year to bid projects, the design team will separate the current contracted Scope of Services into two separate and standalone design and bid packages, described as the Laboratory/Operations Building package and the Mechanical package, and will accelerate the design of the Laboratory/Operations Building package.

**Approach:** Activities under this task will include the following elements:

**Design Development Submittal (60%):** This submittal will include the preparation of the plans, specifications, and cost estimate:

- Draft general drawings.
- Civil design of the temporary erosion control measures, including TESC Plan and notes, site demolition, site grading and paving, and site utilities. All sidewalk and other pedestrian areas shall be ADA compliant and built to the Standards as contained in Chapter 1510 of the WSDOT Design Manual.
- Mechanical design of the building plumbing and HVAC systems.
- Structural design of the building foundation and architectural design of the building.
- Electrical design layout of the building power and lighting.
- Coordination with instrumentation and control design.
- Draft technical specifications of major equipment.
- Provide opinion of probable construction costs, stamped by a registered Professional Engineer.
- Submit 60% plans and specifications to the City for final review and comment.
- Attend one 60% submittal review meeting with the City at their office to review City comments, followed by a debrief meeting.

### **Draft Contract Documents (90%):**

- Incorporate City review comments.
- Refine the design of the mechanical, electrical, civil, structural, and architectural design elements and details.
- Finalize opinion of probable construction costs.
- Submit 90% plans and specifications to the City for final review and comment.
- Attend one 90% submittal review meeting with the City at their office to review City comments.

**Bid Contract Documents (100%):**

- Finalize plans and specifications and submit to the City for one final review and incorporate any remaining comments into the final bid package prior to public bid processing.
- Bidding assistance, preparation and distribution of all response addenda and RFIs, as needed via builders exchange services.

***Assumptions:***

- Laboratory and operations building is not required to be LEED certified if under 5,000 sf.
- Fire sprinkler system for the Laboratory/Operations Building is not required.
- Specifications will be in CSI style, 48 Division format (most recent CSI format).
- Consultant to prepare all Supplemental Conditions, Technical Specifications, and Contract Drawings.
- Consultant to prepare Invitation to Bidders and review City front-end documents for consistency.
- The City will provide review comments to Cosmopolitan Engineering Group within one week of submission of these documents. Comments will be compiled by the City in one MS Word or Excel document.
- City will make the record drawings of the Phase I WWTP Improvements available to bidders.

***Deliverables:***

**Design Development Submittal (60%):**

- Three half-sized (11x17) sets of 60% plans and specifications and one full-size (22x34) set of plans (see Exhibit F, Preliminary Drawing List).
- Opinion of probable construction costs.
- Tabulated basis of design matrix.
- Architectural and landscape rendering developed from basis of design for presentation to Design Review Board, City Council, and potential Public Meetings.
- Meeting minutes.
- Recommended foundation strategy for the building.

**Draft Contract Documents (90%):**

- Three half-sized (11x17) sets of 90% plans and specifications and one full-size (22x34) set of plans, paper only.
- Submit building design drawings and structural calculations to the City for Building and Grading Permits approval.

- Final opinion of probable construction costs.
- Design memo outlining changes/additions to the 60% submittal.

**Bid Documents (100%):**

- Submit one electronic set and one paper set of contract documents, including plans, specifications, and opinion of probable construction costs. The Final Design Documents also include the following: full-size stamped plans; an AutoCAD 3D 2014 and PDF format disc that contains supporting files, including plot files, shape files, fonts, basemap file, and all survey base model information, and reference files; an electronic Word file of specifications along with one camera-ready 8.5-inch by 11-inch printed file.
- Cosmopolitan to be responsible for cross checking all of the subconsultants design specifications and drawings for completeness and integration into the final comprehensive final bid specifications packet
- Reports, including electronic format, can be submitted upon request.



EXHIBIT B

Gig Harbor WWTP Phase 2 Preliminary Schedule  
Revised November 18, 2013

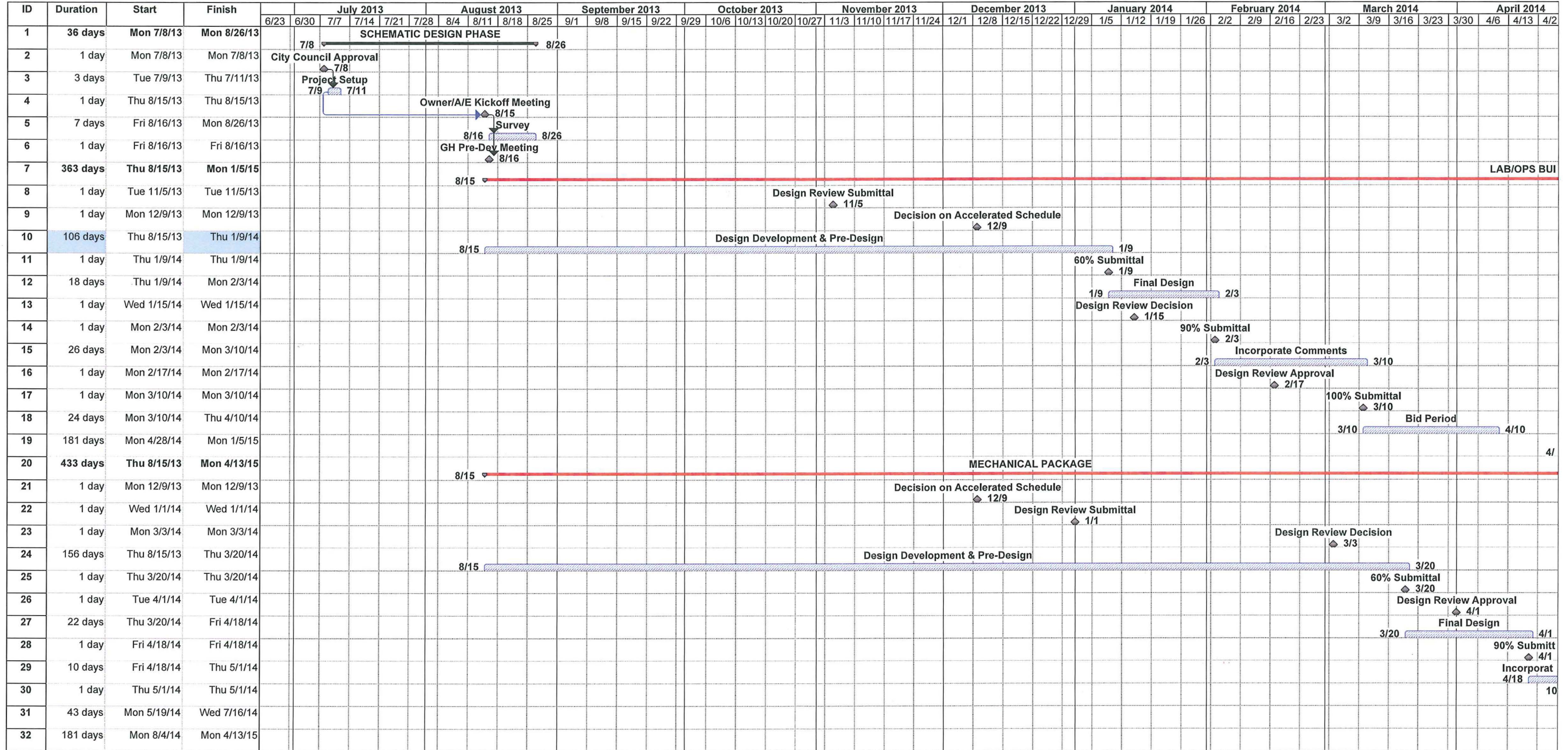
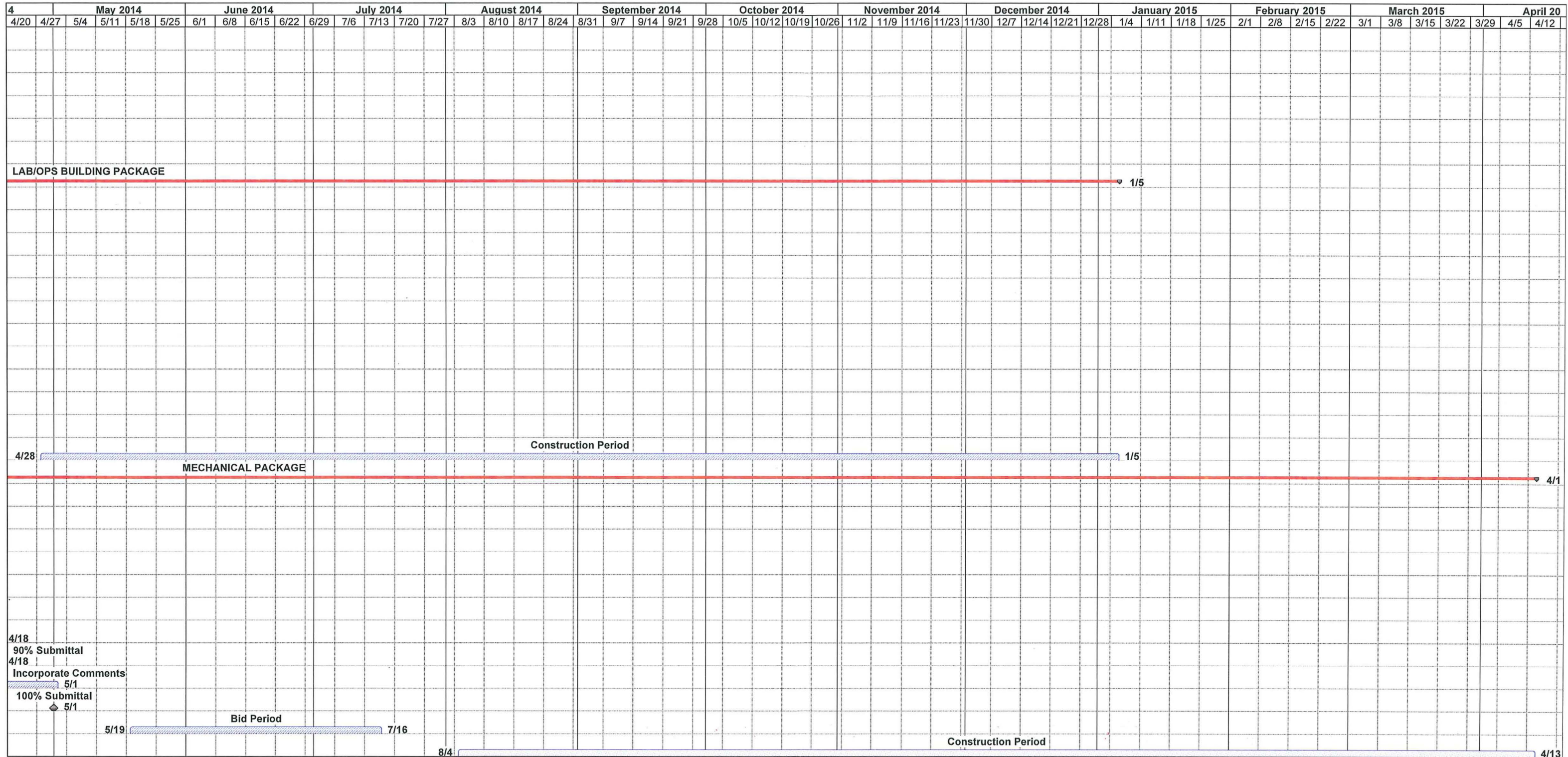




EXHIBIT 2  
Gig Harbor WWTP Phase 2 Preliminary Schedule  
Revised November 18, 2013





City of Gig Harbor  
Phase II WWTP Improvements, Design  
Budget Worksheet (As of 7/2/13, FINAL, with 30% Design Submittal Eliminated)(Task 4 - Schedule Acceleration added 11/19/13)

Firm	Cosmopolitan Engineering Group					H.R. Esvell Engineering			Structural Research Co.			BCRA											
	Employee	Prin.	Engr.	CAD	Adm/WP	Exp.	HRE	CAD	Exp.	GDE	Engr.	CAD	PM	Arch II	Land Use	Int. Des.	Admin.	L.A. IV	L.A. II	L.A. I	HVAC	Cost Est.	Exp.
Hourly Rate	\$165.00	\$150.00	\$120.00	\$95.00			\$165.00	\$70.00		\$150.00	\$120.00	\$70.00	\$130.00	\$100.00	\$100.00	\$85.00	\$120.00	\$150.00	\$115.00	\$95.00	\$125.00	\$115.00	
<b>Task</b>																							
1 - Project Management	120	164			120	\$650.00	30						40	80			12	8					
1.1 - Project Management Services																							
1.2 - Environmental Compliance and Permitting																							
2 - Geotechnical Engineering	2	6			4	\$20.00																	
3 - Design	20	234	166		120	\$6,340.00	654	314	\$1,090.00	662	357	284	70	240	8	50	80	17	32	76	112	55	\$5,000.00
3.1 - DD & Pre. Design (60% Design)																							
3.2 - Final Design (90% and 100% Design)																							
3.3 - Bidding and Contractor Selection																							
4- Schedule Acceleration	16		24		24	\$2,000.00				16	40	40	30.75						16	7	18		
<b>Subtotal, Tasks 1-3 - Hours</b>	142	404	166		244		684	314		662	357	284	110	320	8	50	92	25	32	76	112	55	
<b>Subtotal, Tasks 1-3 - Cost</b>	\$23,430.00	\$60,600.00	\$19,920.00		\$23,180.00	\$9,010.00	\$112,860.00	\$21,980.00	\$1,090.00	\$99,300.00	\$42,840.00	\$19,880.00	\$14,300.00	\$32,000.00	\$800.00	\$4,250.00	\$11,040.00	\$3,750.00	\$3,680.00	\$7,220.00	\$14,000.00	\$6,325.00	\$5,000.00
<b>Subtotal, Task 4 - Hours</b>	16		24		24	\$2,000.00				16	40	40	30.75						16	7	18		
<b>Subtotal, Task 4 - Cost</b>	\$2,640.00		\$2,880.00		\$2,280.00	\$2,000.00				\$2,400.00	\$4,800.00	\$2,800.00	\$4,000.00						\$1,840.00	\$680.00	\$1,980.00		
<b>Subtotal, Tasks 1-3 by Consultant</b>			\$136,140.00				\$135,930.00			\$162,020.00									\$102,365.00				
<b>Subtotal, Tasks 1-3, Inc. 5% Mark-up on Subs</b>			Cosmo Blended Multiplier = 2.66				\$142,726.50			\$170,121.00									\$107,483.25				
<b>Subtotal, Task 4 by Consultant</b>			\$9,800.00							\$10,000.00									\$8,500.00				

Firm	Richard Sample Engineering					HWA GeoSciences						
	Employee	Rich S.	Jon M.	RSE-CAD	AIA-CAD	Exp.	Prin.	Engr	Geo	CAD	Admin	Exp.
Hourly Rate	\$140.00	\$130.00	\$90.00	\$90.00		\$180.00	\$130.00	\$110.00	\$75.00	\$71.00		
<b>Task</b>												
1 - Project Management												
1.1 - Project Management Services												
1.2 - Environmental Compliance and Permitting												
2 - Geotechnical Engineering						4	62	20	6	2	\$2,776.00	
3 - Design	332	367	403	158	\$6,195.00							
3.1 - DD & Pre. Design (60% Design)												
3.2 - Final Design (90% and 100% Design)												
3.3 - Bidding and Contractor Selection												
4- Schedule Acceleration												
<b>Subtotal, Tasks 1-3 - Hours</b>	332	367	403	158		4	62	20	6	2		
<b>Subtotal, Tasks 1-3 - Cost</b>	\$46,480.00	\$47,710.00	\$36,270.00	\$14,220.00	\$6,195.00	\$720.00	\$8,060.00	\$2,200.00	\$450.00	\$142.00	\$2,776.00	
<b>Subtotal, Tasks 1-3 by Consultant</b>			\$150,875.00				\$14,348.00					
<b>Subtotal, Tasks 1-3, Inc. 5% Mark-up on Subs</b>			\$158,418.75				\$15,065.40					

**Total, Phase II WWTP Improvements, Design Tasks 1-3** **\$729,954.90** **Includes 5% Mark-up on Sub-Consultants**

**Total, Phase II WWTP Improvements, Design Task 4** **\$28,300.00** **Includes No Mark-up on Sub-Consultants**

Task 5 - Phase II Construction Services To be budgeted following Phase II - 90% Design Review  
Planning level estimate of \$260,500 for Phase II Construction Services plus \$10,000 allowance for 3rd party QA/QC



WWTP Phase 2 Expansion Budget Estimate Summary (CSSP-1205)

December 2, 2013

Design		Allocated Funds	Obligated funds	Project Balance
Design Services	Cosmopolitan Engineering Group	\$756,255	\$82,534	\$673,721
Design Review Services	Parametrix, Inc.	\$133,233	\$29,288	\$103,945
HDR UV Study		\$10,000	\$7,691	\$2,309
City Engineering Staff Time	City of Gig Harbor	\$10,000	\$0	\$10,000
<i>subtotal</i>		\$909,488	\$119,513	\$789,975

Construction		Allocated Funds	Obligated funds	Project Balance
<b>Project Management</b>				
Project Management	Cosmopolitan Engineering Group-Estimate	\$250,925	\$0	\$250,925
	Parametrix-Estimate	\$247,767	\$0	\$247,767
Material Testing	Estimate	\$50,000	\$0	\$50,000
Project Assistance				\$0
SCADA Design & Programming		\$50,000		\$50,000
Cultural Resource Consultants				\$0
Surveying Services				\$0
Grette & Associates		\$8,682	\$3,186	\$5,496
City Engineering Staff Time	City of Gig Harbor	\$10,000	\$0	\$10,000
<i>subtotal</i>		\$617,374	\$3,186	\$614,188

Construction		Allocated Funds	Obligated funds	Project Balance
Maximum Avail for Construction Contracts Lab/Ops Plus Mechanical		\$3,868,138		\$3,868,138
10% contingency		\$600,000		\$600,000
Permitting				\$0
				\$0
				\$0
City Building Permit Fees		\$5,000		\$5,000
<i>subtotal</i>		\$4,473,138	\$0	\$4,473,138

<b>Total Estimated Design &amp; Construction Costs</b>	<b>\$6,000,000</b>	<b>\$122,699</b>	<b>\$5,877,301</b>
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Funding Sources	
PWTF Loan	\$4,845,850
City Funds	\$1,154,150

<b>Total Funding</b>	<b>\$6,000,000</b>
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**Business of the City Council  
City of Gig Harbor, WA**

**Subject:** Public Hearing and Resolution Adopting the Six-Year Transportation Improvement Program (TIP) 2014-2019

**Proposed Council Action:** Approve the attached resolution adopting the 2014-2019 Six-Year Transportation Improvement Program (TIP).

**Dept. Origin:** Public Works/Engineering  
**Prepared by:** Emily Appleton *EA 12.2.13*  
 Senior Engineer  
**For Agenda of:** December 9, 2013  
**Exhibits:** Resolution, Map, Six-Year TIP 2014-2019 (Exhibit A)

	Initial & Date
<b>Concurred by Mayor:</b>	<i>CLH 12/4/13</i>
<b>Approved by City Administrator:</b>	<i>R 12-3-13</i>
<b>Approved as to form by City Atty:</b>	<i>OK per email 12-2-13</i>
<b>Approved by Finance Director:</b>	<i>CF 12/3/13</i>
<b>Approved by Department Head:</b>	<i>Jan 12/9/13</i>

Expenditure	Amount	Appropriation
Required 0	Budgeted 0	Required 0

**INFORMATION / BACKGROUND**

RCW 35.77.010 requires that local agencies prepare and adopt a comprehensive transportation program for the ensuing six calendar years that is consistent with the agency's comprehensive plan. This is commonly referred to as the Six-Year Transportation Improvement Program (TIP) and is required to be submitted annually to the state secretary of transportation. The criteria for receiving state and federal transportation project funding require the receiving agency to have a current approved Six-Year TIP. While a TIP represents the anticipated projects over a six-year period, the projects undertaken in any given year are subject to the annual budget deliberation process.

In 2008, the City completed a rigorous capacity analysis of the City's roadway system which evaluated the future levels of service at intersections and capacity on roadway segments. From this analysis, a project list was developed and that addressed estimated future problem areas. This analysis is summarized in a Technical Memorandum, titled: "Final Analysis of Gig Harbor Six-Year Transportation Improvement Projects (TIP) and Preliminary Recommendations" dated July 15, 2008.

In 2010, the City completed another rigorous analysis which evaluated the future levels of service at specific intersections in the vicinity of the SR16/ Burnham/ Borgen Interchange. This analysis is documented in the report entitled: "Gig Harbor SR16/ Burnham/ Borgen Interchange Transportation Study Final Report" dated June 2010. The report recommended several projects that are components of the SR16/ Burnham/ Borgen Interchange long term project currently listed in the Transportation Element of the City of Gig Harbor Comprehensive Plan.

The conclusions from the 2008 and 2010 analyses, the approved Six-Year TIP from 2013 and the approved 2013 Budget serve as the basis for the attached 2014-2019 Six-Year TIP. The changes include removing completed projects from the TIP, shifting the project priorities up maintaining the same order, and updating the phase start dates, program costs and expenditure schedules to incorporate the adopted 2013 budget information and funding estimates and to balance annual projected expenditures.

**FISCAL CONSIDERATION**

Adoption of the Six-Year Transportation Improvement Program does not directly affect the City's finances. The fiscal impacts will be reviewed during the annual budgeting process and discussed during future Transportation Impact Fee schedule updates.

Depending upon the availability of funds and other considerations, at any time the Council may elect to fund more or fewer projects, and/or change project priorities.

**BOARD OR COMMITTEE RECOMMENDATION**

The proposed 2014-2019 Six-Year TIP was presented at the regularly scheduled Operations and Public Committee Meeting on November 21, 2013. The committee discussed the updates and recommended that the priority of the "Burnham Drive/Harbor Hill Drive Intersection Improvements" be shifted from No. 8 to No. 3 in order to directly follow priority No. 2, "Harbor Hill Drive Extension". This change has been incorporated into the attached Six-Year TIP and map.

**RECOMMENDATION / MOTION**

**Move to:** Staff recommends Council approve the attached Resolution adopting the Six-Year Transportation Improvement Program (2014-2019).

**RESOLUTION NO. 947**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ADOPTING A SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM AND DIRECTING THE SAME TO BE FILED WITH THE STATE SECRETARY OF TRANSPORTATION AND THE TRANSPORTATION IMPROVEMENT BOARD.**

---

**WHEREAS**, pursuant to the requirements of Chapters 35.77 and 47.26 RCW, the City Council of the City of Gig Harbor has previously adopted a Comprehensive Transportation Plan and Transportation Improvement Program, including an arterial street construction program, and thereafter periodically modified said comprehensive transportation program by resolution, and

**WHEREAS**, the City Council has reviewed the work accomplished under the said Program, determined current and future City street and arterial needs, and based upon these findings has prepared a Six-Year Transportation Improvement Program for the ensuing six (6) calendar years, and

**WHEREAS**, a public hearing was held on the said Six-Year Transportation Improvement Program on December 9, 2013, and

**WHEREAS**, the City SEPA responsible official made an amended determination of non-significance for the adoption or implementation of the Six-Year Transportation Improvement Program,

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:**

Section 1. Program Adopted. The Six-Year Transportation Improvement Program for the City of Gig Harbor, as revised and extended for the ensuing six (6) calendar years (2014-2019 inclusive), a copy of which is attached hereto and incorporated herein by this reference as if fully set forth herein, which Program sets forth the project location, type of improvement and the estimated cost thereof, is hereby adopted and approved.

Section 2. Filing of Program. Pursuant to Chapter 35.77 RCW, the City Clerk is hereby authorized and directed to file a copy of this resolution forthwith, together with the attached hereto, with the Secretary of Transportation and a copy with the Transportation Improvement Board for the State of Washington.

RESOLVED this 9<sup>th</sup> day of December, 2013.

APPROVED:

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CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

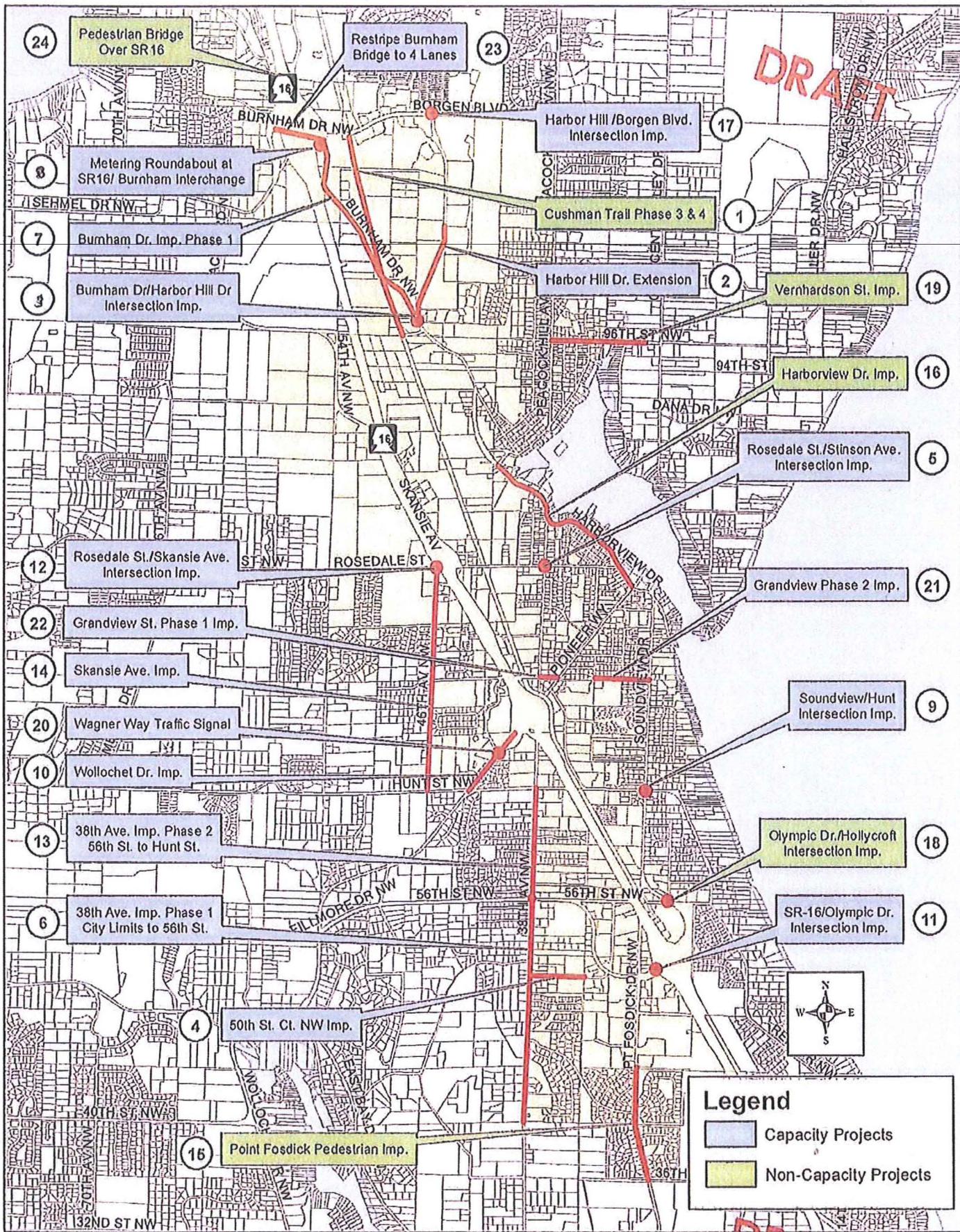
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CITY CLERK, MOLLY TOWSLEE

FILED WITH THE CITY CLERK: 12/04/13  
PASSED BY THE CITY COUNCIL: 12/09/13  
RESOLUTION NO. 947



EXHIBIT A



6-Year Transportation Improvement Program  
2014 - 2019



**DRAFT**



## Six Year Transportation Improvement Program From 2014 to 2019

Agency: Gig Harbor

County: Pierce

MPO/RTPO: PSRC

Y Inside

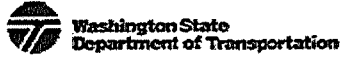
N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00	1	/ 11WA(026) Cushman Trail - Phases 3 (96th to Burnham) and 4 (Burnham to Borgon) Generally within TPU right-of-way 96th Street to Burnham Drive Construct the final mile of a six mile non-motorized regionally significant trail through Gig Harbor generally along the alignment of existing Tacoma Public Utility right-of-way. Phase 3 begins where the trail currently ends at 96th Street and continues north ~1/3 mile, to Burnham Drive. Phase 4 begins at Burnham Drive and continues north ~2/3 mile, connecting to a trailhead at Borgon Boulevard. Restrooms and public parking will also be provided. When completed, trail users will be able to traverse the north-south City limits and access businesses, shopping, transit facilities, libraries, parks, residential neighborhoods and the new regional hospital.	GIG-8					28		0.300	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	CN	2014	CMAQ	663,000		0	250,000	913,000
S	CN	2014	Discretionary	552,200		0	1,405,000	1,957,200
<b>Totals</b>				<b>1,215,200</b>		<b>0</b>	<b>1,655,000</b>	<b>2,870,200</b>

Expenditure Schedule						
Phase	1st	2nd	3rd	4th	5th & 6th	
ALL	2,870,200	0	0	0	0	0
<b>Totals</b>	<b>2,870,200</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**DRAFT**



**Six Year Transportation Improvement Program  
From 2014 to 2019**

Agency: Gig Harbor

County: Pierce

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Terminals F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16	2	Harbor Hill Drive Extension Harbor Hill Drive Terminus to Burnham Drive Complete the extension of Harbor Hill Drive to Burnham Drive. Developer funded.	WA-05019					01	C G P S T W	0.500	EA	Yes

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2014		0		0	800,000	800,000
P	RW	2015	Discretionary	300,000	OTHER	300,000	400,000	1,000,000
P	CN	2015	Discretionary	3,000,000	PWTF	3,000,000	2,180,000	8,180,000
<b>Totals</b>				<b>3,300,000</b>		<b>3,300,000</b>	<b>3,380,000</b>	<b>9,980,000</b>

Phase	1st	2nd	3rd	4th	5th & 6th
PE	750,000	50,000	0	0	0
RW	0	1,000,000	0	0	0
CN	0	4,000,000	4,180,000	0	0
<b>Totals</b>	<b>750,000</b>	<b>5,050,000</b>	<b>4,180,000</b>	<b>0</b>	<b>0</b>



**DRAFT**



## Six Year Transportation Improvement Program From 2014 to 2019

Agency: Gig Harbor

County: Pierce

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	3	Burnham Drive/Harbor Hill Dr Intersection Improvements Burnham Drive/Harbor Hill Drive to Improvements for intersection control at new intersection once Harbor Hill Drive is constructed through to Burnham Drive. Current concept is a modern roundabout.	WA-05021					03	CG OPS TW		CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2016		0		0	300,000	300,000
P	CN	2017	STP(U)	500,000	TIB	500,000	900,000	1,900,000
<b>Totals</b>				<b>500,000</b>		<b>500,000</b>	<b>1,200,000</b>	<b>2,200,000</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	300,000	0	0	0
CN	0	0	1,900,000	0	0
<b>Totals</b>		<b>0</b>	<b>300,000</b>	<b>1,900,000</b>	<b>0</b>

**DRAFT**



**Six Year Transportation Improvement Program  
From 2014 to 2019**

Agency: Gig Harbor

County: Pierce

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
19	4	50th St Ct NW Improvements Phase 2 50th St Ct NW west of Olympic Drive to 38th Street Construct new 2-lane roadway with curb, gutter and sidewalks on one or both sides along with street illumination, on-street parking and associated storm water improvements.	WA-05013					03	GPSTW	0.500	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2015		0	PWTF	150,000	0	150,000
P	CN	2015		0	TIB	750,000	0	750,000
<b>Totals</b>				<b>0</b>		<b>900,000</b>	<b>0</b>	<b>900,000</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	150,000	0
CN	0	0	0	0	500,000
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>150,000</b>	<b>500,000</b>

**DRAFT**



## Six Year Transportation Improvement Program From 2014 to 2019

Agency: Gig Harbor

County: Pierce

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	5	Rosedale and Stinson Intersection Improvements Rosedale Drive and Stinson Ave. to Construct left turn pocket on south leg Stinson for left turns onto WB Rosedale. Construct right-turn only lane on north leg of Stinson to WB Rosedale.	WA-05017					03	C P S T		CE	No

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2018		0		0	30,000	30,000
P	CN	2019		0		0	250,000	250,000
<b>Totals</b>				<b>0</b>		<b>0</b>	<b>280,000</b>	<b>280,000</b>

Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	30,000
CN	0	0	0	0	250,000
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>280,000</b>

**DRAFT**



**Six Year Transportation Improvement Program  
From 2014 to 2019**

Agency: Gig Harbor

County: Pierce

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	6	38th Ave Improvements Phase 1 38th Avenue City Limits to 56th Street Complete design and construction of 2/3-lane section with turn pockets, bicycle lanes, curbs and gutters on one or both sides, landscaped planter strips, sidewalk, storm sewer improvements, provisions for future lighting.	WA-05018	12/09/13				03	CG OPS TW	1.000	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2017		0	TIB	900,000	0	900,000
P	CN	2019		0	TIB	8,900,000	0	8,900,000
Totals				0		9,800,000	0	9,800,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	900,000	0	0	0	0
CN	0	8,900,000	0	0	0
<b>Totals</b>	<b>900,000</b>	<b>8,900,000</b>	<b>0</b>	<b>0</b>	<b>0</b>

**DRAFT**



**Six Year Transportation Improvement Program  
From 2014 to 2019**

Agency: Gig Harbor

County: Pierce

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	7	Burnham Drive Phase 1 Burnham Drive Harbor Hill Dr Extension to SR-16 Interchange Reconstruction, including minor widening, turn lanes, curbs, gutters, sidewalks, storm sewer improvements, landscaped planter strips and lighting.	WA-05020					03	CGOPS	1.000	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2017	STP(U)	400,000	TIB	335,000	400,000	1,135,000
P	RW	2018		0		0	500,000	500,000
Totals				400,000		335,000	900,000	1,635,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	35,000	600,000	500,000
RW	0	0	0	0	500,000
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>35,000</b>	<b>600,000</b>	<b>1,000,000</b>

**DRAFT**



**Six Year Transportation Improvement Program  
From 2014 to 2019**

Agency: Gig Harbor

County: Pierce

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16	8	Metering Roundabout at Sr16/Burnham Interchange Burnham Drive to Install metering at the westbound approach (Burnham bridge) of the roundabout located at westbound SR16/Burnham Interchange.	WA-05039					06			CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2017		0		0	85,000	85,000
P	CN	2017		0		0	300,000	300,000
<b>Totals</b>				<b>0</b>		<b>0</b>	<b>385,000</b>	<b>385,000</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	75,000	0
CN	0	0	0	300,000	0
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>375,000</b>	<b>0</b>





## Six Year Transportation Improvement Program From 2014 to 2019

Agency: Gig Harbor

County: Pierce

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	9	Soundview and Hunt Intersection Improvement Soundview Drive and Hunt Street to Construct new traffic signal at the intersection with associated left turn pockets.	WA-05022					05	C P T		CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2017		0		0	120,000	120,000
P	CN	2017		0		0	600,000	600,000
<b>Totals</b>				0		0	720,000	720,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	120,000	0
CN	0	0	0	600,000	0
<b>Totals</b>	0	0	0	720,000	0

**DRAFT**



**Six Year Transportation Improvement Program  
From 2014 to 2019**

Agency: Gig Harbor

County: Pierce

MPO/RTPO: PSRC

Y Inside

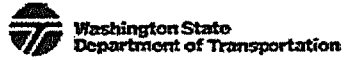
N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16	10	Wollochet Drive Improvements Wollochet Drive to Widen roadway to provide for 11 foot lanes, bicycle lanes, sidewalks, landscaping and illumination.	WA-05023					04	C G P S T W	0.050	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2019		0		0	60,000	60,000
<b>Totals</b>				0		0	60,000	60,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	60,000
<b>Totals</b>	0	0	0	0	60,000

**DRAFT**



**Six Year Transportation Improvement Program  
From 2014 to 2019**

Agency: Gig Harbor

County: Pierce

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
14	11	SR 16/Olympic Drive Intersection Improvements  to Widen to provide exclusive right-turn lane on each approach. Convert one existing through-lane on west approach to shared through-left turn lane. Adjust signal phasing as appropriate.	WA-05025					04			CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2018		0		0	125,000	125,000
P	CN	2019		0	OTHER	350,000	350,000	700,000
<b>Totals</b>				<b>0</b>		<b>350,000</b>	<b>475,000</b>	<b>825,000</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	125,000
CN	0	0	0	0	700,000
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>825,000</b>

**DRAFT**



**Six Year Transportation Improvement Program  
From 2014 to 2019**

Agency: Gig Harbor

County: Pierce

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Term/In F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	12	Rosedale St NW/Skansie Ave Intersection Improvements Rosedale St NW/Skansie Ave. to Widen to provide left-turn lanes on east and west approaches.	WA-05026					05	CG OPS TW		CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2019		0		0	25,000	25,000
<b>Totals</b>				<b>0</b>		<b>0</b>	<b>25,000</b>	<b>25,000</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	25,000
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>25,000</b>

**DRAFT**



## Six Year Transportation Improvement Program From 2014 to 2019

Agency: Gig Harbor

County: Pierce

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	13	38th Ave Improvements Phase II 38th Avenue 56th Street to Hunt Street Complete design and construction of a 2/3-lane section with left turn pockets, bicycle lanes, curbs, gutters, landscaped planter strip and sidewalk on east side only, storm sewer improvements.	WA-05027					03	C G O P S T W	0.050	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2017		0	PWTF	430,000	50,000	480,000
P	CN	2019		0	TIB	4,800,000	0	4,800,000
<b>Totals</b>				<b>0</b>		<b>5,230,000</b>	<b>50,000</b>	<b>5,280,000</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	50,000	430,000
CN	0	0	0	0	2,800,000
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>50,000</b>	<b>3,230,000</b>

**DRAFT**



**Six Year Transportation Improvement Program  
From 2014 to 2019**

Agency: Gig Harbor

County: Pierce

MPO/RTPO: PSRC

Y Inside

N Outside

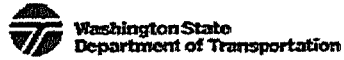
Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	14	Skansle Avonuo Improvements Skansle Avenue Rosedale Street to Hunt Street Minor widening to provide curb, gutter, storm sewer improvements, bicycle lane and sidewalks on both sides of street.	WA-05028					03	C P T	1.000	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2019		0		0	430,000	430,000
<b>Totals</b>				<b>0</b>		<b>0</b>	<b>430,000</b>	<b>430,000</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	430,000
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>430,000</b>



**DRAFT**



**Six Year Transportation Improvement Program  
From 2014 to 2019**

Agency: Gig Harbor

County: Pierce

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	15	Pt. Fosdick Pedestrian Improvements Pt. Fosdick Drive Harbor Country Drive to 36th Street Add sidewalk and bioswale along Pt. Fosdick Drive.	WA-05032					06	CGPT	0.050	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2014		0	OTHER	120,000	55,000	175,000
P	CN	2014		0		0	575,000	575,000
<b>Totals</b>				<b>0</b>		<b>120,000</b>	<b>630,000</b>	<b>750,000</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	175,000	0	0	0	0
CN	575,000	0	0	0	0
<b>Totals</b>	<b>750,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**DRAFT**



**Six Year Transportation Improvement Program  
From 2014 to 2019**

Agency: Gig Harbor

County: Pierce

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Term/Ini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	16	Harborview Drive Improvements Harborview Drive N. Harborview Drive to Pioneer Drive Downtown surface improvements and beautification project. Provide widened sidewalks, landscaping and pedestrian benches at key intersections.	WA-05033					06	CGPT	1.000	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2014		0		0	50,000	50,000
S	CN	2014		0	TIB	230,000	0	230,000
<b>Totals</b>				<b>0</b>		<b>230,000</b>	<b>50,000</b>	<b>280,000</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	50,000	0	0	0	0
CN	230,000	0	0	0	0
<b>Totals</b>	<b>280,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**DRAFT**



**Six Year Transportation Improvement Program  
From 2014 to 2019**

Agency: Gig Harbor

County: Pierce

MPO/RTPO: PSRC

Y Inside

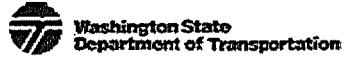
N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	17	Harbor Hill and Borgen Intersection Improvements Harbor Hill Dr and Borgen Blvd to Construct right-turn slip lane from EB Borgen Blvd to SB Harbor Hill Drive. Construct right-turn slip lane from NB Harbor Hill Drive to EB Borgen Blvd. Developer funded.	WA-05016					05			CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2015		0		0	70,000	70,000
P	CN	2016		0		0	600,000	600,000
<b>Totals</b>				<b>0</b>		<b>0</b>	<b>670,000</b>	<b>670,000</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	70,000	0	0	0
CN	0	0	600,000	0	0
<b>Totals</b>	<b>0</b>	<b>70,000</b>	<b>600,000</b>	<b>0</b>	<b>0</b>

**DRAFT**



**Six Year Transportation Improvement Program  
From 2014 to 2019**

Agency: Gig Harbor

County: Pierce

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termin F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
14	18	Olympic/Hollycroft Intersection Improvements Olympic Drive and Hollycroft to Convert existing 2-way traffic on spur street that connects Olympic to Hollycroft in the SE quadrant of the intersection to one-way NB. Angled parking to be added to spur to support the park to the SE of the spur.	WA-05030					03	C P T		CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2018		0		0	2,000	2,000
P	CN	2019		0		0	24,000	24,000
<b>Totals</b>				<b>0</b>		<b>0</b>	<b>26,000</b>	<b>26,000</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	2,000
CN	0	0	0	0	24,000
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>26,000</b>

**DRAFT**



**Six Year Transportation Improvement Program  
From 2014 to 2019**

Agency: Gig Harbor

County: Pierce

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	19	Vernhardson Street Improvements Vernhardson Street City Limits to Peacock Hill Avenue Pavement restoration and/or overlay, storm sewer, curbs, gutters and sidewalk(s), bicycle lanes (each of N. Harborview Drive).	WA-05031					05	CP STW	0.340	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2018		0		0	50,000	50,000
<b>Totals</b>				0		0	50,000	50,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	375,000
<b>Totals</b>	0	0	0	0	375,000

**DRAFT**



**Six Year Transportation Improvement Program  
From 2014 to 2019**

Agency: Gig Harbor

County: Pierce

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Terminals F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	20	Wagner Way/Wollochet Intersection Traffic Signal  Wagner Way to Wollochet Drive Traffic signal at Wollochet Drive and Wagner Way.	WA-05035					06	CGPST	0.010	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2014		0		0	50,000	50,000
P	CN	2014		0		0	450,000	450,000
<b>Totals</b>				<b>0</b>		<b>0</b>	<b>500,000</b>	<b>500,000</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	50,000	0	0	0	0
CN	450,000	0	0	0	0
<b>Totals</b>	<b>500,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**DRAFT**



**Six Year Transportation Improvement Program  
From 2014 to 2019**

Agency: Gig Harbor

County: Pierce

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	21	Grandview Phase 2 Improvements Grandview Street Soundview Drive to McDonald Avenue Road (including sidewalk), storm water and lighting improvements.	WA-05036					03	CG OPS TW	0.020	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2018		0		0	240,000	240,000
<b>Totals</b>				<b>0</b>		<b>0</b>	<b>240,000</b>	<b>240,000</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	240,000
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>240,000</b>



**DRAFT**



**Six Year Transportation Improvement Program  
From 2014 to 2019**

Agency: Gig Harbor

County: Pierce

MPO/RTPO: PSRC

Y Inside

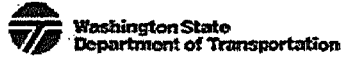
N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	22	Grandview Phase 1 Improvements Grandview Street Stinson Avenue to Pioneer Way Road (including sidewalks), stormwater and lighting improvements.	WA-05037					03	CG OPS TW	0.010	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2018		0		0	120,000	120,000
<b>Totals</b>				0		0	120,000	120,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	120,000
<b>Totals</b>	0	0	0	0	120,000

**DRAFT**



**Six Year Transportation Improvement Program  
From 2014 to 2019**

Agency: Gig Harbor

County: Pierce

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16	23	Restripe Burnham Bridge to 4 Lanes Burnham Drive SR16 E/B Off-Ramp to SR16 W/B Off-Ramp Restripe Burnham Drive bridge between the roundabouts so there are 4 through lanes (2 in each direction).	WA-05040					06		0.250	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2019		0		0	92,000	92,000
<b>Totals</b>				0		0	92,000	92,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	92,000
<b>Totals</b>	0	0	0	0	92,000

**DRAFT**



**Six Year Transportation Improvement Program  
From 2014 to 2019**

Agency: Gig Harbor

County: Pierce

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00	24	Pedestrian Bridge Over SR16 None to Pedestrian bridge over SR16 in the vicinity of the Burnham Drive Interchange. This project is in conjunction with restriping the Burnham Drive bridge to 4 lanes.	WA-05041					32		0.050	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2018		0		0	500,000	500,000
Totals				0		0	500,000	500,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	500,000
Totals	0	0	0	0	500,000

	Federal Funds	State Funds	Local Funds	Total Funds
Grand Totals for Gig Harbor	5,415,200	20,765,000	12,438,000	38,618,200



Subject: Resolution No. 948 - Authorizing an Interlocal Agreement with Pierce County amending the Countywide Planning Policies to Incorporate Criteria for the Designation of Centers of Local Importance.

Dept. Origin: Planning Department

Prepared by: Lindsey Sehmel Senior Planner

Handwritten initials 'LS' in a circle

For Agenda of: December 9, 2013

Exhibits: Resolution with exhibits

Proposed Council Action: Adopt Resolution No. 948 authorizing the Mayor to execute an Interlocal Agreement for Amendments to the Pierce County Countywide Planning Policies

Initial & Date

Concurred by Mayor:

Handwritten: CCH 12/2/13

Approved by City Administrator:

Handwritten: 12-2-13

Approved as to form by City Atty:

Handwritten: via email 11/26

Approved by Finance Director:

Handwritten: N/A

Approved by Department Head:

Handwritten: JK 12/2/13

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required. Values: 0, 0, 0.

INFORMATION / BACKGROUND

Pierce County has requested the City pass a resolution authorizing the Mayor to execute an interlocal agreement adopting amendments to the Pierce County Countywide Planning Policies (CPPs) to Incorporate Criteria for the Designation of Centers of Local Importance.

In general, the amendments to the CPPs incorporating criteria for the establishment of Centers of Local Importance addresses inconsistencies between Vision 2040 and the CPPs. Vision 2040 categorizes varying degrees of centers as areas of concentrated employment and/or housing within urban growth areas which serve as the hubs of transit and transportation systems.

Amendments to the Pierce County Countywide Planning Policies will be effective once the interlocal agreement is ratified by 60 percent of the jurisdictions in Pierce County representing 75 percent of the total population.

**FISCAL CONSIDERATION**

None

**BOARD OR COMMITTEE RECOMMENDATION**

The Planning and Building Committee was informed of the pending amendments to the CPP and recommended staff prepare the item for the December 9<sup>th</sup> meeting, allowing Councilmember Young to participate in Council considerations due to his extended involvement with PCRC.

**RECOMMENDATION / MOTION**

Adopt resolution authorizing the Mayor to execute the Interlocal Agreement for Amendments to the Pierce County Countywide Planning Policies.

**RESOLUTION NO. 948**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ACKNOWLEDGING ITS APPROVAL OF A PROPOSED AMENDMENT TO THE PIERCE COUNTY COUNTYWIDE PLANNING POLICIES FOR SETTING GUIDELINES IN THE ESTABLISHMENT OF CENTERS OF LOCAL IMPORTANCE AS RECOMMENDED BY THE PIERCE COUNTY REGIONAL COUNCIL; AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH PIERCE COUNTY AND THE CITIES AND TOWNS OF PIERCE COUNTY, RATIFYING PIERCE COUNTY'S AMENDMENT OF CHAPTER 19D.240 OF THE PIERCE COUNTY CODE, "PIERCE COUNTY COUNTYWIDE PLANNING POLICIES".**

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WHEREAS, the Pierce County Regional Council (PCRC) was created in 1992 by interlocal agreement among the cities and towns of Pierce County and Pierce County, and charged with responsibilities, including: serving as a local link to the Puget Sound Regional Council, promoting intergovernmental cooperation, facilitating compliance with the coordination and consistency requirements of the Growth Management Act (Chapter 36.70A RCW) and the Regional Transportation Planning Organization (Chapter 47.80 RCW), and developing a consensus among jurisdictions regarding the development and modification of the Countywide Planning Policies; and

WHEREAS, the Pierce County Countywide Planning Policies (CPPs) are written policy statements which are to be used solely for establishing a countywide framework from which the County and municipal comprehensive plans are developed and adopted; and

WHEREAS, the framework is intended to ensure that the County and municipal comprehensive plans are consistent; and

WHEREAS, the County adopted its initial CPPs on June 30, 1992; and

WHEREAS, the GMA requires the adoption of multi-county planning policies for the Puget Sound Region; and

WHEREAS, the Puget Sound Regional Council (PSRC) membership is comprised of central Puget Sound counties (King, Pierce, Snohomish and Kitsap), cities and towns, ports, tribes, and transit agencies; and

WHEREAS, the PSRC is the regional authority to adopt multi-county

planning policies; and

WHEREAS, the PSRC adopted VISION 2040 at its May 2008 General Assembly meeting; and

WHEREAS, VISION 2040 is the central Puget Sound region's multi-county planning policies; and

WHEREAS, the Pierce County Countywide Planning Policies are required to be consistent with VISION 2040; and

WHEREAS, the Pierce County Growth Management Coordinating Committee (GMCC) is a technical subcommittee to the Pierce County Regional Council (PCRC), and the GMCC includes staff representatives from the County and the cities and towns within Pierce County; and

WHEREAS, Centers of Local Importance, as depicted through VISION 2040, represents the lowest level of Centers allowed to be established in local jurisdictions; and

WHEREAS, the GMCC met in 2012 and 2013 to develop and refine policy language to set guidelines in the establishment of Centers of Local Importance with the Cities and Towns of Pierce County; and

WHEREAS, the GMCC completed its package of recommendations reflected in the proposed amendment language to the PCRC at its January 24, 2013 meeting; and

WHEREAS, the PCRC, based upon the recommendation from the GMCC and its own discussions, recommended approval of the proposal at its March 21, 2013 meeting; and

WHEREAS, Pierce County, the lead agency for these amendments, conducted an environmental review of the proposed amendments to the Pierce County Countywide Planning Policies pursuant to RCW 43.21C and a Determination of Nonsignificance was issued on June 26, 2013; and

WHEREAS, amendments to the Pierce County Countywide Planning Policies must be adopted through amendment of the original interlocal agreement or by a new interlocal agreement ratified by 60 percent of member jurisdictions in Pierce County representing 75 percent of the total population; and

WHEREAS, an Interlocal Agreement entitled "Amendments to the Pierce County Countywide Planning Policies" has been developed for this purpose, and is attached hereto as Exhibit "B"; and



WHEREAS, the City Council finds that it is in the public interest to authorize the Mayor to execute the interlocal agreement; Now, Therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON,  
HEREBY RESOLVES AS FOLLOWS:

Section 1. The Gig Harbor City Council hereby acknowledges its approval of the amendments to the Pierce County Countywide Policies recommended by the Pierce County Regional Council, which are attached hereto as Exhibit "A" and incorporated herein by reference.

Section 2. The Mayor is hereby authorized to execute the Interlocal Agreement, attached hereto as Exhibit "B," and by this reference incorporated herein, thereby ratifying the attached amendments to the Pierce County Countywide Planning Policies.

RESOLVED this 9th day of December, 2013.

CITY OF GIG HARBOR

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Mayor Charles L. Hunter

ATTEST/AUTHENTICATED:

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Molly Towslee, City Clerk

APPROVED AS TO FORM:  
Office of the City Attorney

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Angela Summerfield, City Attorney

FILED WITH THE CITY CLERK: 12/02/13  
PASSED BY THE CITY COUNCIL: 12/09/13  
RESOLUTION NO: 948

1 All text shown below is new.

2  
3

4 **Centers of Local Importance (CoLI) – Page 60:**

5

6 ***Introduction language***

7 CoLIs are designated for the purpose of identifying local centers and activity nodes that are  
8 consistent with VISION 2040's Multi-county Planning Policies. Such areas promote compact,  
9 pedestrian-oriented development with a mix of uses, proximity to diverse services, and a variety  
10 of appropriate housing options, or be in an established industrial area.

11

12 **Rural Areas – Page 62:**

13

14 Rur-21. A CoLI may be located in a rural designated area.

15

16 21.1 A CoLI within a rural area shall encompass similar design features as  
17 identified in UGA-48 through UGA-52.

18

19 21.2 To be officially recognized, a CoLI within a rural area shall meet the same  
20 implementation strategy/process as set forth in UGA-53 through UGA-55.

21

22 **Starting on Page 81:**

23

24 ***Introduction language***

25 CoLIs are designated for the purpose of identifying local centers and activity nodes that are  
26 consistent with VISION 2040's Multicounty Planning Policies. Such areas promote compact,  
27 pedestrian-oriented development with a mix of uses, proximity to diverse services, and a variety  
28 of appropriate housing options, or be in an established industrial area.

29

30 **Urban Growth Areas - Page 104:**

31

32 ***Centers of Local Importance (CoLI)***

33 ***Concepts and Principles***

34

35 UGA-49. A CoLI may be located in either an urban or rural area, and shall include activities  
36 that provide a focal point or sense of place for a community and its surrounding  
37 area.

38

39 ***Design Features of CoLIs***

40

41 UGA-50. A CoLI is characterized by a concentration of land uses or activities that provide a  
42 sense of place or gathering place for the community and neighborhood residents.  
43 A CoLI should include one or more the following characteristics:

44

45 50.1 Civic services

46 50.2 Commercial areas

47 50.3 Recreational areas

- 1 50.4 Industrial areas
- 2 50.5 Cultural facilities/activities
- 3 50.6 Historic buildings or sites
- 4 50.7 Residential areas

5  
6 UGA-51. The size of a CoLI and the mix and density of uses are to be locally determined to  
7 meet community goals.

8  
9 UGA-52. Each jurisdiction shall define the role that the CoLI plays in supporting planned  
10 growth.

11  
12 UGA-53. A variety of appropriate transportation options and pedestrian-friendly design  
13 should be available or planned within a CoLI.

14  
15 *Implementation Strategies*

16  
17 UGA-54. A CoLI shall be locally adopted; approval by the PCRC or other regional  
18 organization shall not be required.

19  
20 54.1 A jurisdiction shall document how an area meets the Design Features  
21 (UGA-48 through UGA-52) of a CoLI in its comprehensive plan.

22 54.2 The documentation should include examples, plans, or other information  
23 that supports the designation of a CoLI.

24 54.3 An area adopted as a CoLI shall be definitively delineated on a map within  
25 a jurisdiction's comprehensive plan.

26 54.4 A CoLI shall have appropriate land use designations, zoning regulations,  
27 and infrastructure plans for existing and planned development.

28 54.5 A comprehensive plan that utilizes an alternative label to refer to a CoLI  
29 shall be accompanied with adopted findings of fact that recognizes the  
30 area as a CoLI per the Pierce County CPPs.

31  
32 UGA-55. A jurisdiction shall provide the PCRC notice of its intention to locally adopt a  
33 CoLI or recognize formally adopted CoLIs that meet the criteria.

34  
35 55.1 The notice shall be provided to the PCRC 60 days (minimum) prior to the  
36 expected dated of adoption.

37 55.2 The notice shall provide information that identifies the location of the  
38 proposed CoLI and documents how the location meets the CoLI policies.

39  
40 UGA-56. A locally adopted CoLI shall be recognized in Appendix B of the CPPs.

41  
42 56.1 Jurisdictions shall forward a map of locally adopted CoLIs together with  
43 the comprehensive plan citations to the PCRC for inclusion into Appendix  
44 B. The adopted CoLIs shall be attached to the CPP publications as  
45 Appendix B for ease of reference. Appendix B shall not be considered a  
46 component of the CPPs and, accordingly, an update to Appendix B shall  
47 not constitute an amendment to the CPPs requiring ratification by Pierce  
48 County jurisdictions.

Exhibit B

**INTERLOCAL AGREEMENT**

**AMENDMENTS TO THE PIERCE COUNTY  
COUNTYWIDE PLANNING POLICIES**

This agreement is entered into by and among the cities and towns of Pierce County and Pierce County. This agreement is made pursuant to the provisions of the Interlocal Cooperation Act of 1967, Chapter 39.34 RCW. This agreement has been authorized by the legislative body of each jurisdiction pursuant to formal action and evidenced by execution of the signature page of this agreement.

**BACKGROUND:**

- A. The Pierce County Regional Council (PCRC) was created in 1992 by interlocal agreement among the cities and towns of Pierce County and Pierce County. The organization is charged with responsibilities, including: serving as a local link to the Puget Sound Regional Council, promoting intergovernmental cooperation, facilitating compliance with the coordination and consistency requirements of the Growth Management Act (Chapter 36.70A RCW) and the Regional Transportation Planning Organization (Chapter 47.80 RCW), and developing a consensus among jurisdictions regarding the development and modification of the Countywide Planning Policies.
- B. The Pierce County Countywide Planning Policies provide for amendments to be adopted through amendment of the original interlocal agreement or by a new interlocal agreement. The Pierce County Countywide Planning Policies may be amended upon the adoption of amendments by the Pierce County Council and ratification by 60 percent of the jurisdictions in Pierce County representing 75 percent of the total Pierce County population as designated by the State Office of Financial Management at the time of the proposed ratification.
- C. A demonstration of ratification shall be by execution of an interlocal agreement or the absence of a legislative action to disapprove a proposed amendment.
- D. A jurisdiction shall be deemed as casting an affirmative vote if it has not taken legislative action to disapprove a proposed amendment within 180 days from the date the Pierce County Council formally authorizes the Pierce County Executive to enter into an interlocal agreement.
- E. The amendment incorporates new policies that set criteria and a process for the formal recognition of areas that serve as important centers within Pierce County communities. This formal recognition may be used in future countywide project evaluations.

1 E. The Pierce County Regional Council recommended adoption of the proposed  
2 amendment on March 21, 2013.

3  
4 **PURPOSE:**

5  
6 This agreement is entered into by the cities and towns of Pierce County and Pierce  
7 County for the purpose of ratifying and approving the attached amendment to the Pierce  
8 County Countywide Planning Policies (Attachment).

9  
10 **DURATION:**

11  
12 This agreement shall become effective upon execution by 60 percent of the jurisdictions  
13 in Pierce County, representing 75 percent of the total Pierce County population as  
14 designated by the State Office of Financial Management at the time of the proposed  
15 ratification. This agreement will remain in effect until subsequently amended or  
16 repealed as provided by the Pierce County Countywide Planning Policies.

17  
18 **SEVERABILITY:**

19  
20 If any of the provisions of this agreement are held illegal, invalid or unenforceable, the  
21 remaining provisions shall remain in full force and effect.

22  
23 **FILING:**

24  
25 A copy of this agreement shall be filed with the Secretary of State, Washington  
26 Department of Commerce, the Pierce County Auditor, and each city and town clerk.

27  
28 IN WITNESS WHEREOF, this agreement has been executed by each member  
29 jurisdiction as evidenced by the signature page affixed to this agreement.  
30

INTERLOCAL AGREEMENT

AMENDMENTS TO THE PIERCE COUNTY  
COUNTYWIDE PLANNING POLICIES

Signature Page

The legislative body of the undersigned jurisdiction has authorized execution of the Interlocal Agreement, Amendments to the Pierce County Countywide Planning Policies.

IN WITNESS WHEREOF

This agreement has been executed

CITY OF BIG HARBOR

(Name of City/Town/County)

BY: \_\_\_\_\_

(Mayor/Executive)

DATE: \_\_\_\_\_

Approved:

BY: \_\_\_\_\_

(Director/Manager/Chair of the Council)

Approved as to Form:

BY: \_\_\_\_\_

(City Attorney/Prosecutor)

Approved:

By: \_\_\_\_\_

(Pierce County Executive)



Business of the City Council  
City of Gig Harbor, WA

**Subject:** Public Hearing and Resolution No. 949 – Ancich Waterfront Park

**Proposed Council Action:** Hold public hearing and pass Resolution No. 949

**Dept. Origin:** Planning

**Prepared by:** Lindsey Sehmel  
Senior Planner

**For Agenda of:** December 9, 2013

**Exhibits:** Resolution with attachments

Initial & Date

**Concurred by Mayor:**

CCM 12/2/13

**Approved by City Administrator:**

R 12-2-13

**Approved as to form by City Atty:**

via email 11/26

**Approved by Finance Director:**

N/A

**Approved by Department Head:**

JK 12/2/13

Expenditure	Amount	Appropriation	
Required 0	Budgeted 0	Required	0

**INFORMATION / BACKGROUND**

Enclosed for your consideration is the recommendation from the Parks Commission for the Ancich Waterfront Park and the formal resolution for adoption. In addition to the resolution, staff has provided the images from the open house on November 6<sup>th</sup> that represents the findings and Parks Commission meeting minutes.

In March of this year, an Ancich Park Stakeholders committee was formed to address appropriate uses for the waterfront site and forward their findings to the Parks Commission for review and approval. As part of this effort two open house meetings were held to solicit public input (May 22, 2013 & November 6, 2013). The combined attendance for the open house meetings was over 180 people. The result of the stakeholders, commission's work and public input is a final recommendation for Ancich Park for a shared use waterfront facility allowing commercial and recreational uses.

**RECOMMENDATION / MOTION**

Hold public hearing and pass resolution adopting the recommended uses appropriate for Ancich Waterfront Park.



**RESOLUTION NO. 949**

**A RESOLUTION OF THE CITY OF GIG HARBOR, WASHINGTON,  
ADOPTING THE PARKS COMMISSION NOTICE OF  
RECOMMENDATION REGARDING FUTURE USES OF THE ANCICH  
WATERFRONT PARK.**

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WHEREAS, on February 25, 2013, the City Council authorized the Parks Commission to conduct a public visioning process for the Ancich Waterfront Park; and

WHEREAS, the intent of the process was to develop a shared vision for the future use of the property; and

WHEREAS, the Parks Commission, Public Works Department and Planning Department worked together as a joint effort; and

WHEREAS, a Stakeholders committee was established in March, 2013, that comprised of approximately 20 local residents, citizens, business owners, recreationalists and nearby property owners; and

WHEREAS, during the first Stakeholders meeting on April 17<sup>th</sup>, 2013 they identified community needs not currently being met or sufficient along the waterfront of Gig Harbor; and

WHEREAS, during the second meeting on April 24<sup>th</sup>, 2013 the stakeholders focused on implementing and submitting a collaborative approach to the development of the future park due to the site location and community needs; and

WHEREAS, on May 22, 2013 the Stakeholders in conjunction with the Parks Commission held a well-attended Open House on their findings; and

WHEREAS, during a joint meeting on July 15, 2013 the Parks Commission presented City Council with initial recommendations for the site to preserve the existing structures and begin restoration of the netshed; and

WHEREAS, the Parks Commission met on August 7, 2013, September 4, 2013, and October 2, 2013 regarding the topic; and

WHEREAS, the Parks Commission held an Open House and Public Hearing on November 6<sup>th</sup>, 2013 and made a motion to forward their recommendation to City Council for final consideration; and

WHEREAS, on December 9<sup>th</sup>, 2013, the City Council held a public hearing and considered the Parks Commission recommendation for Ancich Waterfront Park attached hereto as Exhibit A; now, therefore,

**THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, HEREBY  
RESOLVES AS FOLLOWS:**

Section 1. Ancich Waterfront Park Uses – Adopted. The Gig Harbor City Council hereby adopts the Parks Commission recommendation on uses appropriate for Ancich Waterfront Park as drafted and attached as Exhibit A and incorporated herein by reference.

PASSED by the City Council this 9th day of December, 2013.

APPROVED:

\_\_\_\_\_  
Charles L. Hunter, Mayor

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Molly Towslee, City Clerk

APPROVED AS TO FORM:  
Office of the City Attorney

\_\_\_\_\_  
Angela Summerfield, City Attorney

FILED WITH THE CITY CLERK: 12/02/13  
PASSED BY THE CITY COUNCIL: 12/09/13  
RESOLUTION NO: 949



DEVELOPMENT SERVICES

## NOTICE OF RECOMMENDATION

### CITY OF GIG HARBOR PARKS COMMISSION

**TO:** Mayor Hunter and Members of the Council  
**FROM:** Rahna Lovrovich, Chair, Parks Commission  
**RE:** **Ancich Waterfront Park – Recommendation**

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#### **Council Directive:**

On February 25, 2013, the City Council authorized the Parks Commission to conduct a public visioning process for the Ancich Waterfront Park as outlined in a memo from the Mayor. The intent of the process was to develop a shared vision for the use of the property. This was a joint effort of the Parks Commission, Public Works department and Planning Department with Lindsey Sehmel, Senior Planner, as the Commission's primary liaison.

#### **Stakeholders Participation:**

A group of approximately 20 local residents, citizens, business owners, recreationalists, and property owners participated in the visioning process through the months of April and May 2013. The first workshop occurred on April 17<sup>th</sup>, 2013 and had a focus on goal setting for the site. The stakeholders identified community needs not currently met or sufficient along the waterfront, a summary of these findings can be found in the attached packet. The focus of the second meeting on April 24<sup>th</sup> was on implementation and submitting a collaborative use approach to the Parks Commission for their consideration. The final recommendations from the stakeholders focus on primary uses to be water dependent with commercial fishing and human powered craft in addition to retention and redevelopment of the existing structures on the site. In no particular order, the stakeholders found that the top priorities of the site are:

- Uses of the site to be shared among the community – collaborative and compatible;
- Preserve and strengthen the view from both landward and waterward;
- Historic preservation of Netshed and recognition of historic features of site;
- Provide dock access and moorage facilities for both commercial fisherman and small/personal craft and that the two should not share the same float system;
- Provide storage opportunities on site and access and maneuverability to and from the storage facility; and
- Provide direct access to the shore.

Parking was not found to be a priority or need of the site. It was noted that if parking is required, it shall be provided underground and fully screened from the water and public right of way.

These findings were presented at a broadly noticed public open house on May 22, 2013.

**Parks Commission Review:**

The Parks Commission held work-study sessions at their regularly scheduled meetings from March 2013 through November 2013, meeting minutes are attached.

The Commission hosted a second open house prior to the public hearing on November 6<sup>th</sup>. Public notice for the open house and public hearing was provided in the Gateway, posted on the property, and on the City's webpage. There was substantial testimony supporting the Parks Commission approach for shared use at the site from a broad range of community members. After deliberation, at the public hearing session, the Parks Commission recommended that the below findings be forwarded to City Council for final consideration.

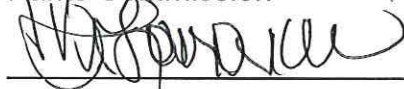
**Findings of Fact:**

The Parks Commission makes the following findings in relation to their recommendation to the uses on Ancich Waterfront Park, as supported by the Working Waterfront designation of the Shoreline Master Program.

These recommendations are all of high priority. Additional uses or proposals beyond the scope of these recommendations should be vetted with the broader community involved with the process prior to any implementation:

1. Allow the commercial fishing fleet to have singular use of the Ancich netshed, utilizing the opportunity for viewing of net work and educational uses. The netshed is not intended to be used for overnight storage.
2. Build a dock/float system aligned with the netshed for the Commercial fleet, supporting the historic context of the site.
3. Allow use of the commercial dock/float system for transient moorage during summer fishing season.
4. Establish public storage/locker facilities onsite for storage and easy access to and from the water for human powered craft.
5. Adjacent to the southern portion of the lot, build a low profile dock/float system for access to and from the water for small craft users.

Rahna Lovrovich, Chair  
Parks Commission

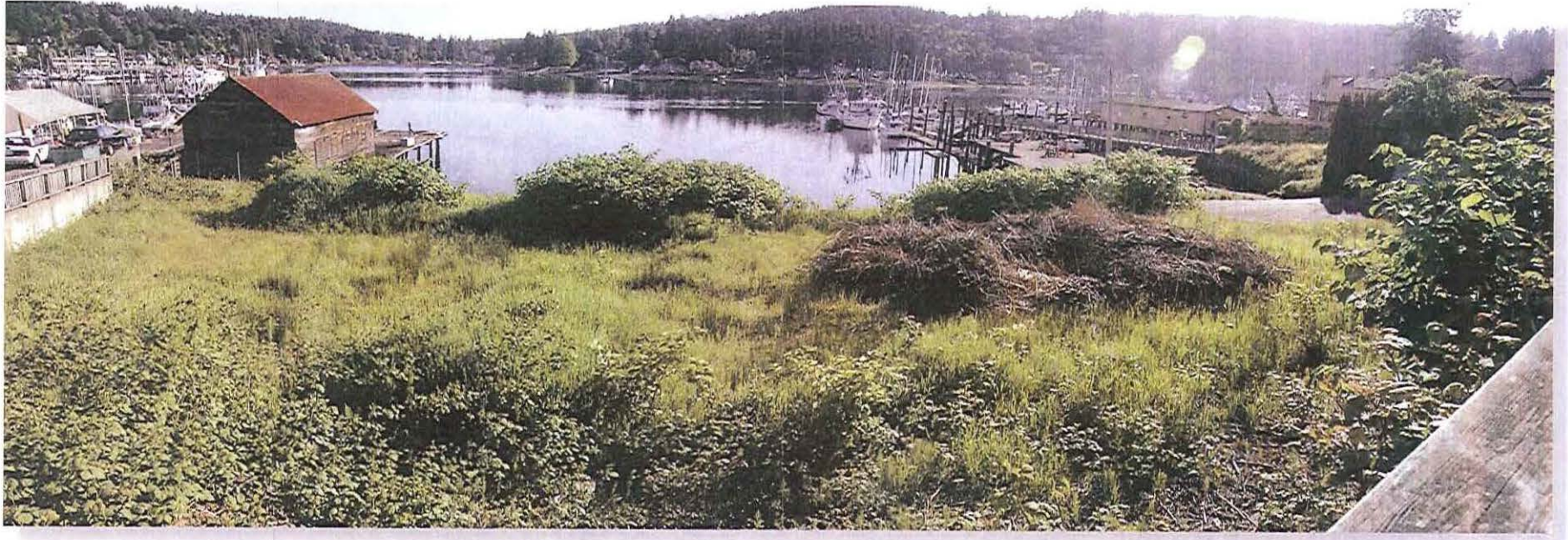


Date 11/25/2013



# Parks Commission FINDINGS

UPLAND VIEW



WATER VIEW

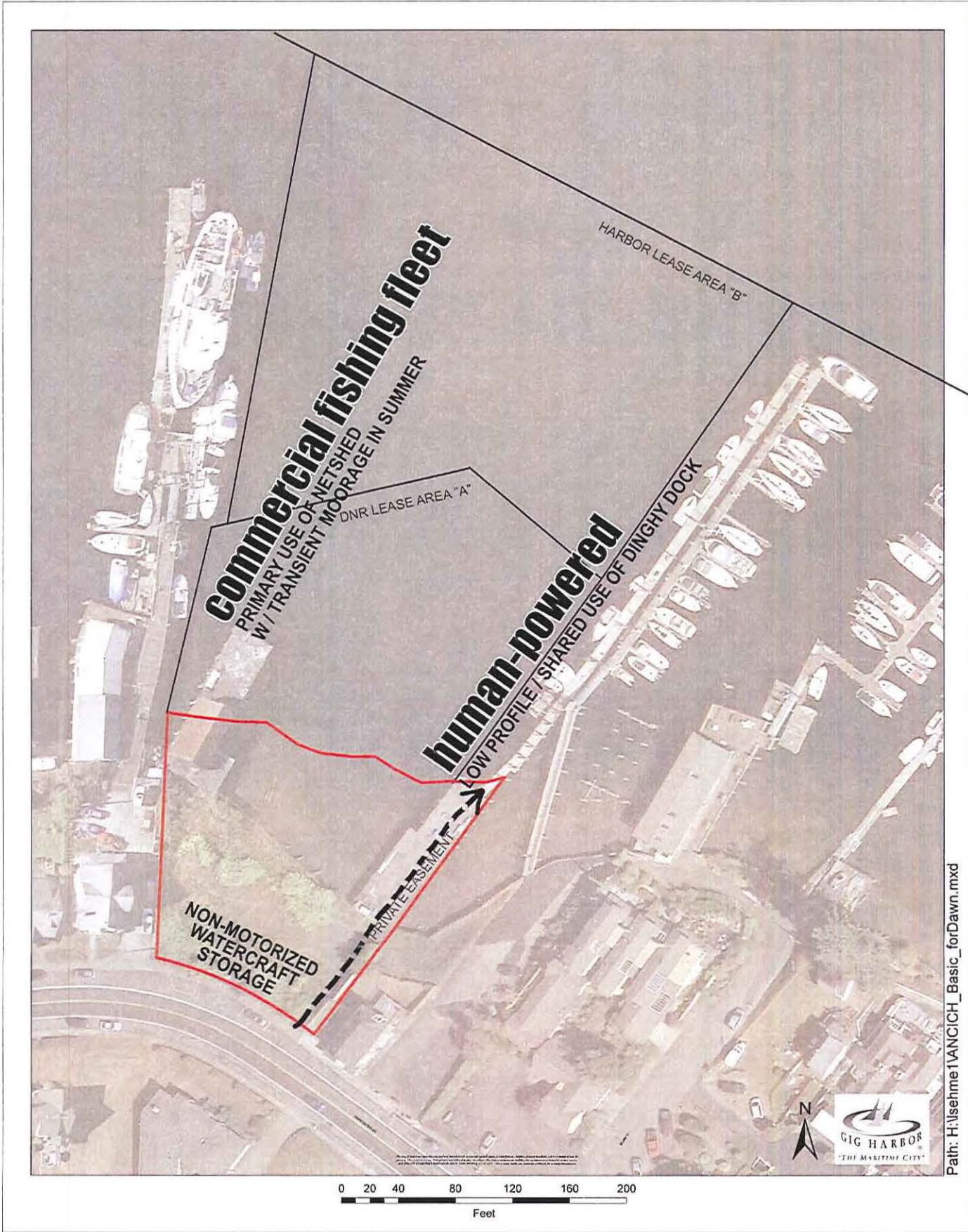


## List of City-Wide Park Use Priorities the Parks Commission found not appropriate for Ancich Park

Ancich Waterfront Park Parks Commission Use/Priority Worksheet of August 7, 2013				
Stakeholder identified UNDERMET NEEDS	Community-wide priority of UNDERMET NEEDS (1=high 2=moderate 3=low)	NEED proposed for Ancich Site?		Comments
		Yes	No	
Barefoot Access to shore	3		X	Already available at several parks, not a necessity.
Boating Destination	2		X	Size constraints on Ancich site, city needs to provide more necessities to be able to be considered a boating destination such as fuel dock, grocery store, and public showers.
Citizen access to water/tidelands	3		X	Already available at several parks, not a necessity.
Environmental Desitination	2		X	No structure but use allowed and supported.
Fuel Dock	1		X	Not at Ancich due to geography constraints and impacts to the residential neighborhood.
Kayak team home base	3		X	Allow use of Ancich site for team but not appropriate for a large structure/development.
Moorage bouys	3		X	Commission states that the bay is too small for moorage bouys and that they are not an appropriate form of use within the Harbor due to the amount to boat traffic. They are not recommended to be placed anywhere.



# Parks Commission FINDINGS



## List of Priorities for Ancich Park

Ancich Waterfront Park Parks Commission Use/Priority Worksheet of August 7, 2013		
Stakeholder identified UNDERMET NEEDS	Community-wide priority of UNDERMET NEEDS (1=high 2=moderate 3=low)	Comments
Active netshed for commercial fishing	1	Utilize opportunity for viewing of net work, educational use, supportive of historic working waterfront. Use for work and unload only, not storage.
Boaters access to land	2.5	Secondary to primary moorage, not an exclusive use. Consider proposing time limits for moorage similar to Eddon Boat.
Commercial fishing fleet moorage	1	Yes, very high priority for Ancich site due to working waterfront designation. Align with the netshed. Support the historic context and economy.
Dingy moorage	2	Similar to what is available at Jerisch.
Income producing use	3	For lease process, require leasors of space to rent at market rate cost to cover O&M of facilities.
Human powered craft storage/lockers	1	For general public use with potential to lease a portion of the structure to Kayak Team.
Low profile dock	1.5	City has two already at Eddon and Jerisch. However, this is also an appropriate use for Ancich.
Preservation of Netshed	1	Historical preservation of Ancich netshed is a high priority, and has previously been forwarded to the City Council for initial phasing to preserve and restore it.
Public Dock	2	The Commission recognizes the need for additional seasonal (summer) moorage that could cooperate with the fishing fleet being out of town. There is no proposal for a primary use of a transit moorage dock, and such as use would not be appropriate for Ancich.
Recognition of historic working waterfront	1	Yes, very high priority for Ancich site.



## CITY OF GIG HARBOR COMMITTEE OUTLINE MINUTES

### Parks Commission

Date: March 6, 2013 Time: 5:30 p.m. Location: Community Rooms A/B Scribe: Terri Reed

**Commission Members and Staff Present:** Commissioners Nick Tarabochia, Rahna Lovrovich, Kyle Rohrbaugh and Stephanie Payne; Staff Members: Public Works Director Jeff Langhelm, Public Works Superintendent Marco Malich, Planning Director Jennifer Kester, Senior Planner Lindsey Sehmel and Community Development Assistant Terri Reed.

**Others Present:** \_\_\_\_\_

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
<b>APPROVAL OF MINUTES:</b>	Approval of February 13, 2013 Meeting Minutes	MOTION: Move to approve February 13, 2013 minutes as presented.  Payne / Tarabochia - unanimously approved
<b>OLD BUSINESS:</b>		
<b>Parks Appreciation Day (PAD)</b>	Planning for the 2013 PAD continues. Commissioner Lovrovich discussed the location for the Taco Time Traveler being at Sehmel Homestead Park, as this is where lunch has been served in previous years. The LDS Church is planning to send 60 people to KLM Veterans Park and Grandview Forest Park, with the youth group of 80 kids being available for a larger project.	
<b>Field Reservation Policy</b>	Public Works Superintendent Malich discussed the possibility of implementing reservations for the Crescent Creek Park baseball field on a trial basis. Commissioner Payne recommended that it be done on a trial basis and that we contact PAA and Little League to ask about their specific needs. Commissioner Tarabochia said that it might be good to review other Cities policies. Commissioner Lovrovich said she preferred to keep Sundays open for the general public.	Public Work Director Langhelm suggested that a policy be reviewed at the April meeting. Comments from Commissioners should be forwarded to City staff by March 18 <sup>th</sup> .
<b>NEW BUSINESS:</b>		



Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
<b>Ancich Waterfront Park – Visioning Process Introduction</b>	Planning Director Kester distributed a visioning process introduction for review and introduced Senior Planner Sehmel, who will be leading the project. Ms. Kester asked for input on the proposal from the Commission. Commission Chair Tarabochia asked that the meetings be scheduled separate from regular Parks Commission meetings. Commissioner Lovrovich asked about timing for the meetings in May/June as far as conflicts with fishermen. Bob Frisbee offered assistance with providing surveys he has obtained of the area properties. Carol Holmaas asked that the East Gig Harbor Association be included as a stakeholder. Bruce McKean was present as a Kayak Club representative. Guy Hoppen, 8402 Goodman Drive, also expressed concern with the schedule during summer months.	Submit additional stakeholder names to Ms. Sehmel.  Wait for Parks Commission full board in April to appoint a representative.
<b>PARK UPDATE</b>	Public Works Director Langhelm gave brief updates on the following projects: <ul style="list-style-type: none"> <li>• Old Burnham Properties – waiting for Pierce County final approval on March 19<sup>th</sup> to surplus property to Gig Harbor. The limitation on the transfer only restricts it to protect the conservation features of the property.</li> <li>• Private Use of Public Parks Policy – Policy recommendation has been forwarded to the City Attorney for review.</li> <li>• Rotary Clock – This project will require a Shoreline permit from the Rotary Club to move forward. On hold until permitting funding/permit application resolved.</li> </ul>	
<b>PUBLIC COMMENT:</b>		
<b>NEXT PARKS MEETING:</b>		April 3, 2013 @ 5:30 p.m.
<b>ADJOURN:</b>		MOTION: Move to adjourn at 6:29 p.m.  Tarabochia / Payne - unanimously approved

## CITY OF GIG HARBOR COMMITTEE OUTLINE MINUTES

### Parks Commission

Date: April 3, 2013 Time: 5:30 p.m. Location: Community Rooms A/B Scribe: Terri Reed

**Commission Members and Staff Present:** Commissioners Rahna Lovrovich, Kyle Rohrbaugh, Stephanie Payne and John Skansi; Staff Members: Public Works Director Jeff Langhelm, Public Works Superintendent Marco Malich, Senior Planner Lindsey Sehmel, Special Projects Coordinator Lita Dawn Stanton and Community Development Assistant Terri Reed.

**Others Present:** \_\_\_\_\_

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
<b>APPROVAL OF MINUTES:</b>	Approval of March 6, 2013 Meeting Minutes	MOTION: Move to approve March 6, 2013 minutes as presented.  Rohrbaugh / Payne - unanimously approved
<b>OLD BUSINESS:</b>		
<b>Ancich Waterfront Park Visioning</b>	Senior Planner Sehmel asked the Parks Commission to confirm the stakeholder meeting dates of 4/17 and 4/24. They also confirmed the 20 selected stakeholders (whom, in addition, have all confirmed their participation) who will participate in those meetings and added Rahna Lovrovich as the representative from the Parks Commission.  Several Parks Commission members expressed concern about the timeline established for providing a vision for the Park. They believe they should take the appropriate time needed, especially since there is currently no funding available for improvements at this site.	Rahna Lovrovich will represent the Parks Commission at the Stakeholder meetings.
<b>Private Use in Public Parks</b>	Public Works Director Langhelm discussed a few items that needed clarification after the City Attorney's review of the draft policy.  1. Definition of temporary structures – Commission preferred the term "Ad Hoc" in	To be discussed at the May Parks Commission meeting.

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
	<ul style="list-style-type: none"> <li>place of "temporary"</li> <li>2. Limit to non-profits – Commission agreed</li> <li>3. Expand list of considerations – Commission agreed that a fee could be charged by the organization as long as it was a non-profit organization. They thought that the other items could be listed as questions on the application for consideration.</li> <li>4. Permit Fee/City Co-sponsor – Commission agreed to a fee as long as it wasn't an unreasonable amount.</li> <li>5. Private Uses vs. Private Structures – Commission preferred to keep these items separate.</li> </ul>	
<b>Parks Appreciation Day (PAD)</b>	Commission Vice Chair Lovrovich outlined the Parks Appreciation Day plans. Commission members selected a park where they will participate.	Payne – Crescent Creek Park Lovrovich – Wilkinson Skansi – Grandview Rohrbaugh – KLM Veterans Park Tarabochia - TBD
<b>Field Reservation Policy</b>	Public Works Superintendent Malich discussed the policy details for implementing reservations for the Crescent Creek Park baseball field. This would be done on a trial basis, for a one year period and then re-evaluated.	To be presented at April Operations Committee meeting.
<b>NEW BUSINESS:</b>		
<b>Harbor Hill Park Property – Visioning</b>	Public Works Superintendent Malich outlined the visioning process for the park property and asked for a stakeholder representative from the Park Commission.	Rahna Lovrovich will represent the Parks Commission at the Stakeholder meetings.
<b>Election of Officers</b>	Chair and Vice Chair nominations were taken.	<p>MOTION: Move to elect Rahna Lovrovich to Chair and Kyle Rohrbaugh to Vice Chair.</p> <p>Payne / Skansi – unanimously approved.</p>
<b>PARK UPDATES</b>		
<b>PUBLIC COMMENT:</b>		
<b>NEXT PARKS MEETING:</b>		
<b>ADJOURN:</b>		<p>May 1, 2013 @ 5:30 p.m.</p> <p>MOTION: Move to adjourn at 6:27 p.m.</p> <p>Rohrbaugh / Skansi - unanimously approved</p>

## CITY OF GIG HARBOR COMMITTEE OUTLINE MINUTES

### Parks Commission

Date: May 1, 2013 Time: 5:30 p.m. Location: Community Rooms A/B Scribe: Terri Reed

**Commission Members and Staff Present:** Commissioners Rahna Lovrovich, Stephanie Payne, Nick Tarabochia and John Skansi;  
**Staff Members:** Public Works Director Jeff Langhelm, Senior Planner Lindsey Sehmel, Special Projects Coordinator Lita Dawn Stanton and Community Development Assistant Terri Reed.

**Others Present:** \_\_\_\_\_

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
<b>APPROVAL OF MINUTES:</b>	Approval of April 3, 2013 Meeting Minutes	MOTION: Move to approve April 3, 2013 minutes as presented.  Tarabochia / Payne - unanimously approved
<b>OLD BUSINESS:</b>		
<b>Ancich Waterfront Park Visioning</b>	For the record, Commission Member Tarabochia stated that there is no conflict of interest in being an adjacent property owner and a Parks Commission member.  Senior Planner Lindsey Sehmel distributed materials and information gathered from the Stakeholder Workshops held on April 17 <sup>th</sup> and April 24 <sup>th</sup> . Ms. Sehmel asked the Parks Commission to provide recommendations for the materials and visuals to be used at the upcoming Open House on May 22 <sup>nd</sup> . Commission members like the idea of presenting the stakeholder visions as a story-telling format with visions and a policy statement being provided.	Open House to be held on May 22, 2013 from 4-6:30 p.m.
<b>Parks Appreciation Day</b>	Commission Chair Lovrovich gave a recap of the successful Parks Appreciation Day event and the projects that were completed. Suggestions were made as to changes/improvements for the 2014 event.	Commission Chair Lovrovich volunteered to continue as the PAD coordinator for 2014.
<b>Crescent Creek Park Play Structure</b>	Commission member Payne presented an updated conceptual plan for the play structure replacement at	

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
	Crescent Creek Park. She reported that the community group had a successful Rotary auction and raised \$29,100 towards the project goal. Funding is contingent on the RCO grant being funded by the State. Once that has been confirmed, the proposed plan for the playground will be presented to City Council for approval.	
<b>NEW BUSINESS:</b>		
<b>Park Benches Donation at Eddon Boat Park</b>	Lita Dawn Stanton explained that community members have come forward that would like to donate two benches to be placed at Eddon Boat Park. The proposed benches were not acceptable to Public Works for safety reason, so the individuals will come back with an alternate design for consideration.	Public Works will review alternate design. Once approved, Ms. Stanton will present the concept to the Arts Commission.
<b>PARK UPDATES</b>	Commission Chair Lovrovich asked about having volunteers provide maintenance to the City's planters and flower beds. She also expressed her concerns with having the Farmers Market at Skansie Park on Sundays as she would prefer another location other than the large open space at Skansie Park and feels that the trucks being driven on the grass are destructive.	Staff will look into adding a request for volunteers for planter maintenance to the City website.  Farmers Market event to be discussed at the June Parks Commission meeting.
<b>PUBLIC COMMENT:</b>		
<b>NEXT PARKS MEETING:</b>		
<b>ADJOURN:</b>		June 5, 2013 @ 5:30 p.m. MOTION: Move to adjourn at 6:43 p.m.  Tarabochia / Skansi - unanimously approved

## CITY OF GIG HARBOR COMMITTEE OUTLINE MINUTES

### Parks Commission

Date: June 5, 2013 Time: 5:30 p.m. Location: Community Rooms A/B Scribe: Terri Reed

**Commission Members and Staff Present:** Commissioners Rahna Lovrovich, Nick Tarabochia and John Skansi; Staff Members: Public Works Director Jeff Langhelm, Senior Planner Lindsey Sehmel, Public Works Superintendent Marco Malich and Community Development Assistant Terri Reed.

**Others Present:** \_\_\_\_\_

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
<b>APPROVAL OF MINUTES:</b>	Approval of May 1, 2013 Meeting Minutes	MOTION: Move to approve May 1, 2013 minutes as presented.  Skansi / Tarabochia - unanimously approved
<b>OLD BUSINESS:</b>		
<b>Ancich Waterfront Park Visioning</b>	<p>Senior Planner Lindsey Sehmel provided an update on the May 22, 2013 Open House and distributed comments received from the public.</p> <p>The Commission would like to have an initial recommendation for Council for consideration to address the current conditions on the site. Commission Chair Lovrovich asked that a letter be drafted by staff.</p> <p>Ms. Sehmel asked the Commission if they would like to schedule special meetings in order to be able to hold an open house in October and finalize a formal recommendation by November. The Commission members prefer moving through the work program during regular monthly Parks Commission meetings.</p> <p>Ms. Sehmel asked for direction from the Commission on how the formal recommendation be organized. Commission members explained that they would prefer</p>	<p>MOTION: Move that the Parks Commission adopt Ms. Sehmel's letter to the City Council and Mayor concerning the safety and monetary pipeline and get things rolling for future projects at Ancich Waterfront Park and draft a letter for the joint session with City Council regarding direction.</p> <p>Tarabochia / Skansi - passed unanimously</p>



Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
	<p>to come up with only one recommendation and not multiple options.</p> <p>Ms. Sehmel asked that in the final recommendation that short term implementations of the site be addressed. Commission member Tarabochia would like to see the site preserved for future development.</p>	
<b>Private Structures in Public Parks</b>	<p>Public Works Director Jeff Langhelm informed the Commission that the draft policy was presented to the Operations Committee at their May 2, 2013 meeting. The City Attorney and Operations Committee members had some recommendations which have been included in the Parks Commission meeting packet for consideration.</p>	<p>Commission members will forward any additional comments to staff. Topic will be on the next regular Parks Commission meeting agenda in August.</p>
<b>Field Reservation Pilot Project Update</b>	<p>Public Works Director Jeff Langhelm explained that this proposed project was presented to the May 2, 2013 Operations Committee. The City Attorney and Operations Committee members had some recommendations which have been included in the Parks Commission meeting packet for consideration.</p>	<p>Commission members recommended moving the pilot project forward to City Council on June 10, 2013.</p>
<b>NEW BUSINESS:</b>		
<b>Crescent Creek Properties Proposal</b>	<p>Public Works Director Jeff Langhelm presented a proposal that the City received from John McMillian which outlines some options for expanding the Crescent Creek Park property.</p> <p>Commission member Tarabochia likes the idea of expanding the park along the creek.</p> <p>Commission Chair Lovrovich didn't agree with taking on more property. She would prefer to finish the parks that the City currently owns.</p> <p>Public Works Director Langhelm pointed out that the Rohwer property could potentially provide additional vehicular access to the current park site.</p>	<p>To be discussed at the Joint City Council/Parks Commission meeting on July 15, 2013.</p>
<b>PARK UPDATES</b>	<p>Public Works Director Jeff Langhelm updated the Commission on some emergency repairs necessary at</p>	

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
	<p>the Ancich Net Shed in order to shore it up.</p> <p>Public Works Director Jeff Langhelm provided an update on the Harbor Hill park property visioning process. Commission member Tarabochia asked about leaving the park in a natural state with trails that could be used prior to any improvements to the property.</p>	
<b>PUBLIC COMMENT:</b>	<p>Gregg Vermillion, 12718 Burnham Drive, Gig Harbor, representing the Sand Volleyball group, expressed their desire to expand the courts. They would like to see two more courts added at the top of the BMX course and the parking lot expanded. The group requested that they be invited to be involved in any master planning for Crescent Creek Park.</p> <p>Slade Klein, 6812 72<sup>nd</sup> Street Ct. NW, Gig Harbor, asked about any planned maintenance for the Sand Volleyball Courts. They would like to see the nets replaced and the blackberries trimmed back.</p>	
<b>NEXT PARKS MEETING:</b>	Joint City Council/ Parks Commission Workstudy	July 15, 2013 @ 5:30 p.m. – Joint workstudy session with City Council.
<b>ADJOURN:</b>		<p>MOTION: Move to adjourn at 6:35 p.m.</p> <p>Lovrovich / Tarabochia - unanimously approved</p>

## CITY OF GIG HARBOR COMMITTEE OUTLINE MINUTES

### Parks Commission

Date: July 15, 2013 Time: 5:30 p.m. Location: Community Rooms A/B Scribe: Terri Reed

**Commission Members and Staff Present:** Parks Commissioners Rahna Lovrovich, Nick Tarabochia, Stephanie Payne and Kyle Rohrbaugh; Mayor Chuck Hunter; City Council Members Steve Ekberg, Paul Kadzik, Ken Malich, Derek Young, Jill Guernsey, Tim Payne and Michael Perrow; Staff Members: City Administrator Denny Richards, Public Works Director Jeff Langhelm, Senior Planner Lindsey Sehmel, Planning Director Jenn Kester, Special Projects Coordinator Lita Dawn Stanton, Public Works Superintendent Marco Malich and Community Development Assistant Terri Reed.

**Others Present:** \_\_\_\_\_

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
<b>APPROVAL OF MINUTES:</b>	Approval of June 5, 2013 Meeting Minutes	MOTION: Move to approve June 5, 2013 minutes as presented.  Tarabochia / Rohrbaugh - unanimously approved
<b>OLD BUSINESS:</b>		
<b>Ancich Waterfront Park: Visioning Update</b>	<p>Senior Planner Lindsey Sehmel gave an overview of the visioning process to date. Ms. Sehmel described the stakeholder process, input and visioning exercises. She stated that the Parks Commission's goal is to work on a final recommendation during their August and September meetings. An Open House/Public Hearing could be held in Oct/Nov, with a final recommendation to City Council in Nov/Dec.</p> <p>Councilmember Young asked for clarification on neighborhood impacts. Ms. Sehmel stated that there are concerns about noise and parking impacts. Councilmember Malich asked about the garage/street level parking not being included. He would like to see additional parking but wouldn't want it to obstruct the view. Mayor Hunter added that additional parking is needed. Commission Chair Lovrovich explained that</p>	

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
	<p>there are currently 27 spots, up Stinson from Harborview Drive and 41 parking spots on Harborview, between Eddon Boat Park and Austin Estuary Park. She also mentioned there could possibly be an agreement with the Yacht Club for additional parking. Councilmember Guernsey expressed her desire that the priorities be grouped by specific use and not just a numbered list. Councilmember Payne asked about staff budget priorities. Public Works Director Langhelm said that the draft 2014 budget includes engineering studies on the bulkhead and piers. Lita Dawn Stanton outlined that RCO grant opportunities should be submitted in 2014 for possible 2016 funding.</p> <p>Park Commissioners Payne and Lovrovich asked about using the Eddon Boat property currently being acquired for kayaks/sailing. Commissioner Tarabochia thought that the kayak group could use a portable storage trailer.</p>	
<b>Ancich Waterfront Park: Interim Improvements</b>	<p>Councilmember Payne asked about the knotweed eradication plan for the property. Public Works Director Langhelm distributed a chart outlining proposed actions for the site that could be implemented immediately and also a plan to initiate for interim use of the property by the public.</p>	
<b>Crescent Creek Park: Art Proposal</b>	<p>Commissioner Payne described two art pieces that are being proposed in conjunction with the Crescent Creek Park playstructure replacement. The first piece would be a panel cut-out with a life jacket theme. The second art piece would be a wood sculpture created out of the large tree stump near the entrance to the park. It would be carved as a marine wildlife totem. There was positive feedback from the group on the art proposals. Ms. Payne explained that they have asked Lita Dawn Stanton to be a liaison to their group regarding the art. Councilmember Kadzik expressed his interest in having a video show the vision of the art coming to life. City Administrator Richards offered to have the marketing department look into this.</p>	<p>City Administrator Richards will bring this request to the attention of Marketing Director Karen Scott.</p>

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
Other Items	Councilmember Malich brought up his concerns about the use of Skansie Park by the Farmers Market. He would like the Parks Commission to take a look at the impacts on the park, attendees and examine the event and make a recommendation. Public Works Director Langhelm explained that the event was permitted through the City's Special Event Permit process. Councilmember Guernsey stated that she would like to see the permit/license. Councilmember Ekberg said that commercial use of parks should be looked at.	Parks Commission to review Farmers Market use of the park and make recommendation to City Council.  Public Works Director Langhelm will provide a copy of the Special Event Permit and applicable code for commercial use to Councilmembers.
	Parks Commission Chair Lovrovich asked about parking on Rosedale during concerts and Harborview Drive street closures. She asked if signage and cones would help.	Public Works Superintendent will look into the parking concerns.
<b>NEXT PARKS MEETING:</b>		August 7, 2013 @ 5:30 p.m.
<b>ADJOURN:</b>		MOTION: Move to adjourn at 6:50 p.m.  Tarabochia / Payne - unanimously approved

## CITY OF GIG HARBOR COMMITTEE OUTLINE MINUTES

### Parks Commission

Date: August 7, 2013 Time: 5:30 p.m. Location: Community Rooms A/B Scribe: Terri Reed

**Commission Members and Staff Present:** Commissioners Rahna Lovrovich, Nick Tarabochia, Stephanie Payne and Kyle Rohrbaugh; Staff Members: Public Works Director Jeff Langhelm, Senior Planner Lindsey Sehmel, Public Works Superintendent Marco Malich, Special Projects Coordinator Lita Dawn Stanton and Community Development Assistant Terri Reed.

**Others Present:** \_\_\_\_\_

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
<b>APPROVAL OF MINUTES:</b>	<p>Approval of July 15, 2013 Meeting Minutes</p> <p>Commission Chair Lovrovich asked for two modifications to the minutes:</p> <ol style="list-style-type: none"> <li>1. Change: name from "Ms. Sehmel" to "Commission Chair Lovrovich" in the sentence that explains that there are currently 27 spots, up Stinson from Harborview Drive.</li> <li>2. Add: there are 41 parking spots on Harborview, between Eddon Boat Park and Austin Estuary Park.</li> </ol>	<p>MOTION: Move to approve July 15, 2013 minutes as presented.</p> <p>Lovrovich / Tarabochia</p> <p>AMENDED MOTION: Move to approve July 15, 2013 minutes, with edits requested.</p> <p>Tarabochia / Payne – unanimously approved</p>
<b>OLD BUSINESS:</b>		
<b>Ancich Waterfront Park Visioning</b>	<p>Senior Planner Lindsey Sehmel provided the Parks Commission members with a Use/Priority worksheet for discussion. Each item on the worksheet was reviewed and ranked for community-wide priority of undermet needs and needs proposed for the Ancich site.</p> <p>Next steps: September Parks Commission meeting- conceptual vision and timing will be reviewed.</p> <p>Public Works Director Langhelm gave an update that the repairs to the net shed pier should be complete in a few of weeks and that the interim improvements to the</p>	



Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up <i>(if needed)</i>
	site are currently in the permitting process with the City.	
<b>Private Structures in Public Parks</b>	<p>Public Works Director Jeff Langhelm asked the Commission if they would like to have further discussion to refine the draft policy or consider making a recommendation to City Council to not allow private structures in public parks and instead allow structures to be built by the City and then leased with certain terms and conditions back to any group that the City wants to negotiate with.</p> <p>It was discussed that any approved structures on city property would be city-owned.</p> <p>Commission Chair Lovrovich stated that the Commission should look at all parks and come up with a broader policy that directs some of the uses allowed at each specific park.</p>	<p>MOTION: Move to not allow building of private structures on park property and that the Parks Commission review lease agreement proposals on a case by case basis and forward recommendations to City Council.</p> <p>Lovrovich / Tarabochia – passed unanimously.</p>
<b>NEW BUSINESS:</b>		
<b>Chum Festival</b>	<p>Erin Ewald, with the Pierce Conservation District, a sponsor of the Chum Festival, explained their role in the Festival and being an environmental partner with the City and the Greater Gig Harbor Foundation.</p> <p>Ms. Ewald asked for Parks Commission support and participation in the Chum Festival. The Parks Commission mentioned possibly having a presence at the Festival in a booth.</p>	<p>Staff will check on sharing booth space with the City.</p>
<b>Parks and Open Space</b>	<p>Lita Dawn Stanton presented the Mayor's request that the Parks Commission look at open space on the water, in particular the open water in front of Skansie Brothers Park. She asked the Commission to endorse the Mayor's proposal prior to his presentation to City Council.</p>	<p>MOTION: Move that the open space in front of Skansie Brothers Park be preserved for the future.</p> <p>Tarabochia / Lovrovich – passed unanimously</p>
<b>Eddon Boat Park - Marine Railways</b>	<p>Lita Dawn Stanton gave an update on the art that will soon be placed in Eddon Boat Park.</p>	

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
	Public Works Director Langhelm gave an update that the majority of the pilings for the marine railways have already been constructed and the City is preparing to put out an RFQ for an engineering firm to help put the rails on piles, drive the rest of the piles and to design a containment structure for any debris.	
<b>PARK UPDATES</b>	Lita Dawn Stanton updated the Commission on the Request for Proposals to install Public Art at the Bogue Viewing Platform.  Public Works Director Langhelm gave updates on the following projects: Harbor Hill Park Property Visioning, Cushman Trail and Donkey Creek.	
<b>PUBLIC COMMENT:</b>		
<b>ADJOURN:</b>		MOTION: Move to adjourn at 7:39 p.m.  Lovrovich / Rohrbaugh - unanimously approved

## CITY OF GIG HARBOR COMMITTEE OUTLINE MINUTES

### Parks Commission

Date: September 4, 2013 Time: 5:30 p.m. Location: Community Rooms A/B Scribe: Terri Reed

**Commission Members and Staff Present:** Commissioners Rahna Lovrovich (Chair), Nick Tarabochia, Stephanie Payne and Kyle Rohrbaugh; Staff Members: Public Works Director Jeff Langhelm, Senior Planner Lindsey Sehmel, Senior Engineer Trent Ward, Associate Planner Dennis Troy and Community Development Assistant Terri Reed.

**Others Present:** \_\_\_\_\_

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
<b>APPROVAL OF MINUTES:</b>	<p>Approval of August 7, 2013 Meeting Minutes</p> <p>Commission member Payne asked for an addition to the minutes:</p> <ol style="list-style-type: none"> <li>1. Add: It was discussed that any approved structures on City property would be City-owned.</li> </ol>	<p>MOTION: Move to approve August 7, 2013 minutes as presented.</p> <p>AMENDED MOTION: Move to approve August 7, 2013 minutes, with amended change.</p> <p>Lovrovich / Tarabochia – unanimously approved</p>
<b>OLD BUSINESS:</b>		
<b>Ancich Waterfront Park - Visioning</b>	<p>Senior Planner Lindsey Sehmel provided the Parks Commission members with a worksheet for discussion of the stakeholder priorities as far as location recommendations. The Parks Commission concurred that the commercial activity should be kept on the net shed side of the property and that the human-powered elements should be on the opposite side of the park. The dingy moorage was recommended for the human-powered side. Income producing uses would be at market rate. Human-powered craft storage and lockers were identified as a community high priority and needed for general public use. Public Works Director Langhelm asked about consideration for putting the human-powered craft storage on the pier. The Commission would like to consider it on the pier, but if</p>	

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
	<p>not feasible, then on land.</p> <p>Funding priorities: The next Comp Plan update would be June 2015 to provide for grant opportunities. The highest priority would be given to the net shed. Commission member Tarabochia asked about income-producing opportunities. Commission Chair Lovrovich mentioned that there is a possibility of using the private float for access to the water.</p> <p>Alan Anderson, GH Canoe/Kayak Team, 3225 Shawnee Drive, Gig Harbor, spoke in support of the human-powered craft center and was enthusiastic that it was being discussed. He pointed out that disability access would be important to include in the design process.</p> <p>Terry Lee, PenMet Parks, spoke in favor of the GH Canoe/Kayak Team and human-powered craft vision for the Ancich property. He offered PenMet's assistance in advocating for waterfront access and storage on-site. Mr. Lee also provided his support for the Harbor Hill park property and emphasized the need for parking and encouraged a transit component be considered.</p> <p>Bob Felker, 9309 Crescent Valley, Gig Harbor, spoke in favor of considering providing a storage facility for the GH Canoe/Kayak Team.</p> <p>Next Steps: Formal recommendation for City Council to be adopted at October 2<sup>nd</sup> Parks Commission meeting, with a Public Hearing/Open House on November 6<sup>th</sup> at 4:30pm, with regular Parks Commission meeting beginning at 5:30pm.</p> <p>Park Commission Vice-Chair Rohrbaugh encouraged getting the park some level of functionality as quickly as possible.</p>	

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
<p><b>NEW BUSINESS:</b> <b>Harbor Hill Park Property – Visioning</b></p>	<p>Al Tebaldi and Gill Williams with David Evans &amp; Associates explained the visioning process for the park property that has been completed. Three concepts were produced as a result of stakeholder input. The program elements were brainstormed and a master program list with alternatives was developed. A preferred alternative was produced with space for the most preferred elements. The preferred conceptual plan included elements for soccer fields (full size/U-9), sand volleyball courts, tennis courts, a play area next to the YMCA, splash pad, picnic shelters, connection to storm facilities (looped trail) and parking.</p> <p>Commission member Payne asked for confirmation on the size of the soccer field area. Commission Chair Lovrovich noticed that the splash pad was in the preferred conceptual design and asked about alternate seasonal uses. Commission member Tarabochia brought up the importance of a trail system master plan for the area. He would like to see natural surface trails for running/walking. Public Works Director Langhelm explained that the 2014 proposed budget includes funds for going after grant sources, maybe extending the design of the park and possibly developing some interim trails. Commission member Payne asked about the needs for additional baseball and soccer fields in Gig Harbor. Mr. Williams explained that the open space was a flexible open space and could be lined for multiple uses. Associate Planner Troy explained that the preferred alternative was the collaborative effort of the entire stakeholder group.</p>	<p>The Parks Commission provided concurrence on the concepts and uses specified on the preferred alternative.</p>
<p><b>PARK UPDATES</b></p>	<p>Crescent Creek Park – Wood Sculpture Update – Commission member Payne – Sculpture to be completed by the end of September. She asked that the wildflowers be removed at the park entrance and replaced with evergreen plants before the grand opening of the play structure in the Spring. General Parks Construction Updates – Jeff Langhelm</p>	

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up <i>(if needed)</i>
<b>PUBLIC COMMENT:</b>	Commission member Tarabochia asked that the City's legal department take a look at requiring helmets for skateboards and roller blades, in addition to bicycles.	Public Works Director Langhelm will set up discussion with Police Department and include Commissioner Tarabochia.
<b>ADJOURN:</b>		MOTION: Move to adjourn at 6:51 p.m.  Lovrovich / Rohrbaugh - unanimously approved

## CITY OF GIG HARBOR COMMITTEE OUTLINE MINUTES

### Parks Commission

Date: October 2, 2013 Time: 5:30 p.m. Location: Community Rooms A/B Scribe: Terri Reed

**Commission Members and Staff Present:** Commissioners Rahna Lovrovich (Chair), Nick Tarabochia, Stephanie Payne, Kyle Rohrbaugh and John Skansi; Staff Members: Public Works Director Jeff Langhelm, Public Works Superintendent Marco Malich and Community Development Assistant Terri Reed.

**Others Present:** \_\_\_\_\_

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
<b>APPROVAL OF MINUTES:</b>	Approval of September 4, 2013 Meeting Minutes	MOTION: Move to approve September 4, 2013 minutes as presented.  Rohrbaugh / Payne – unanimously approved
<b>OLD BUSINESS:</b>		
<b>Ancich Waterfront Park - Visioning</b>	Public Works Director Langhelm reviewed the draft Parks Commission recommendation memo and asked if there was any need for modifications or discussion and verified concurrence with the Parks Commission.  The Parks Commission thanked Lindsey Sehmel for all her work on this process.	MOTION: Move to make the recommendation, as provided, to City Council unless there are changes after the Open House.  Lovrovich / Rohrbaugh – unanimously approved  Open House: Nov. 6 <sup>th</sup> , 4-5:30pm
<b>Private Structures in Public Parks</b>	Proposed revisions to the policy were reviewed. The policy has been revised to cover “Structures for Use by Organizations in Public Parks”. References to private structures and ad hoc structures were removed from the previous draft.  On September 30, 2013, City Council authorized permitting for the Kayak Club to locate their storage racks at Skansie Brothers Park, either on the pier deck or on the far south side of the property. A Use Agreement will be drafted to cover the terms of the	Commission Chair Lovrovich asked to start a sub-committee to include herself, Jeff Langhelm, Kyle Rohrbaugh and a City Planner to work on a general policy for park use.



Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
	<p>arrangement.</p> <p>Cindy McKean clarified that the kayak club's design is an open-air structure that is portable and flexible.</p>	
<b>Cushman Trail – Safety Markings</b>	<p>Parks Commissioner Tarabochia provided an example of trail markings found on the trail in Orting. Public Works Superintendent Malich provided a source for custom torch-down material that could be used for the markings.</p> <p>Public Works Director Langhelm gave an update on the proposed code change to include helmet use. The Police Chief, City Attorney, and Risk Management are reviewing this suggestion from the Parks Commission and will come back with a proposal for changing the City's helmet ordinance.</p>	<p>Staff will provide contact information to Commission Chair Lovrovich so that she can meet with PenMet and the Fire Department (Nanette Tatum) to discuss trail markings and location identification.</p>
<b>Chum Festival/Parks Appreciation Day</b>	<p>Commission Chair Lovrovich talked about providing yearly Parks Appreciation Day exposure at the Chum Festival in order to get interest from the community.</p>	
<b>NEW BUSINESS:</b>		
<b>Crescent Creek Park – Tree Carving Security</b>	<p>Ideas for providing security for the tree carving at Crescent Creek Park were reviewed. Brett Marlo DeSantis, along with Jeff Samudosky, presented a proposed design for a railing system to go around the tree sculpture, which would provide up-lighting and interactive, educational signage. Security cameras and night lighting were also discussed.</p>	<p>Brett Marlo DeSantis will provide some cost estimates for the railing.</p>
<b>PARK UPDATES</b>	<p>Public Works Director Langhelm stated that the Old Burnham Properties are now owned by the City and explained that there are some in-stream stormwater features that will need to be maintained. He asked that the Commission work with staff in 2014 to come up with a master plan for the property.</p>	<p>Parks Commission members will make site visits to become more familiar with the area.</p> <p>Staff will provide aerial photo of the site.</p>
<b>PUBLIC COMMENT:</b>		
<b>ADJOURN:</b>		<p>MOTION: Move to adjourn at 6:35 p.m.</p> <p>Tarabochia / Payne - unanimously approved</p>

## CITY OF GIG HARBOR COMMITTEE OUTLINE MINUTES

### Parks Commission

Date: November 6, 2013 Time: 5:30 p.m. Location: Community Rooms A/B Scribe: Terri Reed

**Commission Members and Staff Present:** Commissioners Rahna Lovrovich (Chair), Nick Tarabochia, Stephanie Payne, Kyle Rohrbaugh and John Skansi; Staff Members: Public Works Director Jeff Langhelm, Public Works Superintendent Marco Malich, Senior Planner Lindsey Sehmel and Community Development Assistant Terri Reed.

**Others Present:** \_\_\_\_\_

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
<b>APPROVAL OF MINUTES:</b>	Approval of October 2, 2013 Meeting Minutes	MOTION: Move to approve October 2, 2013 minutes as presented.  Tarabochia / Payne – unanimously approved
<b>OLD BUSINESS:</b>		
<b>Ancich Waterfront Park – Visioning – Public Hearing</b>	<p>The Parks Commission conducted an Open House on the vision for the Ancich Waterfront Park property from 4:00-5:30pm, prior to the regular Parks Commission meeting.</p> <p>Senior Planner Lindsey Sehmel gave an overview of the public visioning process that has been completed. She explained the intent of the process was to develop a shared vision for the use of the property. Ms. Sehmel then opened the floor for public comments.</p> <p>Dan Gallacher, 341 N. Shore Blvd., Fox Island, commercial fishing vessel owner requesting commercial moorage.</p> <p>Guy Hoppen, 8402 Goodman Dr. NW, GH, supporting commercial fishing moorage facility and submitted memo about the community benefit of commercial fishing use of Ancich Park and asked that this</p>	<p>MOTION: Move to request staff move forward with drafting formal recommendation which aligns with the material presented and authorize Parks Commission Chair to sign.</p> <p>Payne / Tarabochia – unanimously approved</p>

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up <i>(if needed)</i>
	<p>information be included in the public record. (attached)</p> <p>Alan Anderson, 3225 Shawnee Dr., GH, thanked the Parks Commission and staff for their efforts for human-powered craft storage possibilities for the Kayak Team.</p> <p>Jim Richards, 12310 50<sup>th</sup> Ave. Ct. NW, GH, commercial fisherman, moored in Seattle, supported link to commercial fishing being retained.</p> <p>Shane Hostetler, 1512 White Man Road, Lakebay, supports joint use, working waterfront, human-powered and commercial access.</p> <p>James Wilborn, 4927 Canterwood Dr. NW, GH, expressed appreciation, supports the human-powered aspect, connection of youth to water and general use for public storage of personal human-powered craft.</p> <p>Mick Martin, 14714 Goodrich Dr. NW, Burley Lagoon, commercial fisherman, moored in other community.</p> <p>Lauren Littleton, 10116 Bayview Rd., Vaughn, Kayak Club parent and supporter, explained the benefit of being resource for stewards of the water.</p> <p>Mark Whorley, 6320 Rosedale, St., GH, commercial fisherman moored in Port Townsend, supports value in crew supporting town economy.</p> <p>Karrie Griffin, 7318 Ray Nash Dr., GH, Kayak Club supporter, supports fishing village and shared use for program for youth.</p> <p>Shawn Holt, 2502 81<sup>st</sup> St., commercial fisherman, supports living near your boat and money benefitting the local community.</p> <p>Andy Babich, 8306 25<sup>th</sup> Ave. Ct. NW, GH, supports</p>	

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
	<p>fishermen in the community having their boats here.</p> <p>Rob Holt, 13120 97<sup>th</sup> Ave. NW, GH, commercial fisherman, moored in Port Townsend.</p> <p>Bob Haltner, 5638 Old Stump Dr., GH, commercial fisherman, just moved to GH but moored in Seattle.</p> <p>Commission member Tarabochia commented on the historical perspective.</p> <p>Commission member Payne commented on the economic impact to the City.</p> <p>Commission Chair Lovrovich commented on the importance of preserving the history of commercial fishing.</p> <p>Commission member Rohrbaugh asked about the future design process. Ms. Sehmel answered that the direction given was to first establish the use of the property and then site design and seeking grant funding will follow.</p> <p>Public Works Director Langhelm explained that the preliminary site design will be the initial step to get the park open to the public and start the permitting process.</p>	
<p><b>Facility Use Agreement</b></p>	<p>Public Works Director Langhelm distributed a draft of the terms and conditions that were put together for the Kayak Club having storage racks at Skansie/Jerisich Parks based on City Council direction given on 9/30/13. This agreement was presented to the Operations Committee on 10/17/13, but they denied the request for year-round use of Jerisich Dock. Commission member Tarabochia asked that language about the location being portable and flexible be added to the agreement.</p>	<p>Public Works Director Langhelm will email final agreement to Parks Commission members before it is presented to City Council on November 25<sup>th</sup>.</p>

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
	Alan Anderson explained there would be three racks with approx. 25 kayak/canoes on each with a maximum height of 5'9" and not impact more than 1000 square feet and requested chase boat moorage at least during the off-season. The Kayak Club has to be out of their current location by November 15 <sup>th</sup> .	
<b>NEW BUSINESS:</b>		
<b>PARK UPDATES</b>	Public Works Director Langhelm mentioned that the idea of moving the wood sculpture to a more secure location has been brought up. Commission Chair expressed appreciation for the gate at Crescent Creek park being closed at night. Commission member Payne would like to see the sculpture remain in its current location.	Commission Chair Lovrovich stated that she will schedule a meeting with the Fire Department and PenMet to discuss trail markings on Cushman Trail.
<b>PUBLIC COMMENT:</b>		
<b>ADJOURN:</b>		MOTION: Move to adjourn at 6:51 p.m.  Tarabochia / Skansi - unanimously approved



**Subject:** Proposed "DNR – Gig Harbor Bay" Annexation (PL-ANX-13-0001)

**Proposed Council Action:**  
Consider the Notice of Intent to Commence Annexation Proceedings

**Dept. Origin:** Planning Department

**Prepared by:** Lindsey Sehmel   
Senior Planner

**For Agenda of:** December 9, 2013

A. **Exhibits:** Notice of Intent letter, Site Map, Record of Survey and Annexation Process Outline.

Initial & Date

**Concurred by Mayor:** CH 12/2/13  
**Approved by City Administrator:** R 12-2-13  
**Approved as to form by City Atty:** via email 11/26  
**Approved by Finance Director:** N/A  
**Approved by Department Head:** JL 12/2/13

Expenditure Required	\$0	Amount Budgeted	\$0	Appropriation Required	\$0
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**INFORMATION / BACKGROUND**

The City has received a Notice of Intention to Commence Annexation Proceedings for the easterly portion of the Gig Harbor Bay. The proposed annexation consists of approximately 197 "acres" of water body within the City's Urban Growth Area (UGA).

Pursuant to the process for annexations by code cities in Pierce County, a copy of the proposed legal description and map was sent to the Clerk of the Boundary Review Board (BRB) for technical review. **Comments have not been received to date.**

By law, the City Council is required to meet with the proponents. Notice of the public meeting was posted on the City website and in dedicated posting locations. Additionally, this request was distributed to the Pierce County Fire District #5 and the Gig Harbor City Administrator, Chief of Police, Director of Operations, City Engineer, Wastewater Supervisor, City Engineering Technician, and the City's directors of Fire and Safety Services, Planning, and Finance.

At the December 9, 2013 meeting, the Council is to determine the following:

1. Whether the City Council will accept, reject, or geographically modify the proposing of this area for annexation;

2. Whether the City Council will require the simultaneous adoption of a proposed zoning code; and
3. Whether the City Council will require the assumption of all or any portion of indebtedness by the area to be annexed; and,
4. Whether the City Council will require additional annexation conditions.

If authorized by the City Council, the process can move forward with the circulation of a formal petition which will indicate the boundaries and conditions required for annexation. Before filing with the City, the petition must be signed by property owners of at least sixty percent (60%) of the assessed value of the proposed area in order to be certified by Pierce County and then scheduled for a public hearing in front of the City Council. After a public hearing, followed by the appeal period through the BRB, the City Council can adopt an ordinance to enact this annexation.

While the area proposed for annexation does not have a valuation assessed to it, it is owned and managed by the Department of Natural Resources for the State of Washington. Legal review has determined that annexation is the appropriate process to bring the area into the City Limits for enhanced protection of the health, safety, and welfare of the community.

The City of Gig Harbor has worked with Pierce County over the years to prepare for this annexation. In 2011, Pierce County approved a Comprehensive Plan Amendment as listed below and found in Exhibit N to Ordinance No. 2011-60s2:

#### **U-1, City of Gig Harbor, UGA expansion, Gig Harbor Bay**

The County Council finds that proposed Urban Growth Area Amendment U-1, to expand the City of Gig Harbor Urban Growth Area (UGA) by 238 acres to include the entirety of Gig Harbor Bay, is appropriate because:

- In the near future the City anticipates annexing a portion Gig Harbor Bay in order to gain law enforcement authority over all vessel traffic in the Bay. The City of Gig Harbor has indicated that it has no intention of proposing an annexation of the bay that would result in docks and other in-water structures on the unincorporated side of East Gig Harbor being included in the annexation of the bay.
- The Growth Management Act allows only areas located within a UGA to be annexed into a city;
- Given the present UGA boundary, if the unincorporated upland area of East Gig Harbor is annexed to the City the east side of the bay would then be required to remain under the jurisdiction of Pierce County. That rural designated portion of the bay would be wholly surrounded by urban designated land; and
- It will prevent situations in which, if the UGA boundary is left in its current configuration and the City annexed the uplands of East Gig Harbor, waterfront property owners on the east side of the bay would be burdened by being required to permit their upland home through the City and their dock through the County.

#### **STAFF ANALYSIS**

The Boundary Review Board is guided by RCW 36.93.180 in reviewing proposed annexations and is directed towards State objectives. These objectives, listed below, are also worthy of



consideration by the Council in determining the appropriateness of this annexation, especially in light of the possible appeal of an approved annexation.

**Objectives of boundary review board. (RCW 36.93.180)**

The decisions of the boundary review board shall attempt to achieve the following objectives:

- (1) Preservation of natural neighborhoods and communities;
- (2) Use of physical boundaries, including but not limited to bodies of water, highways, and land contours;
- (3) Creation and preservation of logical service areas;
- (4) Prevention of abnormally irregular boundaries;
- (5) Discouragement of multiple incorporations of small cities and encouragement of incorporation of cities in excess of ten thousand population in heavily populated urban areas;
- (6) Dissolution of inactive special purpose districts;
- (7) Adjustment of impractical boundaries;
- (8) Incorporation as cities or towns or annexation to cities or towns of unincorporated areas which are urban in character; and
- (9) Protection of agricultural and rural lands which are designated for long-term productive agricultural and resource use by a comprehensive plan adopted by the county legislative authority.

**Additional Considerations**

There is no pre-annexation zoning designated due to the nature of the area. The City's Shoreline Management Program will have purview and oversight only pertaining to the area of the water body. Uplands on the easterly shore will not be under the City's review until those properties request annexation into the city.

If the Council wishes to proceed with the annexation, the staff recommends that the existing legal description for the property be adopted.

**BOARD OR COMMITTEE RECOMMENDATION**

None

**RECOMMENDATION / MOTION**

**Move to:**

**Recommendation/Motion: Move to accept the Notice of Intention to Commence Annexation received from the State of Washington Department of Natural**

**Resources as proposed. Simultaneous adoption of proposed zoning code and assumption of City indebtedness by the area to be annexed shall not be required.**

**Alternative: Move to deny the Notice of Intention to Commence Annexation received from the State of Washington Department of Natural Resources.**

**EXHIBITS**

- A. Notice of Intent to Commence Annexation**
- B. Record of Survey and Site Map**
- C. Annexation Process Outline**



**NOTICE OF INTENTION TO COMMENCE ANNEXATION PROCEEDINGS**

The Honorable Mayor and City Council  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335

Dear Mayor and City Council:

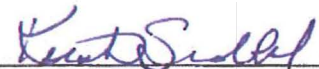
The Department of Natural Resources (DNR) manages over 2.6 million acres of state-owned aquatic lands. A portion of the state-owned aquatic lands is within Gig Harbor. DNR hereby advises the City Council of the City of Gig Harbor that we desire to commence annexation proceedings:

The property herein referred to is legally described in Exhibit "A" and geographically depicted on a map in Exhibit "B" dated 11/04/13 by David Evans and Associates, Inc. further attached hereto.

It is requested that the City Council of the City of Gig Harbor set a date, not later than sixty (60) days after filing of this request, for a meeting with the undersigned to determine:

1. Whether the City Council will accept, reject, or geographically modify the proposed annexation;
2. Whether the City Council will require the simultaneous adoption of the zoning for the proposed area in substantial compliance with the proposed Comprehensive Plan as adopted by the City of Gig Harbor Ordinance No. 686; and
3. Whether the City Council will require the assumption of all or any portion of indebtedness by the area to be annexed.

On behalf of the State of Washington, acting through the Department of Natural Resources, as manager of state owned aquatic lands in Gig Harbor:

  
\_\_\_\_\_  
Kristin Swenddal, Manager  
Aquatic Resources Division  
Tax Parcel Number: N/A

11/18/13  
Date



STATE ACKNOWLEDGMENT

STATE OF WASHINGTON )

) ss

County of

*Thurston*

I certify that I know or have satisfactory evidence that KRISTIN SWENDDAL is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the AQUATIC RESOURCES DIVISION MANAGER of the DEPARTMENT OF NATURAL RESOURCES, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:

11-18-13



(Signature)

*Andrea Wagner*

(Print Name)

A. WAGNER

Notary Public in and for the State of Washington,  
residing at *Olympia*

My appointment expires

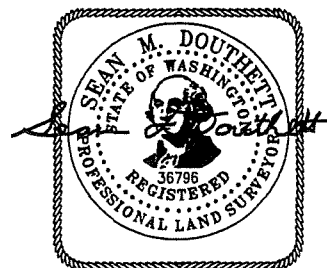
9-16-14

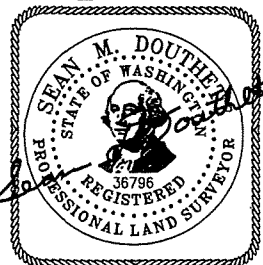
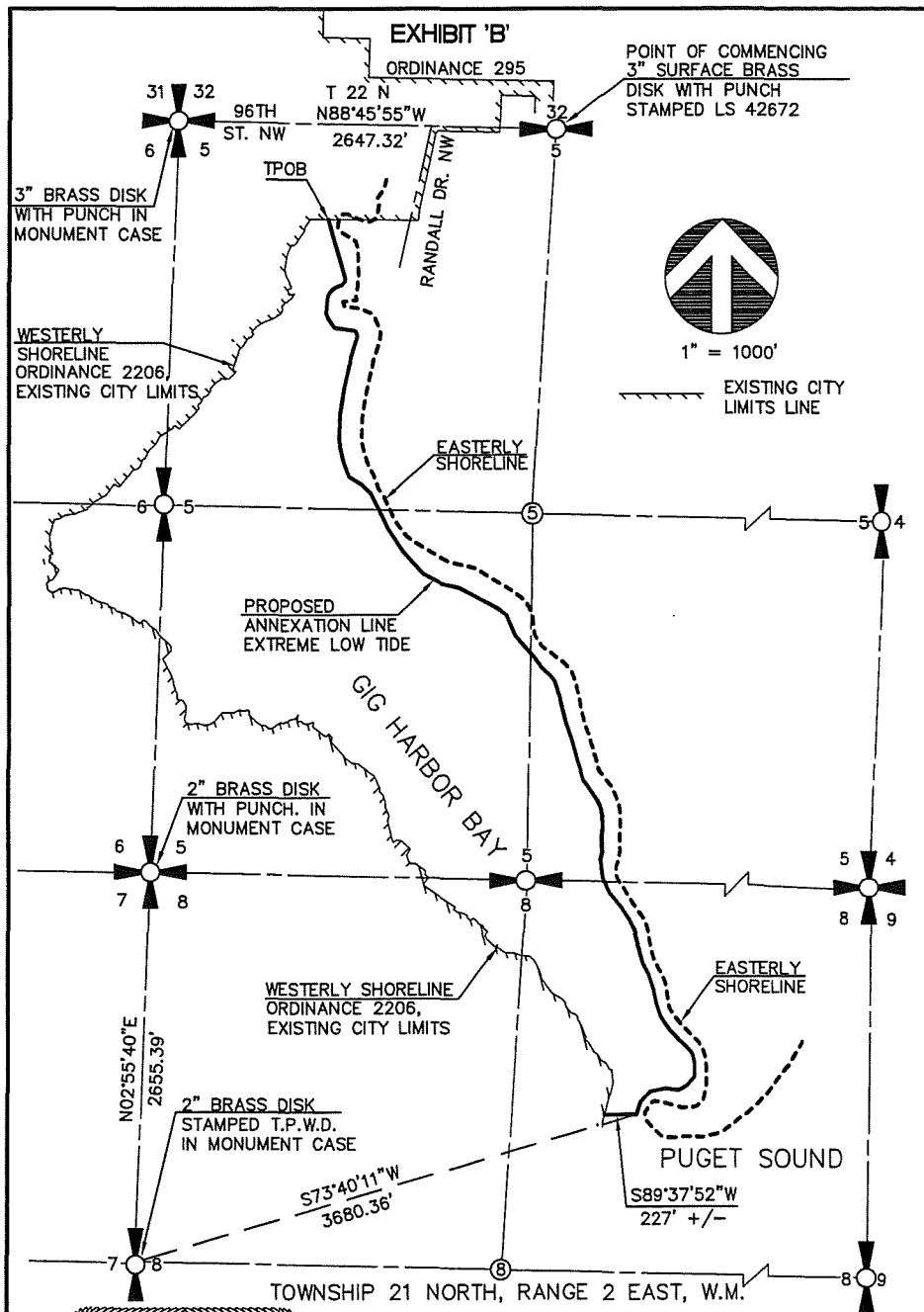
EXHIBIT 'A'  
LEGAL DESCRIPTION

THOSE PORTIONS OF THE NORTHWEST, THE SOUTHWEST AND THE SOUTHEAST QUARTERS OF SECTION 5, THE NORTHEAST AND THE SOUTHEAST QUARTERS OF SECTION 6, THE NORTHEAST AND THE NORTHWEST QUARTERS OF SECTION 8, ALL IN TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, PIERCE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT A 3 INCH SURFACE BRASS DISK WITH PUNCH MARK STAMPED LS 42672 FOUND IN PLACE AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF SECTION 5, FROM WHENCE A 3 INCH BRASS DISK WITH PUNCH MARK IN A MONUMENT CASE, FOUND IN PLACE AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER BEARS NORTH 88°45'55" WEST 2,647.32 FEET DISTANT; THENCE WESTERLY ALONG THE NORTH LINE OF SAID SECTION 5, BEING THE CENTERLINE OF 96<sup>TH</sup> STREET NORTHWEST, TO ITS INTERSECTION WITH THE EAST GIG HARBOR CITY LIMITS AS ESTABLISHED BY GIG HARBOR ORDINANCE 295, DATED SEPTEMBER 25, 1978; THENCE FOLLOWING THE CITY LIMITS LINE AS ESTABLISHED BY CITY OF GIG HARBOR ORDINANCE NUMBER 622, DATED FEBRUARY 24, 1992 THE FOLLOWING COURSES AND DISTANCES: THENCE SOUTH 30 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF 96<sup>TH</sup> STREET NORTHWEST, BEING AN ANGLE POINT IN THE GIG HARBOR CITY LIMITS; THENCE WESTERLY ON THE SOUTHERLY RIGHT-OF-WAY LINE OF 96<sup>TH</sup> STREET NORTHWEST TO ITS INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF RANDALL DRIVE NORTHWEST; THENCE SOUTHERLY ALONG THE EASTERLY RIGHT-OF-WAY LINE OF RANDALL DRIVE NORTHWEST TO ITS INTERSECTION WITH THE SOUTH LINE OF GOVERNMENT LOT 7A IN THE GIG HARBOR ABANDONED MILITARY RESERVE, ALSO BEING THE SOUTH LINE OF SAID ORDINANCE NUMBER 622; THENCE WESTERLY ALONG SAID SOUTH LINE AND ITS WESTERLY EXTENSION TO ITS INTERSECTION WITH THE LINE OF EXTREME LOW TIDE ALONG THE EASTERLY SIDE OF GIG HARBOR BAY AND THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID LINE ESTABLISHED BY ORDINANCE NUMBER 622 AND FOLLOWING IN A GENERALLY SOUTHERLY DIRECTION ALONG SAID LINE OF EXTREME LOW TIDE TO A POINT IN THE NORTHEAST QUARTER OF SAID SECTION 8 FROM WHENCE A 2 INCH BRASS DISK STAMPED T.P.W.D. IN A MONUMENT CASE, FOUND IN PLACE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 8 BEARS SOUTH 73°40'11" WEST 3,680.36 FEET DISTANT; THENCE SOUTH 89°37'52" WEST 227 FEET, MORE OR LESS, TO THE INTERSECTION WITH THE WESTERLY SHORE LINE OF GIG HARBOR BAY AS ESTABLISHED BY PIERCE COUNTY COMMISSIONER'S RESOLUTION NUMBER 2206, DATED JULY 9, 1946, INCORPORATING THE CITY OF GIG HARBOR; THENCE IN A GENERALLY NORTHERLY DIRECTION ALONG SAID WESTERLY SHORE LINE TO ITS INTERSECTION WITH THE WESTERLY EXTENSION OF SAID SOUTH LINE OF GOVERNMENT LOT 7A, AND SAID SOUTHERLY LINE OF GIG HARBOR ORDINANCE NUMBER 622; THENCE EASTERLY ALONG SAID SOUTH LINE TO THE TRUE POINT OF BEGINNING.

CONTAINING 190 ACRES, MORE OR LESS.





**DAVID EVANS AND ASSOCIATES INC.**  
3700 Pacific Hwy. East, Suite 311  
Tacoma Washington 98424  
Phone: 253.922.9780

PROJECT	PROPOSED GIG HARBOR BAY ANNEXATION				SHEET	
TITLE	CITY OF GIG HARBOR				1	
	PIERCE COUNTY, WASHINGTON					
DWG. REF.	PROJECT	SCALE	DRAWN BY	DESIGN BY	APPROVED BY	DATE
	COGH0047	1" = 1000'	MJC	GIG HARBOR	SMD	NOVEMBER 20, 2013
mjc 11/20/13 2:41pm - P:\C\COGH0000047\0400CAD\SV\DWG\COGH0047-EXHIBIT.dwg						

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OF  
1



**ANNEXATION PROCESS FOR CODE CITIES IN PIERCE COUNTY**  
**Direct Petition Method**

RCW 35A.14.120 is the State law that describes the process for the petition method of annexation for code cities. This process is outlined below with the procedural steps for the Boundary Review Board (BRB) (RCW 36.93) inserted where appropriate.

1. The owners of not less than ten percent of the assessed value of the land area shall notify the city council in writing of their intention to commence annexation proceedings.
2. The city council shall set a date not later than 60 days after the request is filed to meet with the initiating parties to determine:
  - whether the code city will accept, reject, or geographically modify the proposed annexation;
  - whether it shall require simultaneous adoption of a proposed zoning code; and
  - whether it shall require the assumption of all or any portion of city indebtedness by the area to be annexed.
3. Prior to meeting with the initiating parties, city staff should send its proposed legal description (from point of beginning around the perimeter and back to point of beginning) and 2 copies of Pierce County Assessor-Treasurer 1/4 section maps indicating the boundaries to the Chief Clerk of the BRB for review. County staff will review proposals to help cities avoid, in part: overlapping boundaries, gaps or islands, split parcels, and use of right-of-way centerlines (which are prohibited unless the other half has already been annexed). County staff will provide city staff with comments about any corrections that may be necessary before city council action. If at the meeting with the initiating parties, the city modifies the boundaries from what were found acceptable by County staff, another County review of the legal description and map is necessary, along with possible corrections by the city council.
4. Corrections to legal descriptions must be adopted by resolution of the city council, not just changed by city staff. If the city council decides to proceed with annexation, that approval and any conditions should be noted in a resolution or in its meeting minutes. City council approval is a requirement prior to circulation of the petition.
5. A petition (following the standards of RCW 35A.01.040) is then circulated containing the following items, exactly as authorized by the city council action:
  - whether the city will require simultaneous adoption of a proposed zoning code;
  - whether the city will require the assumption of all or any portion of city indebtedness by the area to be annexed; and
  - the legal description (as found acceptable by County staff and adopted by the city council) and map of the area to be annexed (these should be photocopied on the back side of each page of the petition).



6. Owners of sixty percent of the assessed value of the proposed annexation area must sign the petition. Signatures must be signed within six months of filing the petition with the city. Within three days of receiving the petition, the city shall transmit the original petition to the Pierce County Assessor-Treasurer for determination of sufficiency (RCW 35A.01.040), together with a copy of the resolution or minutes by which the city council authorized the language and legal description of the petition. The Assessor-Treasurer, who determines sufficiency, must do so with reasonable promptness.
7. Once the petition has been certified as sufficient, the city council fixes a date for public hearing, publishes a hearing notice in a newspaper of general circulation, and posts three notices within the proposed annexation area.
8. The city council holds a public hearing. If it decides to approve the annexation, it will adopt a resolution to proceed with a Notice of Intention to the BRB. If after public comment, the city decides to modify the boundaries of the annexation area described in the petition, the modified legal description must be adopted by city council resolution (County review of the modified legal description and map is necessary, along with any corrections by the city council). If the city council modifies the legal description which is contained on the petition, the petition must still meet the 60% requirement and be re-certified by the Assessor-Treasurer. If after modification of the boundary, the petition no longer meets the 60% requirement, a new petition (with modified legal description and map) and signatures must be obtained, and the petition certified by the Assessor-Treasurer.
9. Within 180 days of adoption of the city council resolution conditionally approving annexation, the Notice of Intention consistent with the action approved by the city council is filed with the Boundary Review Board; requirements of the Notice of Intention are attached. If the Chief Clerk of the BRB determines that the Notice of Intention is incomplete in any respect, no filing date will be assigned until corrections are made or additional materials received. An affected agency or citizens, pursuant to RCW 36.93.100(3), have 45 days to request a public hearing before the BRB. If the 45-day period passes without such a request, the annexation is deemed approved by the Board. If there is a request for hearing, the Board must hold a hearing within 120 days of the request. It may approve, approve with modifications, or deny the annexation. The Board's decision is appealable within 30 days to Superior Court.
10. The city council may either adopt or reject a final ordinance approving annexation of the area as approved by the BRB, but may not modify it. The final ordinance contains the effective date of the annexation and legal description of the annexation area.
11. The city must send a certified copy of the final ordinance to the County Council and to the Chief Clerk of the BRB, who will notify various affected agencies of the boundary change. The city must also file with the State Office of Financial Management the certificate required by RCW 35A.14.700 within 30 days of the effective date specified in the ordinance. The city is encouraged to record the annexation ordinance with the Pierce County Auditor.



Business of the City Council  
City of Gig Harbor, WA

**Subject:** 2014 Planning Commission Work Program

**Proposed Council Action:** Approve Planning Commission 2014 work program.

**Dept. Origin:** Planning

**Prepared by:** Lindsey Sehmel  
Senior Planner

*LS*

**For Agenda of:** December 9, 2013

**Exhibits:** Planning's Multi-year Long Range Work Program

Initial & Date

**Concurred by Mayor:**

*CLH 12/2/13*

**Approved by City Administrator:**

*R 12/2/13*

**Approved as to form by City Atty:**

*Via email 11/20*

**Approved by Finance Director:**

*N/A*

**Approved by Department Head:**

*JL 12/2/13*

Expenditure Required	0	Amount Budgeted	0	Appropriation Required	0
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**INFORMATION / BACKGROUND**

Attached for Council review is the 2014 Planning Department's long-range work program.

Planning Commission will hold an open house and public hearing on the "Harbor Element" in January of 2014, where they will make their final recommendation for City Council review of the 2013 Comprehensive Plan Amendments to occur in early 2014.

After review of the landscaping buffers & tree retention amendments and downtown railing standards by the Planning Commission, the department is tasked with a large review of the City's Comprehensive Plan in the coming year and a half, as mandated by state law. It is the intent of the department to hire a temporary intern with the funding from the Washington State Department of Commerce as approved in Resolution No. 937. In addition to the requirements of the grant's statement of work, additional review will be required outside of the purview or funding of the \$18,000.00 Commerce Grant, which has been included into the City Budget.

**FISCAL CONSIDERATION**

None.

**COMMITTEE RECOMMENDATIONS**

The Planning and Building Committee reviewed the following order of Planning Commission review starting in early 2014 and extending through early 2015.

1. Landscaping Buffers and tree retention amendments (Green First part 1)

2. Downtown Railing Standards
3. 2015 Major Periodic Review & Update (18 month process)
  - a. Affordable Housing Policy
  - b. Land Use Element
  - c. Housing Element
  - d. Economic Development Element
  - e. Capital Facilities Policies
  - f. Vision 2040 Requirements
  - g. County Wide Planning Policies consistency
  - h. Minimum and Maximum Residential densities

**RECOMMENDATION / MOTION**

Approve the Planning Commission 2014 work program.



Planning's Multi-year Long Range Work Program - Updated 11/26/13

Priority	Text Amendment	Staff Assigned	Committee or Budget	When	Notes
<b>Projects Completed in 2013</b>					
	2012 Comprehensive Plan Amendments	Jennifer	Full Council		Council passed in November 2012
	Allowing schools in the PCD-BP zoning district	Jennifer	Full Council		Council passed in November 2012
	Downtown Vision Statement	Jenn/Tom	Full Council		Council passed in December 2012
	Downtown Development Agreements	Jennifer	Full Council		Council passed in February 2013
	FEMA NFIP/ESA Implementation	Jennifer	Full Council		Council passed in March 2013
	Purdy UGA - Pierce County regulation consistency	Jennifer	Full Council		Council passed in April 2013
	Extension of Interim ordinance - Medical Cannabis Collective Gardens	Jennifer	Full Council		Interim ordinance extended to Oct 11, 2013
	Interim Ordinance on Food Trucks	Lindsey	Full Council		Council passed in May - expires 12/31/13
	Fee Schedule Update	Jennifer	Full Council		Council passed in June 2013
	Cushman Trails Annexation	Lindsey	Full Council		Council passed in July 2013
	Model Home Ordinance	Lindsey/Dennis	Full Council		Council passed in July 2013
	Acceptance of 2015 Grant Award - Combining 2014 amendments into major update	Lindsey	Full Council		Council passed in September 2013
	Permanent regulations for Marijuana Related Uses	Lindsey	Full Council		Council passed in September 2013
	Downtown amendments - Bldg size, height, bulk, rebuild (commercial)	Jennifer	Full Council		Council passed in September & October 2013
	Land Use Permit Extensions	Jennifer	Full Council		Council passed in October 2013
	Shoreline Master Program Update	Pete	Full Council		Council passed in November 2013
	SMP Update Comprehensive Plan Amendments	Pete/Lindsey	Full Council		Council passed in November 2013
	SMP Zoning Code update Amendments	Pete	Full Council		Council passed in November 2013
	Comp Plan Update - Capital Facilities Element	Lindsey	Full Council		Council passed in November 2013
	Adoption of the Countywide Planning Policies - Ratification	Lindsey	Full Council		Resolution on 12/09/13 agenda
	Ancich Waterfront Park - Use Recommendation	Lindsey/Parks Dept	Full Council		Public Hearing & Resolution on 12/09/13 agenda
	Initial meeting with petitioners - Gig Harbor Bay Annexation	Lindsey	Full Council		Public meeting & consideration on 12/09/13 agenda
<b>Planning Commission Review in late 2013, 2014 and early 2015</b>					
1	Harbor Vision Element & Policies	Lindsey	Planning Comm.	2013	Reviewed from May through November
2	Downtown Railing standards	Pete	Planning Comm.	2013/14	Based on DRBs recommendation
3	Green First - Landscape Buffers and tree retention amendments	Lindsey/Dennis	Planning Comm.	2013/14	Based on DRBs recommendation (Green First part 1)
4	2015 Major periodic GMA review of Comprehensive Plan	Lindsey	PBC/PC/Full Council	2014-2015	State Mandated
5	Affordable Housing Policy	Lindsey	PBC/PC/Full Council	2014-2015	Part of 2015 Major Update Review
6	Land Use Element	Lindsey	PBC/PC/Full Council	2014-2015	Part of 2015 Major Update Review
7	Housing Element	Lindsey	PBC/PC/Full Council	2014-2015	Part of 2015 Major Update Review
8	Economic Development Element	Lindsey	PBC/PC/Full Council	2014-2015	Part of 2015 Major Update Review
9	Capital Facilities Policies	Lindsey	PBC/PC/Full Council	2014-2015	Part of 2015 Major Update Review
10	Vision 2040 Requirements	Lindsey	PBC/PC/Full Council	2014-2015	Part of 2015 Major Update Review
11	County Wide Planning Policies consistency	Lindsey	PBC/PC/Full Council	2014-2015	Part of 2015 Major Update Review
12	Minimum and Maximum Residential densities	Lindsey	PBC/PC/Full Council	2014-2015	Part of 2015 Major Update Review
<b>City Council Review in 2014</b>					
1	Harbor Vision Element & Policies	Lindsey	Full Council	2014	Public Hearing and review early 2014
2	Downtown Railing Standards	Pete	Full Council	2014	Minor amendments to design guidelines
3	Green First - Landscape Buffers and tree retention amendments	Lindsey/Dennis	Full Council	2014	Based on DRBs recommendation (Green First part 1)
4	Housekeeping amendments	Planning Staff	Plng & Bldg	2014	Minor amendments
5	Annex Gig Harbor Bay	Lindsey	Full Council	2014	Initial meeting on 12/09/13 - anticipate mid 2014 final annexation date
<b>Planning Commission Review in 2015 and future</b>					
High	Residential Plat Layout and FARs for small lots	Jennifer	Planning Comm.	2015	Based on DRBs recommendation and FARs for lots less than 7,200sf
High	Cottage Housing	Planning Staff	Planning Comm.	2015	Subcommittee developing model ordinance
Medium	Mixed Use District Overlay Removal	Planning Staff	Planning Comm.	2013	Need work-study session with PC
Medium	Code Changes to Implement Harbor Vision	Lindsey/Dawn/Jennifer	Full Council	2015	Post 2015 Major Update review
Medium	Parking Regulation Review	Jennifer	Planning Comm.	2015	Recommend holistic look at parking regs.
Low	Design and Height Standards for Industrial Uses	Planning Staff	Plng & Bldg	2015	
Low	RB-2 Density Bonus Process	Planning Staff	Plng & Bldg	2015	
<b>Ongoing Long Range Work Program of Planning Department</b>					
	UGA discussion with Pierce County	Jennifer/Lindsey	PBC/Planning Comm.	2014	Ongoing participation
	Buildable Lands Reporting and Analysis	Lindsey		2014	Next report due 2014. Capacity Analysis 2013 and 2014
	Zoning Code Amendment Process	Jennifer	Plng & Bldg	2014	Initiate review
	Airport Committee	Pete		2014	Ongoing participation
	Growth Management Coordinating Committee	Lindsey		2014	Ongoing participation
	Coastal Training Program Washington Advisory Group	Pete		2014	Ongoing participation
	West Sound Local Integrating Organization	Pete		2014	Ongoing participation
	Climate & Greenhouse Gasses Guidance from DOE on SEPA review	Jennifer	Plng & Bldg	2014	Awaiting final directions from Ecology



**Business of the City Council**  
**City of Gig Harbor, WA**

**Subject: First Reading –Ordinance  
 Repealing and Replacing Ordinance 1240  
 Re: Compensation for Municipal Court  
 Judge.**

**Proposed Council Action: Consider  
 Ordinance At First Reading**

**Dept. Origin: Court**  
**Prepared by: Stacy Colberg**  
**For Agenda of: December 9, 2013**  
**Exhibits: Proposed Ordinance**  
 Initial & Date

**Concurred by Mayor:** \_\_\_\_\_  
**Approved by City Administrator:** \_\_\_\_\_  
**Approved as to form by City Atty:** *app rd via email*  
**Approved by Finance Director:** *SC 12/5/13*  
**Approved by Department Head:** *SC*

Expenditure	Fiscal	Amount	Appropriation
Required \$53,821.92	Consideration \$0	Budgeted \$60,000	Required \$0

**INFORMATION / BACKGROUND:**

RCW 3.50.080 requires that the salary of the Municipal Court Judge shall be fixed by ordinance. The last ordinance setting the judge’s salary was adopted in May 2012 (Ordinance 1240). To comply with state law the attached ordinance has been drafted consistent with RCW 3.50.080 and replaces Ordinance 1240. This proposed ordinance brings the City compliant with statutory requirements and reflects the salary for the Municipal Court Judge along with an effective date as stated in the new contract, which will be presented for approval with second reading of the ordinance.

**FISCAL CONSIDERATION:**

None.

**BOARD OR COMMITTEE RECOMMENDATION**

None.

**RECOMMENDATION / MOTION**

**Move to:** Bring back for consideration on second reading.

ORDINANCE NO. \_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE GIG HARBOR MUNICIPAL COURT; REPEALING AND REPLACING ORDINANCE NO. 1240 REGARDING COMPENSATION FOR THE MUNICIPAL COURT JUDGE.**

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WHEREAS, by way of Ordinance No. 1240, the City established a municipal court as authorized under chapter 3.50 RCW; and

WHEREAS, RCW 3.50.080 requires that the salary of the municipal court judge shall be fixed by ordinance; and

WHEREAS, on June 27, 2011 the City Council approved a contract with the municipal court judge that expires on December 31, 2013; and

WHEREAS, the City Council desires to adopt this ordinance for consistency with RCW 3.50.080; Now, therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ORDAINS AS FOLLOWS:

Section 1. Repeal. Ordinance No. 1240 is hereby repealed.

Section 2. Municipal Court Judge Salary. The monthly base salary for the municipal court judge shall be \$4,485.16 for general administrative time, jury and non-jury trials and hearings, occasional in-custody arraignments, regular Tuesday and Wednesday court calendars, and related activities.

Section 3. Effective Date. This Ordinance shall be in full force five (5) days after passage and publication of an approved summary consisting of the title and shall apply retroactively to January 1, 2014.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this 13th day of January, 2014.

CITY OF GIG HARBOR

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Mayor Charles L. Hunter

ATTEST/AUTHENTICATED:

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Molly M. Towslee, City Clerk

APPROVED AS TO FORM:  
Office of the City Attorney

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Angela Summerfield

FILED WITH THE CITY CLERK: 12/05/13  
PASSED BY THE CITY COUNCIL: 01/13/14  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO: