

**Gig Harbor
City Council
Meeting**

**April 14, 2014
5:30 p.m.**



"THE MARITIME CITY"

**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
Monday, April 14, 2014 – 5:30 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of City Council Minutes Mar. 24, 2014.
2. Correspondence / Proclamations: a) Parks Appreciation Day; b) Volunteer Vern Parks Appreciation Day.
3. Liquor License Action: a) Change of LLC: Gourmet Burger Shop; b) Cigar Land Discontinued;
4. Receive and File: a) Minutes of Operations Committee March 20, 2014, b) Minutes of Intergovernmental Affairs Committee Minutes March 24, 2014; c) Finance Committee Minutes March 17, 2014; d) Parks Commission Minutes March 5, 2014; e) Council Worksession Minutes March 24, 2014; f) Lodging Tax Advisory Committee Minutes Apr. 3, 2014; g) Well City Award Announcement.
5. Second Reading of Ordinance No. 1288 – Reducing Number of Members on the Gig Harbor Arts Commission.
6. Rosedale Roadway Improvements – Public Works Closeout Contract Change Order.
7. Resolution No. 957 – Skansie Netshed Surplus Furnishings and Articles.
8. Lift Station 4A – Appraisal Services Contract.
9. Eddon Boat Heritage Grant Contract with the State of Washington.
10. Eddon Boat Park Residence – Consultant Services Contract.
11. Ancich Waterfront Park Habitat Assessment – Consultant Services Contract.
12. Approval of Payment of Bills Apr 14, 2014: Checks #75092 through #75260 in the amount of \$974,606.69.
13. Approval of Payroll for the month of March: Checks #7242 through #7256 and direct deposits in the amount of \$358,359.09.

PRESENTATIONS:

1. Parks Appreciation Day Proclamation – Doug Pfeffer and Sara McDaniel, Parks Commissioners.
2. Volunteer Vern Parks Appreciation Day Proclamation – Meredith Hatch and Bob Ingram.

OLD BUSINESS:

1. Second Reading of Ordinance No. 1289 - Budget Amendment to add Economic Development Manager Position.

NEW BUSINESS:

1. First Reading of Ordinance – Changing the Name of the Operations & Public Projects Committee to Public Works Committee.
2. First Reading of Ordinance – Incorporate Provisions of State Law Regarding Cyberstalking.
3. Well No. 4 Rehabilitation Project – Small Public Works and Consultant Services Contract Award.
4. First Reading and Adoption of Ordinance – Six-month Moratorium on Marijuana Related Uses.

STAFF REPORT: City Administrator Denny Richards.

PUBLIC COMMENT:

MAYOR'S REPORT / COUNCIL COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

1. Operations Committee: Thu. Apr 17th at 3:00 p.m.
2. Boards and Candidate Review: Mon. Apr 21st at 4:00 p.m.
3. Parks Appreciation Day – Sat. Apr 26th.

EXECUTIVE SESSION: For the purpose of discussing pending litigation per RCW 42.30.110(i).

ADJOURN:

MINUTES OF GIG HARBOR CITY COUNCIL MEETING – March 24, 2014

PRESENT: Councilmembers Arbenz, Ekberg, Perrow, Lovrovich, Payne, Kadzik and Mayor Guernsey. Councilmember Malich came to the meeting later.

CALL TO ORDER: 5:30 p.m.

PLEDGE OF ALLEGIANCE: Mayor Guernsey asked Scout Troop 212 to lead the Pledge of Allegiance.

CONSENT AGENDA:

1. Approval of City Council Minutes Mar. 10, 2014.
2. Liquor License Action: a) Renewals: Morso, GH Yacht Club, The Green Turtle, Happy at the Bay Teriyaki, Harbor Greens, GH Farmers Market, and Maritime Inn, GH Farmers Market at Uptown; b) Special Occasion Liquor License: History Museum
3. Receive and File: a) Minutes of Joint Council / Planning Commission Worksession Mar. 3, 2014; b) Parks Commission Minutes Nov. 6, 2013; c) Boards and Committees Candidate Review Minutes March 12, 2014.
4. Re-Appointments / Appointments to Gig Harbor Arts Commission.
5. Amendment to Jail Contract – Kitsap County.
6. Resolution No. 955 – Surplus Property - WWTP.
7. Lift Station No. 8 Fence Installation – Small Public Works Contract Award.
8. Resolution No. 956 – Set Public Hearing Date for DRN Annexation of the Bay.
9. Natural Yard Care Agreement with Tacoma-Pierce County Health Department.
10. Approval of Payment of Bills Mar. 24, 2014: Checks #74955 through #75091 in the amount of \$694,530.59.

MOTION: Move to adopt the Consent Agenda as presented.
Kadzik / Ekberg - unanimously approved.

Mayor Guernsey welcomed the members newly appointed and reappointed to the Gig Harbor Arts Commission: Deborah Grady, Laura Bethke, and Martha Reisdorf.

PRESENTATIONS:

Mayor Guernsey introduced Nancy Henderson, Pierce Transit Board of Commissioners Representative for Auburn, Gig Harbor, Fircrest, Pacific, Ruston, and Steilacoom. Ms. Henderson said she is attending the smaller cities meetings to get acquainted with the members she will be representing. She cited an overview of the Gig Harbor routes and the elimination of Route 113 to the peninsula; no longer in the Pierce Transit District. She said that as our representative, she wants to be a good voice for us. She encouraged anyone to contact her with any concerns or questions, and said she will keep us advised of items that will impact our region.

Councilmember Perrow thanked her for coming and said he looks forward to talking to her regarding out antiquated routes. Councilmember Payne thanked her for coming and said he also looks forward to discussing the issues.

Mayor Guernsey recognized former Councilmember Derek Young in the audience, and mentioned the city's passion for the trolley.

OLD BUSINESS:

1. Second Reading of Ordinance No. 1287 - Biennial Budget. Finance Director David Rodenbach presented the second reading of this ordinance that he described as allowing a longer view into the future to plan.

Councilmember Payne mentioned that in talking to staff, the time savings seem to be significant, and so this is the right thing to do.

MOTION: Move to adopt Ordinance No. 1287 as presented.
Kadzik / Payne - unanimously approved.

Councilmember Kadzik excused himself from the meeting at this time: 5:40 p.m. and Councilmember Malich came in at 5:43 p.m.

NEW BUSINESS:

1. First Reading of Ordinance – Reducing Number of Members on the Gig Harbor Arts Commission. City Clerk Molly Towslee explained that this ordinance reflects the discussion by Council and by the Arts Commission to reduce the number of members from nine to seven. In addition, it amends the ordinance to reduce the monthly meeting requirement to “at least” quarterly to allow more flexibility. This will return on the consent agenda at the next meeting for adoption.

2. First Public Hearing – Harbor Hill Development Agreement – Amendment No. 2. Planning Director Jennifer Kester presented the background for this amendment to 1) all the expansion of the M-2 parcel in support of the Heron's Key project; 2) update the infrastructure construction sequencing; and 3) allow model homes to begin construction prior to the completion of the infrastructure improvements.

Mayor Guernsey opened the public hearing at 5:45 p.m.

John Chadwell, Olympic Property Group, 110505 Burnham Drive NW. Mr. Chadwell spoke in favor of the amendment, emphasizing that this will allow a better transition for the expansion of the Heron's Key's site to the adjacent residences. The model home piece clarifies when the model home could be completed. He offered to answer questions.

There were no further comments and the public hearing closed at 5:47 p.m. This will return for a second public hearing on April 14th.

STAFF REPORT:

1. Jeff Langhelm, Public Works Director: Update on Lift Station No. 8. Mr. Langhelm reported on the progress to replace the lift station that serves the west side of the city. The station is sixteen years old and in need of reliability updates including an emergency pump, new valves and wiring, and expanding the fence. He showed photos of the project and answered questions.

PUBLIC COMMENT: None.

MAYOR'S REPORT / COUNCIL COMMENTS:

Mayor Guernsey introduced members of Boy Scout Troop No. 212 from Chapel Hill Church. She then announced that the City Clerk, Molly Towslee, had recently been awarded the President's Award of Distinction from the Washington Municipal Clerk's Association and congratulated her.

Mayor Guernsey presented an update on progress at the Skansie House. City crew is finishing the downstairs and basement, and we are working with Harbor Wildwatch to use a part of the building. In addition, they have done a walkthrough of the Eddon Boat Brick House to gather information in order to upgrade the facility to use as a community center and Eddon Boatshop offices.

Councilmember Malich announced that he met with Derek Kilmer's staff in Washington D.C. and was encouraged that the acquisition of the sand spit is moving along. He also talked to them about the trolley and a few other waterfront issues. He enjoyed the visit.

Councilmember Perrow said that he attended his first Tacoma Narrows Advisory Commission meeting, and reported that there is a lot being done there. It is in much better hands with Pierce County, and there are plans for a playground, view point, and other improvements, he said. The hangars are up to 70% occupancy; a big increase.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Lodging Tax Advisory Commission: Thu. Apr 3rd at 7:30 a.m.
2. Intergovernmental Affairs Committee: Mon. Apr 14th at 4:00 p.m.
3. Operations Committee: Thur. Apr 17th at 3:00 p.m.
4. Please see additional meeting notices on city website.

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

The Mayor announced an Executive Session at 5:58 p.m. for approximately 20 minutes to discuss property acquisition per RCW 42.30.110(1)(b). No action is anticipated.

The Mayor and Council returned to regular session at 6:22 p.m. and adjourned to the workstudy session for the Hospital Benefit Zone (HBZ) presentation.

CD recorder utilized: Tracks 1002 – 1019

Jill Guernsey, Mayor

Molly Towslee, City Clerk

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, parks, playgrounds, nature trails, open spaces, community and cultural centers, and historic sites make a community attractive and desirable places to live, work, play and visit to contribute to our ongoing economic vitality; and

WHEREAS, parks are a place where people can reflect, re-energize or socialize; a place where everyone is welcome; and a place that builds community; and

WHEREAS, parks, greenways and open spaces provide a welcome respite from our fast paced, high-tech lifestyles while protecting and preserving our natural environment; and

WHEREAS, numerous jurisdictions, cities and organizations have joined together to create an event that encourages citizens to celebrate the value and enhanced quality of life that parks bring to our communities; and

WHEREAS, many businesses, benefactors, organizations and donors have provided sponsorships and donations to support this event that will bring citizens together to support their local parks; and

WHEREAS, hundreds of people of all ages have pledged to volunteer their time to clean-up and beautify parks and open space throughout Gig Harbor and Pierce County on Saturday, April 26, 2014;

NOW, THEREFORE, I, Jill Guernsey, Mayor of the City of Gig Harbor, hereby designate April 26, 2014, as

PARKS APPRECIATION DAY

and encourage all citizens to celebrate by participating in this event and visiting their local parks and other regional parks throughout Pierce County.

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, Vernon Young aka Volunteer Vern devoted his life to the preservation and improvement of parks, playgrounds, nature trails and open spaces in his hometown community of Gig Harbor; and

WHEREAS, Volunteer Vern rallied and coordinated community members and other volunteers to improve and preserve these outdoor spaces; and

WHEREAS, Volunteer Vern secured funding and volunteers to successfully preserve open space and park lands; and

WHEREAS, nothing brought Volunteer Vern more joy than to see citizens come together to support their local parks and open space:

WHEREAS, hundreds of people of all ages have pledged to volunteer their time to clean-up and beautify parks and open space throughout Gig Harbor and Pierce County on Parks Appreciation Day Saturday, April 26, 2014;

NOW, THEREFORE, I, Jill Guernsey, Mayor of the City of Gig Harbor, hereby designate April 26, 2014, as

VOLUNTEER VERN PARKS APPRECIATION DAY

in honor the memory of Vernon Young, and encourage all citizens to celebrate the life of Volunteer Vern and show their appreciation for parks and open spaces by participating in this event and visiting their local parks and other regional parks throughout Pierce County.



NOTICE OF LIQUOR LICENSE APPLICATION

RETURN TO: WASHINGTON STATE LIQUOR CONTROL BOARD
License Division - 3000 Pacific, P.O. Box 43075
Olympia, WA 98504-3075
Customer Service: (360) 664-1600
Fax: (360) 753-2710
Website: www.liq.wa.gov
DATE: 3/31/14

GEK

TO: MOLLY TOWSLEE, CITY CLERK
RE: CHANGE OF LLC MEMBER

UBI: 603-254-214-001-0001

License: 410484 - 1U County: 27
Tradename: GOURMET BURGER SHOP
Loc Addr: 4120 HARBORVIEW DR
GIG HARBOR WA 98332-1080
Mail Addr: PO BOX 31
LAKEBAY WA 98349-0031
Phone No: 253-884-1630 TRAVIS HIGHTOWER

APPLICANTS:
GOURMET BURGER SHOP LLC
HIGHTOWER, TRAVIS BLUE
1973-02-22

Privileges Applied For:
DIRECT SHIPMENT RECEIVER-IN/OUT WA
BEER/WINE REST - BEER/WINE
OFF PREMISES

As required by RCW 66.24.010(8), the Liquor Control Board is notifying you that the above has applied for a liquor license. You have 20 days from the date of this notice to give your input on this application. If we do not receive this notice back within 20 days, we will assume you have no objection to the issuance of the license. If you need additional time to respond, you must submit a written request for an extension of up to 20 days, with the reason(s) you need more time. If you need information on SSN, contact our CHRI Desk at (360) 664-1724.

- 1. Do you approve of applicant ?
2. Do you approve of location ?
3. If you disapprove and the Board contemplates issuing a license, do you wish to request an adjudicative hearing before final action is taken?
4. If you disapprove, per RCW 66.24.010(8) you MUST attach a letter to the Board detailing the reason(s) for the objection and a statement of all facts on which your objection(s) are based.

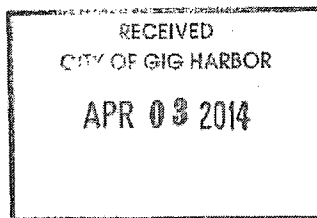
DATE

SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE



**Washington State
Liquor Control Board**

Licensing and Regulation
PO Box 43098, 3000 Pacific Ave SE
Olympia WA 98504-3098
Phone – (360) 664-1600
Fax – (360) 753-2710



April 1, 2014

Mayor of Gig Harbor

This is to notify you that:

CIGAR LAND, GIG HARBOR
11430 51ST AVE NW STE 103
GIG HARBOR, WA 98332-7897
LICENSE #087024 - 1U
UBI 601-377-528-001-0002

discontinued sales and service of liquor at the above location on March 31, 2013.

This is for your information and records.

Merwil Guzman
Special Licenses & Permits
Licensing & Regulation
360-664-1616

cc: Tacoma Enforcement



OPERATIONS & PUBLIC PROJECTS COMMITTEE MEETING

DATE of MEETING: March 20, 2014

TIME: 3:00 p.m.

LOCATION: Public Works Conference Room

MEMBERS PRESENT: Councilmembers Ekberg and Lovrovich

STAFF PRESENT: Public Works Director Jeff Langhelm, City Engineer Steve Misiurak, WWTP Supervisor Darrell Winans, PW Operations Supervisor Marco Malich, Special Projects Coordinator Lita Dawn Stanton, Asst. City Clerk Maureen Whitaker, and Mayor Guernsey by phone.

SCRIBE: Maureen Whitaker

1. 2014 GIG HARBOR ARTS COMMISSION (GHAC) WORK PLAN.

DISCUSSION POINTS

Membership Size / Meeting Schedule.

Lita Dawn Stanton presented the 2014 Work Plan Proposal. The Plan proposed reducing the membership from a 9-member Commission to a 7-member Commission and increasing the meetings from quarterly (4 times per year) to an every-other-month schedule (6 times per year). Ms. Stanton stated that the Commission went from monthly to quarterly meeting about four years ago when the City made several budget cuts. Ms. Stanton stated that increasing the meetings to every other month would increase staff time but would allow the Commission more time to implement their Work Plan.

RECOMMENDATION/COMMENTS

Councilmember Ekberg suggested that the GHAC meetings go to every other month and possibly tapering down to less meetings at the end of the year if warranted.

2014 Projects.

Ms. Stanton presented the proposed GHAC Work Plan.

1. Public Art at the Maritime Pier – The permits are in place for public art within a landscaped area near the entrance of the Maritime Pier. Since the “Big Catch” sculpture by Doug Granum is no longer planned at this location, the Commission recommends that the Public Art Fund be used to purchase a maritime-themed sculpture before permits expire. The new art will need to be in place by 2015.

RECOMMENDATION/COMMENTS

Councilmember Ekberg was in favor of the Gig Harbor Arts Commission moving forward with a proposal to full Council.

2. Media Meet and Greet Workshop #3 – “How to Build a Website” - Ms. Stanton reported that in 2013, the GHAC sponsored two well-attended public workshops for area businesses, artist, and organizations. The first workshop included a panel of 8 people from local media. The second focused on social media and Facebook development. The third workshop will provide instruction on building websites. Councilmember Ekberg asked what the public benefit is for the third workshop and Ms. Stanton stated it is support for the local artists and art organizations.

RECOMMENDATION/COMMENTS

None.

3. OutDoor Gallery Program – In 2012, the GHAC installed (through donations), two basalt pedestals on Harborview Drive in front of the Russell building. Through a RFP process, two pieces were installed. Vandalism resulted in their removal. Ms. Stanton stated that that the durability of the art will be better considered for any future art placement. The GHAC recommends that the Public Art Fund be used to acquire permanent art for these locations. They would also like to add a basalt pedestal in front of Ancich Park when the site is developed. Councilmember Ekberg stated that he is a big proponent of art in the sidewalk. Ms. Stanton said that this would need to be coordinated with Public Works. Jeff recommended the GHAC to create a list of different designs and Public Works could consider them in advance of future sidewalk projects.

RECOMMENDATION/COMMENTS

Councilmembers Ekberg and Lovrovich recommended that there should be better placement of the pedestals as the art is not visible from the street due to parked cars. The Committee recommended if the GHAC would like to use the Public Art Fund to acquire permanent art for the pedestals, it should be proposed to full Council.

4. Public Art and Funding Partnerships.

Ms. Stanton discussed briefly the limited funding that exists for public art. The GHAC recommends seeking partnerships with local foundations, organizations, the Tribes, and other funding groups in partnership to fund the placement of public art around the City.

RECOMMENDATION/COMMENTS

None.

5. Outdoor Art / Self-Guided Tour.

Ms. Stanton reported that an inventory of outdoor and indoor art owned by the City has been completed. The GHAC recommends creating a walking-guide of city-owned art including pieces located in the Civic Center. The GHAC will continue to work with the Gig Harbor Waterfront Alliance to include information on city-owned public art locations within their map/guide publication.

RECOMMENDATION/COMMENTS

Councilmember Ekberg said that he was pleased that there is an inventory of City-owned art.

6. NetShed Art Show.

Ms. Stanton reported that the GHAC is partnering with Peninsula Art League in sponsoring a yearlong plein-air project focused on the netsheds. The show is scheduled at the Civic Center from May 1 thru June as a way to educate the public on our maritime history and provide added exposure for local artists.

RECOMMENDATION/COMMENTS

None.

Request for Information – Parks and Public Spaces

Ms. Stanton discussed GHAC's review process once a placement of public art is approved as follows:

A copy of the Public Art Review Worksheet that was established a few years ago was handed out to the Committee. The worksheet is a flow chart used to determine the course of review for public art proposed on City property.

- If the art is within a *park*, the Parks Commission is asked for input on art placement location (no interference with site function).
- If the art is within a *registered or historically significant city-owned property*, the Design Review Board is asked for input on subject-matter compatibility (no loss of the site's historic integrity).
- All placements go before the Operations Committee for durability, site compatibility, construction methodology, and safety.
- The Arts Commission juries-in the work solicited via a RFP. Their recommendation is forwarded to City Council for final approval.

Ms. Stanton said that the GHAC has requested a list of public spaces vs. park locations. She was unsure if spaces such as the Bogue Viewing Platform/Pump Station 2A, Harborview Drive Street End/Old Ferry Landing, Wheeler Street End and Finholm View Climb are considered City parks. Marco Malich stated that all parks and open spaces are considered City parks and are listed on the City's website.

2. 2014 PUBLIC WORKS CAPITAL WORK PLAN.

DISCUSSION POINTS

Jeff Langhelm provided a brief update on several projects on the Plan as follows:

PARKS

Harbor Hill Park Property.

Staff is moving forward with a plan to re-examine the park's visioning process. He stated that this would be discussed at the next City Council / Parks Commission Work Study Session. Councilmember Ekberg asked if staff was working with Olympic Property Group (OPG). Mr. Langhelm stated that the City is looking for further input from OPG, City Council, and the Parks Commission.

Wilkinson Farm Park – Trail System.

Two new public viewing platforms will be installed along the edges of the pond at the park. Councilmember Ekberg asked if the permits in place. Mr. Langhelm stated that the required Mitigation and Monitoring Plan was developed by Grette and Associates in 2012. The remaining item needing permitting is the piers in the wetland.

Cushman Trail Phase 3 and 4.

Steve Misiurak reported that both phases of the project are in plan review, awaiting 100% plans and specifications. The right-of-way is certified for Phase 3, with Phase 4 certification imminent. Federal NEPA approval has been received and the staff is working with WA Department of Fish and Wildlife for a Hydraulic Permit Approval once the mitigation for the pin pile footing in the wetlands is determined. The project was originally permitted and ready for construction in 2008. Construction is scheduled to occur in Summer 2014.

Twawelkax Trail.

Mr. Langhelm reported that staff continues to move forward with an easement from the property owners of the Rosedale Village development. Once the civil permits are issued for Rosedale Village, then the easement can be determined.

Jerisich Dock Extension.

The construction project has been awarded and a pre-construction project was held this week. The project is scheduled to be completed before Memorial Day.

Ancich Waterfront Park Assessment and Interim Use.

City has had an engineering assessment performed of the existing structures and are preparing permit applications for interim park use. Mr. Langhelm discussed outlining what is wanted as an interim use, e.g., gravel paths, benches; and garbage cans. The site continues to be very wet and the French drain may need to be more robust which could cause the park not to be open this summer. Councilmember Ekberg acknowledged that although the site is wet, he hopes there can be a bench placed at the bottom rather than the park sit unused.

Jerisich Dock Power and Water.

Construction is scheduled for this fall and will be available for public use this winter. Staff is looking into a credit card kiosk system.

Eddon Boat Residence.

A meeting with staff was recently held discussing design for future public use. There is discussion about using the main floor for meetings and conferences. The Gig Harbor BoatShop would like to use the upstairs for offices. No agreements in place as of yet.

Crescent Creek Play Structure.

Continue efforts to re-develop the playground area. The project was scheduled to be completed before January 1, 2014 but staffing and weather delays has caused the project to continue into 2014 with an unfunded balance of \$120,000.

STREETS

Harbor Hill Drive Extension.

City staff is preparing to meet with the Sportsman's Club again to address their concerns mainly on the S-curve in order to finalize the roadway alignment and the certification of the right-of-way.

Street Light Installation.

Discussion on the 2- 20 ft. LED street lights that will be installed at the intersection of Harborview and Novak, and Harborview and Dorotich to improve safety, eliminate some of the high cobra style lights and help eliminate stray light into existing homes in these areas. Councilmember Ekberg expressed concern if the streetlights were still planned to go up Peacock Hill, as he had not seen any more installed for a few years. Staff responded that they are still planned for the future. There was also discussion about the relocation of the banner poles to a safer area on Harborview Drive at Austin Estuary Park. Old street light poles have been repainted green and will function as the banner poles.

Wollochet Drive Interchange Traffic Signal Upgrade.

In partnership with WSDOT, the City's Kimball Drive and Hunt traffic signals will be upgraded to be compliant with WSDOT Wollochet Interchange Upgraded Ramp traffic signals. This will allow the traffic signals from Grandview Street to the Wollochet Interchange and Hunt to Grandview to be interconnected.

SR16/Burnham Dr. Wetland Mitigation Reporting.

Year 5 of 10-year monitoring requires an empirical analysis of the plants and wetland.

Point Fosdick Sidewalk Improvement Project.

The project will be designed with sidewalks on both sides between Harbor Country Drive and Briarwood on the west and Quail Park on the east. The bid documents will be prepared to have a base bid (sidewalks on Library side) with an alternate bid for sidewalks on the other side. City received a state grant for \$120,000. An open house will be held on 4/1/13 from 4:00 to 6:30 p.m.

WATER

Deep Aquifer Well No. 11.

Discussion about the funding necessary to get power to the new well and future lift station #17 and Operations facility. The City will contract with Peninsula Light for this work, which will entail looping and undergrounding the power from the Boys and Girls Club to the well site.

Reuse and Reclaimed Water – Phase 2.

This item has not been forgotten but has been pushed down the list.

Asbestos Cement (AC) Water Main Replacement.

This year the City will replace 2,200 LF of existing AC water main with ductile iron water main. Approximately \$250,000 is remaining from a Dept. of Health "Jobs Act Now" grant. Mr. Langhelm added that once this portion is replaced, AC water main to the East water tank will have been replaced.

WASTEWATER

Lift Station No. 6 Replacement (Ryan Street).

Darrell Winans reported that the pumps are 40 years old and have found a manufacturer for parts to help improve reliability. The right of way issue needs to get resolved.

Wastewater Treatment Plant Phase 2.

Mr. Misiurak reported that 95% plans and specs are under review for the lab/operations building. The project is scheduled to go out to bid the end of April with a bid opening near Memorial Day with the mechanical portion of the project to follow. Construction is anticipated this summer.

Lift Station No. 17 Property/Easement Acquisition

Mr. Langhelm reported that the preliminary layout of placing the facility in the right-of-way is progressing forward. City funds are being utilized for permitting and design only. Developer funds will be needed to construct the new lift station.

CITY BUILDINGS

Public Works Operations Center Design and Construction.

Mr. Langhelm reported that the consultant did not get as far as we had hoped. A budget amendment is necessary to complete the design in 2014.

3. 2015-16 BUDGET DISCUSSION.

DISCUSSION POINTS

Biennial Budget.

Jeff Langhelm provided a brief summary of the proposed biennial budget as it relates to the Public Works Department. He discussed several reasons why a biennial budget is a good option for Public Works. Jeff L, Steve M, Marco M, and Darrell spend approximately 160 hours each for budget preparation annually, therefore there would be a staff savings going to a biennial budget. Additionally, many PW capital projects span more than one year, so the need for carry-over would be greatly reduced. Councilmember Ekberg stated that his initial concern with going to a biennial budget is the need for lots of budget amendments.

Future Staffing needs.

Mr. Langhelm also addressed staffing needs for 2016. Two new full-time positions will be proposed for the Wastewater Treatment plant: a laborer and an administrative assistant. When Phase 2 of the plant expansion is completed, improvements will consist of UV disinfection and a new laboratory and operations building. Currently we hire a seasonal laborer for 10 months per year who in light of other duties takes care of the maintenance of the buildings and grounds. Currently the administrative assistant is a shared position working at the Plant 1.5 days per week. The rest of the week, she works at the Maintenance Shop and in Operations at City Hall. Mr. Winans stated that personnel should go hand-in-hand with adding new equipment of this caliber.

Mr. Langhelm further stated that the City has been down three maintenance technicians since the layoffs in 2009. One maintenance technician proposed for 2014. Two maintenance technicians are needed to stay up with Parks and one is needed to assist with ongoing water and street maintenance. Mr. Langhelm also discussed the need to a Parks Manager to take over the management of parks operations, help run the Parks Commission meetings, manage field reservations, help with planning park development and resources, grant writing, managing lease agreements with the BoatShop, Skansie NetShed and House, Eddon Boat Park Residence, Wilkinson Farm and future leases.

Jerisich Dock Ramp.

The surfacing of the ramp is starting to wear. Discussion regarding replacing the surfacing or replacing the ramp resulting in revamping the ramp/float system, which creates a better ramp/float system. Mr. Langhelm stated that possibly the work could be done in-house.

Lift Station 4A.

Hopefully budgeting for construction dollars.

Lift Station 3A.

Councilmember Payne suggested making some improvements to the building façade.

Well #11 (redundant well).

This well is the highest producing well in the City and the furthest north well that we have that can provide water to all wells. The design, permitting, and installation of the necessary power supply will be completed in 2014. Mr. Langhelm stated that he will request in the upcoming 2015 budget approximately \$2M for the construction of the well house, controls, and all necessary appurtenances.

Public Works Operations Center.

The design will be completed by this year and budgeted to go to construction in 2015-16. Funding options were discussed.

Ancich Waterfront Park.

Mr. Langhelm discussed phasing and grant funding. The first grant request is for the upland portion.

Cushman Trail Phase 3 & 4.

Phases 3 and 4 will be bid separately but in a very close timeframe. There was discussion about bidding the projects together, but very difficult with the federal grant funding. Funding for both phases will be expended from the 2014 Budget.

Harbor Hill Park.

Additional grant funding for park design and construction will be requested for next year.

Eddon Boat Park Residence.

Mr. Langhelm stated that the BoatShop would like to apply for a Heritage Grant that will help fund the renovation costs of the residence. Future leasing of the upstairs to the BoatShop was discussed with the first floor being used for community meetings.

Eddon Boat Park Expansion Parcel Acquisition.

Discussion regarding the purchasing of the two parcels, which would be developed to provide water access by surface trails.

Ball Fields Rehabilitation.

Crescent Creek Park and KLM have very wet ball fields. Mr. Langhelm discussed going to artificial turf or installing drains with a new blanket layer and resurfacing.

4. CITY COUNCIL / PARKS COMMISSION JOINT WORK SESSION – DISCUSSION ITEMS.

Scheduling is underway for a work-study session for Council and the Parks Commission. A draft agenda includes the following four items:

1. Harbor Hill Park Visioning
2. Parks Commission Work Plan Discussion
3. Eagle Scout Project Review by Parks Commission
4. Increasing the Parks Commission Members: 5 vs. 7

The Operations Committee discussed item #2. City Council and the Parks Commission will work together to establish a Plan and what items each would like to see on the Plan.

The Eagle Scout Project Review was briefly discussed. Councilmember Ekberg recommended that the City have a list of projects to provide to the scouts/organization in order to provide areas already vetted and ready to go. Marco Malich stated that this list is already underway and it might be a good item to add to the Parks Commission Work Plan.

The Operations briefly discussed the pros, cons, and benefits increasing the Parks Commission member from five to seven.

RECOMMENDATION/COMMENTS

Councilmember Ekberg stated that he would like the work-study session to be a two-sided meeting, with both groups collaborating. Mr. Langhelm stated that he was hoping the meeting could be scheduled before next year's budget kicks off.

Marco Malich discussed adding the Eagle Scout Project list to the work-study session agenda.

5. PROPOSED COMMITTEE NAME CHANGE.

Prior to 2006, the Operations and Public Projects Committee was known as the Public Works Committee. In keeping with the restructuring of the Department(s) of Public Works, Planning, and Building/Fire Safety that functioned under the umbrella of the Community Development Department, a decision was made to drop the Public Works title altogether as Operations and Engineering became divisions of the Community Development Department. The Public Works Committee name therefore was formally changed to Operations and Public Projects Committee.

In 2008, the Community Development Department was restructured back to the Department(s) of Public Works, Planning, and Building/Fire Safety. Public Works staff would like to change the name of the Operations and Public Projects Committee back to the Public Works Committee, as it is a better representation of the policies and matters discussed by the Committee as they relate to transportation and streets, parks, water, sewer, storm sewer, and utilities.

RECOMMENDATION/COMMENTS

Councilmembers Lovrovich and Ekberg supported the name change.

Meeting adjourned at 4:35 p.m.

Respectively submitted,

Maureen Whitaker



GOVERNMENTAL AFFAIRS COMMITTEE

DATE: March 24, 2014
TIME: 4:00 PM
LOCATION: Executive Conference
SCRIBE: Shawna Wise
MEMBERS PRESENT: Council Member Michael Perrow, Council Member Tim Payne
STAFF PRESENT: Mayor Jill Guernsey
OTHERS PRESENT: Briahna Taylor, GTH-GA, Dale Learn, GTH-GA,
Alex Saldano, GTH-GA, all via teleconference

The meeting convened at 4:04 p.m.

Federal Update

Sand Spit: Mr. Learn stated that Councilmember Malich was in Washington DC last week and they met with Derek Kilmer's Legislative Director, Kevin Warnke. He said they discussed the Sand Spit and Mr. Warnke indicated that the Coastguard Authorization Bill may move within 5 weeks and the cost to the City will be minimal. Mr. Learn said that when the bill gets to the House, Mr. Warnke promised to have Congressman Kilmer note in the record that the only cost to the City would be the survey.

BIG Grants: Mr. Learn said another topic of discussion with Mr. Warnke was federal funding for the fuel dock and BIG grants. Mr. Learn suggested that if the City had an interest in BIG and would like to seek a grant, there should be discussion with the Washington State Recreation and Conservation Office to do a joint application and joint request for funding. Mayor Guernsey said that Lita Dawn Stanton may have a contact there and can let them know we have an interest in BIG.

HBZ: Mr. Learn said Councilmember Malich mentioned the Hospital Benefit Zone and Mr. Warnke was interested in more information. Mr. Learn explained Congressman Kilmer can look at this as a model because many federal programs often highlight unique tools or innovative financing. Ms. Taylor said she will give Mr. Learn more information but that there is caution at the state level not wanting to attract attention to it because it can easily be unwritten out of the law. Ms. Taylor explained that HBZ is a credit against the state sales tax and as the state looks at how scarce their funding is, they are giving scrutiny to the tax credits. Mayor Guernsey said she will share the powerpoint presentation that the Finance Department created to explain more on HBZ. Councilmember Payne says HBZ ties into the extendability and sustainability of the current overpass and if we can extend Harbor Hill then we may gain 10 years before we need more funding. He said HBZ has provided funding to get through design. Mr. Learn said this

could be highlighted as a unique financing tool and give the City points on programs that have to be reauthorized before the end of the year.

Councilmember Perrow joined the meeting at 4:13 p.m.

Trolley Program: Mr. Learn said Mr. Warnke had many questions about the trolley program and would like to explore ways to help reduce the fare cost. Mayor Guernsey said the partners need to come up with \$40,000 to get the fare down to 50 cents.

Mayor Guernsey said highway 16 corridor and financing has been topic of conversation and Mr. Learn added that the TIGER program came to mind and working with the WSDOT and PSRC would be beneficial if the City intends to complete an application which is due April 28. Ms. Taylor asked how important WSDOT's role is because in previous meetings they said they don't have any plans for improvements on Highway 16. Mr. Learn said it's important because DOT will choose 3-5 projects that they will support and if the City project is on that list, there is a 50% chance for funding. Mayor Guernsey said she has asked Public Works to get a resolution in front of City Council to start a study with federal seed money. Mr. Learn said that TIGER does have planning money and it's important to justify the project and show the cost benefit.

State Update

Ms. Taylor provided the group with a comprehensive End of Session Report. She said very little was accomplished this session and no capital budget was adopted. Specific to the City's priorities, there was no local community project funding, including the Ancich project. Ms. Taylor said they didn't enact a transportation revenue package which means Harbor Hill Drive extension was not funded. In the transportation revenue package proposal that was released mid-session, neither Frontage Road or Harbor Hill extension were included. Ms. Taylor said not including Harbor Hill on the list indicates that Senator Angel will not be voting for the gas tax increase which will make it difficult for us to have projects funded but there is hope to change Senator Angel's perspective. Ms. Taylor said another reason Harbor Hill wasn't on the list is that it is a local road and legislators say a state gas tax should fund state projects. She said the bill regarding fee immunity did not pass and one reason is that all amendments to the recreational statute have been opposed by the trial lawyers association, but she said there is a way to maintain the same immunity without amending the statute and it can be reintroduced in 2015.

Ms. Taylor said the legislature did not restore liquor taxes, did not give us a portion of marijuana sharing and did not restore the public works assistance account.

Ancich Property: Ms. Taylor said there is a new biennial budget in 2015 and the City has laid a good foundation for putting Ancich in front of the delegation. Ms. Taylor suggests inviting the local delegation to any community events that are near Ancich property as a way to highlight the area. She said we could also host a community event late summer/early fall that is focused on the future of Ancich property as well as informing other interests groups about funding and the vision. She said another option is to combine a local tour with the GTH political event.

Transportation Priorities: Ms. Taylor said Representative Larry Seaquist is working to develop a Peninsula Transportation Priorities list, including Mason and Kitsap County. She said the benefit to pulling everything together as a region is that legislators will hear about the same group of projects at all their meetings and the City should participate in these efforts. Ms. Taylor said that since the Harbor Hill extension project is being given feedback that it is a local project, perhaps we need to reevaluate to make sure the priorities are right for a state funding package. Councilmember Payne said Harbor Hill should be part of the Highway 16 discussion because it can't function for many more years without the extension in place and there was a large study completed years ago focused on the interchange that needs to be given to DOT. Ms. Taylor said discussions should include Highway 16 corridor from the Tacoma Narrows Bridge to 302.

Fee Immunity: Ms. Taylor recommends meeting with the Chair of the Judiciary Committee to find out what work needs to be done with the trial lawyers. She said she can have this meeting on the City's behalf.

LIFT: Ms. Taylor said LIFT is a broader HBZ program but she recommends hanging on to our own program and not getting involved in LIFT. She said LIFT has many strict requirements and many of the programs that used LIFT have gone under scrutiny on how good they have been. Ms. Taylor said there is nothing showing in the future for more LIFT programs since they are a credit against state sales tax and the state is short on money.

Ms. Taylor said she can meet with Denny about the Ancich property, and events to tie in, and then she will let the Committee know. Mayor Guernsey said she will find out about the transportation study and she will talk to the Chamber. Councilmember Payne said he supports a global plan but Harbor Hill needs to remain a strong focus.

Meeting adjourned at 5:10 p.m.

Next Meeting: April 14, 2014



City of Gig Harbor Finance & Safety Committee Minutes

Council Committee Arbenz, Ekberg, and Perrow)

March 17, 2014 – 4:00 p.m.
Executive Conference Room

Call to Order: 4:00 p.m.

Roll Call:

Present: Councilmembers Arbenz, Ekberg and Perrow. Finance Director David Rodenbach, Human Resource Analyst Mary Ann McCool, and Finance Technician Jaci Auclair. Mayor Jill Guernsey was present via teleconference.

New Business:

1. **Five Year Forecast.** David Rodenbach presented a preliminary five-year financial forecast. He said he envisioned this meeting as an exploratory session whereby the Mayor and Councilmembers could question assumptions and provide feedback. Mr. Rodenbach reviewed major revenue source and expenditure projections, explaining the basis for these projections.

Mr. Rodenbach answered Councilmembers' questions and invited further feedback.

2. **Court Security.** Mary Ann McCool gave a brief update on the court security contract with the Police Guild. She mentioned that the contract was currently under review by the City Attorney and changes were likely to be made to the way the court security assignment is managed to maintain compliance with FLSA. Ms. McCool said she would update the Mayor and Councilmembers as soon as new information is available.

Adjourn: 4:30 p.m.

Next Meeting Date: June 16, 2014

CITY OF GIG HARBOR COMMITTEE OUTLINE MINUTES

Parks Commission

Date: March 5, 2014 Time: 5:30 p.m. Location: Community Rooms A/B Scribe: Terri Reed

Commission Members and Staff Present: Commissioners Stephanie Payne, Nick Tarabochia, John Skansi, Christine Hewitson and Sara McDaniel; Staff Members: Public Works Director Jeff Langhelm and Community Development Assistant Terri Reed.

Others Present: City Councilmember Rahna Lovrovich, Doug Pfeffer

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
INTRODUCTION OF NEW COMMISSION MEMBERS:	<p>Introductions were made and brief background overviews were given by the newly appointed Commissioners Christine Hewitson and Sara McDaniel.</p> <p>Rahna Lovrovich was congratulated on her appointment to the City Council and thanked for her work on the Parks Commission.</p>	
APPROVAL OF MINUTES:	Approval of November 6, 2013 Meeting Minutes	<p>MOTION: Move to approve November 6, 2013 minutes as presented.</p> <p>Tarabochia / Skansi – unanimously approved</p>
OLD BUSINESS: Cushman Trail Markings	<p>City Council Member Lovrovich presented some template prototypes for trail location markings for review. The markings are planned for Phase 3 and 4 construction of the Cushman Trail, between 96th Street and Borgen Blvd. The remainder of the trail could be marked by staff.</p> <p>Parks Commission Member Tarabochia stated that additional visibility is still needed on the trail at the Wilco/Park & Ride corner.</p>	<p>Parks Commission members had positive input on the proposed design.</p> <p>Public Works Director Langhelm will look into the history of discussion that City Administration may have had with Wilco.</p>
NEW BUSINESS: Mayor/City Council Retreat Outcome	Public Works Director Langhelm highlighted the Mayor/City Council Retreat discussion pertained to the Parks Commission, which included: advertising all	

**Recommendation/Action
Follow-up (if needed)**

Main Points Discussed

Topic / Agenda Item

	<p>vacancies, possibly expanding the number of members to seven and including residents in the UGA as opposed to just the City limits, improved communication between the Commission and Council by way of emailing meeting agendas/packets, City Council providing a work plan for the Commission, Art proposals to be reviewed by Parks Commission, as well as structures in parks.</p> <p>All vacancies will be advertised, including current members with expiring terms wishing to be considered for reappointment.</p> <p>City Council Member Lovrovich has agreed to help coordinate Parks Appreciation Day details for 2014 and then turn it over to another member for next year.</p> <p>Each Commissioner will be assigned to work at a different park and be responsible for getting volunteers to sign in and provide direction, along with a Public Works staff member assisting with project detail assignments.</p> <p>City Council Member Lovrovich asked about putting some dog park location information at Wilkinson Farm Park.</p> <p>Public Works Director Langhelm reviewed the Parks projects approved in the 2014 budget.</p> <p>Public Works Director Langhelm explained that the play structure installation has been delayed due to weather. A design proposal for fencing around the tree sculpture was received by Public Works but it may require Shoreline permitting. A temporary cedar split rail fence may be installed in the interim until a design and funding for a permanent railing with educational signage can be put into place.</p> <p>Public Works Director Langhelm gave an update on the plan for providing formal public access of this property as a park, which may include native plantings, water,</p>	<p>Chair and Vice Chair positions to be on next Parks Commission agenda.</p> <p>Staff will provide flyers to members for distribution. Posters and postcards should be available March 20th.</p> <p>Staff will provide vests and hats for Commissioners to be more visible.</p> <p>Staff will look into the possibility of locating some dog park information rack cards at Wilkinson Farm Park.</p> <p>Council Member McDaniel will research a webcam option that she is familiar with and report back.</p>
Filing of Parks Commission Vacancies		
Parks Appreciation Day		
2014 City Budget Review		
PARK UPDATES		
Crescent Creek Park		
Ancich Waterfront Park		



Minutes for Workstudy Session: Hospital Benefit Zone

DATE: March 24, 2014
TIME: 6:00 p.m.
LOCATION: Council Chambers
SCRIBE: Molly Towslee, City Clerk
MEMBERS PRESENT: Mayor Guernsey and Councilmembers Malich, Arbenz, Ekberg, Perrow, Lovrovich, and Payne. Councilmember Kadzik was absent.
STAFF PRESENT: Denny Richards, David Rodenbach, and Molly Towslee.

INTRODUCTION

Finance Director David Rodenbach explained that Mayor Guernsey asked him to present the information on the Hospital Benefit Zone in order to get the Council up to speed on the zone and to facilitate updating the project list.

He explained that at the onset, the HBZ was put in place to sell bonds until we found out we needed to back it with the full faith and credit of the city, he said. That would have used up the city's debt capacity, and so the bill was amended to allow the city to bank capacity for future use and enable us to receive 2 million a year back from the state.

Mr. Rodenbach continued with a history of how the HBZ was established, then expanded in 2006 to include unincorporated Pierce County. This expansion allows the County Executive to sign off on an amended list. He continued to explain that the zone allows you to collect matching payments from the state for 30 years not to exceed 2 million dollars per year. Essentially, when the zone was formed, the intent was to obtain 60 million in matching funds over 30 years. The meter began running on the 30 years in 2011 when the city adopted Ordinance No. 1207 for local and sales use tax. Since then we have received 2 million a year from the state, and now he is working with the banked capacity which will result in secured payments from the state over the next 8-9 years.

He said he is unsure whether we will be able to use these funds toward the purchase of the Ancich Property last year because this project wasn't on the HBZ list. He said that he is going to do the research to find out. Because the Hospital Benefit Zone is new, the Department of Revenue is feeling their way through the process. Other examples of money spent on projects not listed are the HUD money spent for the Boys and Girls Club and Eddon Boat. He suggested that Council consider getting these projects on the list to use for matching funds.

Mayor Guernsey clarified that in order to qualify for HBZ funds the project has to reside within the zone outlined on the map on page four of the presentation. Sales tax revenue from this zone is where the funds are from.

Mr. Rodenbach explained that the state distributes an additional 1% of the 6.5% sales and use tax revenues they collect within the HBZ back to the city. He said that the HBZ doesn't increase the tax rate; it's simply a rebate to the city based on an additional tax the state has collected due to development within the zone. The money is kept in a separate, special revenue fund and is used according to budget.

The HBZ funds can be spent on:

- Street and road construction and maintenance
- Water and sewer system construction and improvements
- Sidewalks and streetlights
- Parking, terminal, and dock facilities
- Park and ride facilities of a transit authority
- Park facilities and recreational areas
- Storm water and drainage management systems
- construction, maintenance, and improvement of state highways that are connected to the benefit zone, including interchanges connected to the benefit zone (not required to be in the zone)

The state has only one provision and that is the list cannot exceed the 60,000 million dollar cap, he explained. The amendment to the original list didn't remove any projects; new projects were added which helped to lock in all the available state funds.

Mr. Rodenbach answered questions on the list of what money has been spent on to date. He said that the next step is to update the six-year list of projects and which ones Council wishes to fund.

There was discussion on whether a project has to appear on the list to be counted towards money spent in the zone and whether the focus of the project needed to be geared more directly towards economic development. Mr. Rodenbach said he would put a copy of the report from the Department of Revenue in Council's boxes when it arrives. He added that the State Auditor reviewed the last report and signed off on it. He was asked to forward the five-year list already in existence, to research the issue of inclusion of projects on the list, and what counts towards the "banking of funds."

Council discussed how the decision is made to add projects and to prioritize spending. A follow-up worksession will be called before the budget process; sometime around the same time as the pre-budget worksession in May.

The meeting adjourned at 7:05 p.m.

Councilmembers thanked Mr. Kendall for his presentation. There were no further comments; the worksession adjourned.



LODGING TAX ADVISORY COMMITTEE MINUTES

DATE: April 3, 2014
TIME: 7:30 am
LOCATION: Gig Harbor Civic Center, Conference Rooms A/B
SCRIBE: Maria Tobin
MEMBERS PRESENT: Sue Braaten, Tom Drohan, Kathy Franklin, Jannae Mitton, Lindsey Munson, Councilmember Tim Payne
MEMBERS ABSENT: Mary DesMarais, Warren Zimmerman
STAFF PRESENT: Karen Scott, Maria Tobin
OTHERS PRESENT: Casey Demory, Kati Wright

INTRODUCTION

Councilmember Tim Payne called the meeting to order at 7:40 am. Presented to the LTAC were the following handouts: lodging tax sales figures from January 2014; a presentation summary on the Go West Summit presented to City Council on March 24th, 2014 LTAC meeting schedule, 1st quarter Marketing Department highlights and potential advertising opportunities aboard the Gig Harbor Trolley.

1. Budget planning for 2015-2016

Karen advised the committee about the new City Biennial Budget adopted by City Council on March 24th. She added that planning is already underway for next budget cycle. Karen asked that budget recommendations be emailed to her in preparation for the July 1st LTAC meeting. Councilmember Payne advised the committee that, if a new opportunity comes up even after the budget has been approved by Council, the committee may still petition City Council for an amendment to the budget, but this biennial budget will require a shift in planning and projecting expenses further out. Councilmember Payne continued by stating this process will alleviate the drain on staff time during budget planning.

2. Visit Gig Harbor Video Update

Karen announced to the committee that she has begun researching different production companies to replace the current video for the website and television broadcasts. The following three proposals were received and reviewed: EVI Digital - \$6,925, Ballasiotes Media - \$12,000, Vortex Productions - \$8,500, Medici Studios Wedding Cinema - \$7,250. Karen advised the committee that they are not required to accept the lowest bid and after reviewing work from each production company, she believes that Vortex Productions is the most qualified. Near the end of the meeting, Karen was able to show a sampling of each production company's work. Those remaining to view the video were Sue Braaten, Lindsey Munson, Kathy Franklin, and Tim Payne. All remaining members agreed that Vortex Production, based on the work submitted,

was the most qualified to produce a high-quality video on Gig Harbor. Following the meeting, an email was sent out to all committee members with links to the videos. Karen asked for those who could not stay to view the videos to please view the videos at their earliest convenience any comments be submitted to her by 21 April. Two versions of the Visit Gig Harbor video will be produced for broadcast and another version, tailored for each hotel in Gig Harbor, is expected to be completed by September 2014.

3. Trolley Advertising

Karen presented the committee with the possibility for advertising on the ceiling of the Gig Harbor Trolley, which is due to begin service Memorial Day through Labor Day 2014. Karen advised that the cost would be \$1700 per spot on the roof and 1/6 of leaflet produced by Pierce Transit. The City has already produced a trolley rack card. The committee was not enthusiastic about this advertising opportunity and the consensus was that it would not be efficacious to spend limited ad dollars advertising on the trolley.

4. Marketing Department highlights from first quarter

Karen advised the committee that the Marketing Department has had a very busy first quarter. Major events taking place in the first quarter were the Go West Summit, linking international tour buyers with tour suppliers in the Western United States, as well as WTA's Tourism Day in Olympia, Two Nations trade show in Seattle and Portland, and Military Appreciation Day, which brought in soldiers and their families into Gig Harbor from JBLM. Finally, January 2014 sales tax numbers were up 8% from last year indicating that the year is getting off to a very good start. Karen announced that as an added bonus, within the Washington State Visitor Guide, Gig Harbor was the first city to be listed in the *Peninsula Section* under *Small Towns*.

5. Skansie update

Karen advised the group that there is a new and exciting development for the Skansie House in Downtown Gig Harbor: prospective tenants at the House are Harbor WildWatch and a Visitor Center Satellite Office. The City is shooting for all parties to move in and operations be to be up and running by June 2014. The Chamber will still have their operations of managing the Visitor Center on Judson Street throughout the week, and the Skansie Visitor Satellite Office will be open on weekends plus some weekdays to be determined. The Skansie center will be manned by volunteers with scheduling coordinated by Harbor WildWatch and oversight from the Marketing office. Karen advised that currently, there is not a budget in place to pay someone to manage the Skansie House. Further discussion took place on the importance of filling the Visitor Center Satellite Office with qualified and knowledgeable staff. Training and logistics are coming together. Watch for announcement and open house information soon.

6. Presentation by Danny Sink, USGA Championship Director of the 2015 US OPEN

Danny Sink presented the LTAC with information on the history of the US Open as well as economic impact that results from the US open being hosted at Chambers Bay. The US Open is

a seven-day event that brings in more than 235,000 on-site visitors and \$76 million in direct spending and \$68 million in indirect spending. Media coverage of the events consist of over 2,000 credentials issued and a worldwide audience of over 150 million viewers. The US Open will have over 30 hours of live coverage on Fox Sports. Chambers Bay is a special location for the US Open because it is one of the only public courses were the event will be played. Danny advised the committee to please direct any questions about the tournament to www.chambersbaygolf.com , www.usga.org, and www.usopen.com.

Accommodations- the US Open will require 9,000 room nights throughout Pierce County and these rooms will be booked for integral players within the US Open. Over 900 room nights in Gig Harbor have been booked and most guests will stay 5-7 nights. Guests from the US Open staying in Gig Harbor will include future sights groups and rules officials.

Long term benefits- World-wide television exposure to Pierce County with over 150 million viewers over seven days. Economic impact is estimated at \$140 million. Regional impact will include places as far out as Spokane, Seattle and Portland. Danny encourages local businesses to market to volunteers by reaching out and offering discounts. Councilmember Payne asked about how to better gain exposure to Gig Harbor during the US Open. Danny suggested that providing the US Open with a media kit on Gig Harbor would be most efficient means of advertising Gig Harbor to those involved with the US Open. Find Danny's PowerPoint presentation [here](#).

7. Meeting adjourned at 9:20 am and the next meeting was announced for July 1st, 2014.

Respectfully submitted,



Maria Tobin
Marketing Assistant
City of Gig Harbor



Congratulations! You have earned the 2014 WellCity Award!



City of Gig Harbor has met the AWC Trust's WellCity standards and achieved 61% participation in the Health Questionnaire, earning a 2% discount on all AWC Trust medical premiums in 2015.

You have earned the **WellCity Award of Achievement**. This level of recognition requires a minimum of 90 points and completion of all required items, including a minimum of 50% employee and spouse/partner participation in the Health Questionnaire.

A record 96 employers in Washington earned the WellCity Award this year. The average HQ completion rate among WellCities was 64%. Thank you for your dedication to employee health and for building an outstanding wellness program. Your program is certainly an example for others to emulate.

Upcoming recognition

2014 WellCity Award recipients will be recognized in a special edition of *For Your Health* this Thursday, as well as in next Wednesday's *CityVoice*.

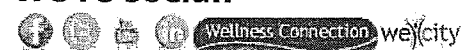
Your WellCity Award plaque, window clings and certificates for wellness committee members will be mailed in late May. You will also receive three road signs to post in your community and permission to use the official WellCity logo on your website, email signature and other media. Your achievement will also be recognized at AWC's Annual Conference in June, at the Member Expo in October and at the Healthy Worksite Summit September 30.

Spread the news

Please send a few photos of your wellness program so we may feature it the WellCity brochure, video or slideshow. Click [here](#) to find a press release along with details on submitting photos, the road signs, WellCity logo use and registering to attend an upcoming AWC conference.

Congratulations again on your accomplishments!

We're social!





Business of the City Council
City of Gig Harbor, WA

**Subject: Ordinance Amending GHMC
Chapter 2.49 - Gig Harbor Arts Commission**

Proposed Council Action: Adopt Ordinance No. 1288 to reduce the Gig Harbor Arts Commission from nine members to seven, and to change the meeting requirement from monthly to at least quarterly.

Dept. Origin: Administration

Prepared by: Molly Towslee, City Clerk *MT*

For Agenda of: April 14, 2014

Exhibits: Draft Ordinance

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Initial, & Date

MT 3/27/14

CR 3/27/14

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

During the budget worksessions, Council discussed the funding and workload for the Arts Commission, and made a suggestion to reduce the size from nine to seven. The Gig Harbor Arts Commission met on March 11, 2014 and concurred with this decision. A vote was approved to reduce the size.

Currently, the Arts Commission has been meeting quarterly due to the suspension of the grant program and staff support.

These amendments have been incorporated in a draft ordinance for Council consideration.

FISCAL CONSIDERATION: None.

BOARD OR COMMITTEE RECOMMENDATION: See above.

RECOMMENDATION / MOTION

Move to: Adopt Ordinance No. 1288 amending Chapter 2.49 to reduce the Gig Harbor Arts Commission from nine members to seven, and to change the meeting requirement from monthly to at least quarterly.

ORDINANCE NO. 1288

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, REDUCING THE NUMBER OF MEMBERS OF THE GIG HARBOR ARTS COMMISSION FROM NINE TO SEVEN AND CHANGING THE REQUIREMENT TO MEET MONTHLY TO QUARTERLY; AMENDING CHAPTER 2.49 OF THE GIG HARBOR MUNICIPAL CODE; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council made a recommendation to reduce the number of members from nine to seven; and

WHEREAS, in response to this recommendation, the Gig Harbor Arts Commission voted to reduce the number from nine to seven at their regular meeting of March 11, 2014; and

WHEREAS, the Arts Commission wishes to amend the requirement to meet monthly to meet at least quarterly at a date, time and place to be established by the commission; Now, therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DO
ORDAIN AS FOLLOWS:

Section 1. Section 2.49.010 of the City of Gig Harbor Municipal Code is hereby amended to read as follows:

2.49.010 Commission established – Membership.

A. The Gig Harbor arts commission, consisting of ~~nine~~ seven members appointed by the mayor and confirmed by the vote of a majority of the members of the city council, is established. The term of office shall be three years. Commission members shall be selected for staggered terms. Three commissioners or their successors will serve a one, two or the full three-year term based on the position. All subsequent appointments shall be for three years, or for the duration of an unexpired term in the case of an appointment to a vacancy. All commission

members' terms shall expire on March 31st and all successive terms shall commence on April 1st. No member shall serve more than two consecutive full terms of office, unless the vacancy cannot be filled by new applicant(s).

* * *

Section 2. Section 2.49.040 of the City of Gig Harbor Municipal Code is hereby amended to read as follows:

2.49.040 Meetings and staff services.

A. The arts commission shall meet regularly at least ~~once per month~~ quarterly at a date, time and place to be established by the commission. Commission meetings shall be open to the public and written meeting minutes shall be maintained and made available to the public upon approval of the minutes by the commission.

* * *

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

Section 4. Effective Date. This ordinance shall take effect and be in full force and effect five (5) days after its passage, approval and publication as required by law.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this 14th day of April, 2014.

CITY OF GIG HARBOR

Mayor Jill Guernsey

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Angela G. Summerfield

FILED WITH THE CITY CLERK: 03/07/14
PASSED BY THE CITY COUNCIL: 04/14/14
PUBLISHED: 04/16/14
EFFECTIVE DATE: 04/21/14
ORDINANCE NO: 1288



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

<p>Subject: Rosedale Roadway Improvements - Public Works Contract Closeout Change Order</p> <p>Proposed Council Action: Approve and authorize the Mayor to execute this final deductive Change Order with MidMountain Contractors, Inc. in the deductive amount of (\$57,276.19) including sales tax.</p>	<p>Dept. Origin: Public Works/Engineering</p>
	<p>Prepared by: Marcos McGraw, <i>MM</i> Project Engineer</p> <p>For Agenda of: April 14, 2014</p> <p>Exhibits: Contract Change Order No. 3</p>
	<p>Initial & Date</p> <p><i>SM</i> 3/31/14</p>
	<p>Concurred by Mayor:</p> <p>Approved by City Administrator:</p> <p>Approved as to form by City Atty:</p> <p>Approved by Finance Director:</p> <p>Approved by Public Works Director:</p> <p>Approved by City Engineer:</p>
	<p><i>Per email 3/27/14</i></p> <p><i>BT for DR</i></p> <p><i>3/28/14</i></p> <p><i>3/27/14</i></p>

Expenditure Required	(\$57,276.19)	Amount Budgeted	\$830,000.00	Appropriation Required	\$0
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INFORMATION/BACKGROUND

This closeout Change Order reconciles all bid items and establishes the final construction contract amount. Change Order No. 1 added work to extend an existing 24-inch diameter pipe and revise the location of a catch basin. Change Order No. 2 added roadway improvements along the south side to accommodate an increased roadway width. The final quantities of several measured bid items were adjusted during the course of construction which resulted in a final construction savings of \$57,276.19 as shown on pages two through four of the attached change order document.

FISCAL CONSIDERATION

The overall final project balance resulted in a construction project credit of \$57,276.19 with an overall final project cost equal to \$735,022.83.


BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION/MOTION

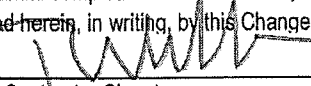
Move to: Approve and authorize the Mayor to execute this final deductive Change Order with MidMountain Contractors, Inc. in the deductive amount of \$57,276.19 including sales tax.



Date: 3/14/2013		City of Gig Harbor Public Works Department Change Order Form	CO # 3 Page 1 of 4																																				
<input checked="" type="checkbox"/> Order by Engineer under terms of Section 1-04.4 of Standard Specifications <input type="checkbox"/> Change Proposed by Contractor		Project No.: CSP-1103 Project Name: Rosedale Roadway Imp. Skansie to Shirley Contractor Name: Mid-Mountain Contractors, Inc. Contractor Address: PO Box 2909 Kirkland, WA 98083																																					
When this Change Order has been approved by the City Engineer, you are directed to make the changes described below to the plans and specifications or to complete the following described work originally not included in the plans and specifications of the project contract. This adjustment shall include full payment for all items required for such work, including, without limitation: all compensation for all direct and indirect costs for such work; costs for adjustments to scheduling and sequence of work; equipment; materials delivery; project "acceleration"; costs for labor, material, equipment and incidental items; overhead costs and supervision, including all extended overhead and office overhead of every nature and description. All work, materials, and measurements shall be in accordance with the provisions of the Standard Specifications, the Special Provisions, or as provided by this Change Order for the type of construction involved.																																							
<table border="1"> <thead> <tr> <th>Description of Changes</th> <th>Qty</th> <th>Unit</th> <th>Unit Price</th> <th>Decrease in Contract Price</th> <th>Increase in Contract Price</th> </tr> </thead> <tbody> <tr> <td>Bid Item Description</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>various various bid item deducts - see enclosed adjustments</td> <td>n/a</td> <td>n/a</td> <td>n/a</td> <td>-\$119,658.46</td> <td></td> </tr> <tr> <td>various various bid item increases - see enclosed adjustments</td> <td>n/a</td> <td>n/a</td> <td>n/a</td> <td></td> <td>\$62,382.27</td> </tr> <tr> <td colspan="6">Resolution of total quantity and Change Order variances for the project, as detailed in attached Final Quantity summary.</td> </tr> <tr> <td colspan="4" style="text-align: right;">Totals =</td> <td>-\$119,658.46</td> <td>\$62,382.27</td> </tr> </tbody> </table>				Description of Changes	Qty	Unit	Unit Price	Decrease in Contract Price	Increase in Contract Price	Bid Item Description						various various bid item deducts - see enclosed adjustments	n/a	n/a	n/a	-\$119,658.46		various various bid item increases - see enclosed adjustments	n/a	n/a	n/a		\$62,382.27	Resolution of total quantity and Change Order variances for the project, as detailed in attached Final Quantity summary.						Totals =				-\$119,658.46	\$62,382.27
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Totals =				-\$119,658.46	\$62,382.27																																		
Original Contract Amount \$685,695.00	Total Changes by Previous Change Orders \$106,604.02	Total Amount of this Change Order -\$57,276.19	Adjust Contract Amount Including this Change Order \$735,022.83																																				

This Change Order revises the time for substantial completion by:
 _____ working day increase. _____ working day decrease. x no change in working days.

By accepting this Change Order, or by failing to follow the procedures of this Section 1-04.5 and Section 1-09.11 of Standard Specifications, the Contractor attests that the Contract adjustment for time and money as provided herein is adequate, and constitutes compensation in full for all costs, claims, mark-up, and expenses, direct or indirect, attributable to this or any other prior Change Order(s). Contractor further attests that the equitable adjustment provided herein constitutes compensation in full for any and all delays, acceleration, or loss of efficiency encountered by Contractor in the performance of the Work through the date of this Change Order, and for the performance of any prior Change Order by or before the date of substantial completion. All other items, conditions and obligations of the contract shall remain in full force and effect except as expressly modified herein, in writing, by this Change Order.

ACCEPTED: 
Contractor Signature

3/19/14
Date

Surety Signature, when required

Date

APPROVED: _____
Jill Guernsey, Mayor

Date



Final Contract Summary
Rosedale Roadway Improvements Skansie Ave. to Shirley Ave.

Item No.	Item Description	Unit	ADJUSTMENTS		
			New Plan Quantity	Unit Price	Contract Amount
CSP1103; Rosedale Roadway Improvements Skansie to Shirley					
1	Minor Change	FA	1.00	\$29,792.43	\$29,792.43
2	Record Drawings	LS	1.00	\$2,500.00	\$2,500.00
3	Roadway Surveying	LS	1.00	\$8,500.00	\$8,500.00
4	ESC Lead	DAY	40.00	\$90.00	\$3,600.00
5	Maintenance Bond	LS	1.00	\$1,700.00	\$1,700.00
6	Mobilization	LS	1.00	\$50,000.00	\$50,000.00
7	Project Temporary Traffic Control	LS	1.00	\$33,500.00	\$33,500.00
8	Clearing & Grubbing	LS	1.00	\$2,500.00	\$2,500.00
9	Removal of Structure & Obstruction	LS	1.00	\$10,500.00	\$10,500.00
10	Sawcutting Existing Pavement	LF	4,458.00	\$2.00	\$8,916.00
11	Roadway Excavation Incl. Haul	CY	863.64	\$24.00	\$20,727.36
12	Gravel Borrow Incl. Haul	TON	990.34	\$15.00	\$14,855.10
13	Unsuitable Foundation Excavation Incl. Haul	CY	0.00	\$18.00	\$0.00
14	Shoring or Extra Excavation Class B	LF	72.00	\$1.00	\$72.00
15	Trimming & Cleanup	FA	0.00	\$8,000.00	\$0.00
16	Crushed Surfacing Top Course	TON	264.86	\$50.00	\$13,243.00
17	Crushed Surfacing Base Course	TON	1,498.04	\$26.00	\$38,949.04
18	Planing Bituminous Pavement	SY	800.00	\$13.00	\$10,400.00
19	HMA Cl. 1/2" PG 64-22	TON	1,793.12	\$85.00	\$152,415.20
20	HMA for Preleveling Cl. 1/2" PG 64-22	TON	372.00	\$85.00	\$31,620.00
21	Gravity Block Wall	SF	73.50	\$22.00	\$1,617.00
22	Drain Pipe, 6 Inch Diameter	LF	25.00	\$26.00	\$650.00
23	Gravel Backfill for Wall	CY	21.85	\$23.00	\$502.55
24	Profile Wall PVC Storm Sewer Pipe 8" Dia.	LF	146.30	\$62.00	\$9,070.60
25	Profile Wall PVC Storm Sewer Pipe 12" Dia.	LF	68.50	\$140.00	\$9,590.00
26	Profile Wall PVC Storm Sewer Pipe 18" Dia.	LF	0.00	\$475.00	\$0.00
27	Catch Basin Type 1	EA	7.00	\$1,600.00	\$11,200.00
28	Catch Basin Type 1L	EA	3.00	\$2,000.00	\$6,000.00
29	Adjust Utilities to Grade	EA	42.00	\$440.00	\$18,480.00
30	Bank Run Gravel for Trench Backfill	CY	28.27	\$15.00	\$424.05
31	Silt Fence	LF	2,009.00	\$4.00	\$8,036.00

Final Contract Summary
Rosedale Roadway Improvements Skansie Ave. to Shirley Ave.

Item No.	Item Description	Unit	ADJUSTMENTS		
			New Plan Quantity	Unit Price	Contract Amount
CSP1103; Rosedale Roadway Improvements Skansie to Shirley					
32	Inlet Protection	EA	13.00	\$60.00	\$780.00
33	Erosion/Water Pollution Control	FA	0.00	\$2,000.00	\$0.00
34	Adjusting Monument	EA	1.00	\$425.00	\$425.00
35	Coarse Compost for Rain Gardens	CY	30.00	\$55.00	\$1,650.00
36	Hydroseeding	SY	1,516.00	\$1.50	\$2,274.00
37	Topsoil Type A	CY	32.00	\$28.00	\$896.00
38	Cement Conc. Traffic Curb & Gutter	LF	1,808.00	\$9.00	\$16,272.00
39	Modified Cement Conc. Traffic Curb & Gutter	LF	168.00	\$18.50	\$3,108.00
40	Extruded Curb	LF	0.00	\$20.00	\$0.00
41	Curb Transition	EA	1.00	\$256.00	\$256.00
42	Cement Conc. Driveway Entrance	CY	186.90	\$32.00	\$5,980.80
43	Cement Conc. Sidewalk	SY	1,004.70	\$36.00	\$36,169.20
44	Patterned Cement Conc. Pavement	LS	1.00	\$9,500.00	\$9,500.00
45	Cement Conc. Curb Ramp Type Perpendicular A	EA	3.00	\$800.00	\$2,400.00
46	Cement Conc. Curb Ramp Type Single Direction A	EA	4.00	\$1,000.00	\$4,000.00
47	Quarry Spalls	TON	22.00	\$56.00	\$1,232.00
48	Remove & Reset Mailbox	EA	5.00	\$290.00	\$1,450.00
49	Illumination System Complete	LS	1.00	\$37,000.00	\$37,000.00
50	Permanent Signing	LS	1.00	\$8,000.00	\$8,000.00
51	Painted Line	LF	3,638.00	\$0.30	\$1,091.40
52	Painted Wide Line	LF	2,001.00	\$0.60	\$1,200.60
53	Plastic Crosswalk Line	SF	736.00	\$4.25	\$3,128.00
54	Plastic Stop Line	LF	39.50	\$5.50	\$217.25
55	Plastic Bicycle Lane Symbol	EA	5.00	\$250.00	\$1,250.00
56	Yard Drain	EA	2.00	\$1,200.00	\$2,400.00
57	Underdrain Pipe 6" Dia.	LF	163.00	\$8.00	\$1,304.00
58	Pedestrian Rail	LF	391.00	\$120.00	\$46,920.00
59	CO #1 - Existing 24" Dia. Pipe & Revised CB #6	LS	1.00	\$7,164.02	\$7,164.02
60	CO #2 - Clearing & Grubbing	LS	1.00	\$3,415.00	\$3,415.00
61	CO #2 - Gravel Borrow Incl. Haul	TON	284.27	\$33.00	\$9,380.91
62	CO #2 - Hydroseeding	SY	150.00	\$5.50	\$825.00



Final Contract Summary
Rosedale Roadway Improvements Skansie Ave. to Shirley Ave.

Item No.	Item Description	Unit	ADJUSTMENTS		
			New Plan Quantity	Unit Price	Contract Amount
CSP1103; Rosedale Roadway Improvements Skansie to Shirley					
63	CO #2 - Topsoil Type A	CY	10.00	\$105.00	\$1,050.00
64	CO #2 - Removal of Structures & Obstructions	LS	1.00	\$2,500.00	\$2,500.00
65	CO #2 - Beam Guardrail Type 31	LF	0.00	\$65.00	\$0.00
66	CO #2 - Beam Guardrail Non-Flared Terminal	EA	0.00	\$4,000.00	\$0.00
67	CO #2 - Gravity Block Wall	SF	52.21	\$42.00	\$2,192.82
68	CO #2 - Project Temporary Traffic Control	LS	1.00	\$7,600.00	\$7,600.00
69	CO #2 - Profile Wall PVC Storm Sewer Pipe 12" Dia.	LF	101.00	\$125.00	\$12,625.00
70	CO #2 - Quarry Spall	TON	5.00	\$150.00	\$750.00
71	CO #2 - Bank Run Gravel for Trench Backfill	CY	25.11	\$50.00	\$1,255.50





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

Subject: Skansie Netshed surplus furnishings and objects.

Proposed Council Action: Approve Resolution No. 957 to dispose of surplus furnishings and objects from the Skansie Netshed.

Dept. Origin: Administration

Prepared by: Lita Dawn Stanton *LD*
Special Projects

For Agenda of: April 14, 2012

Exhibits: Resolution

Concurred by Mayor:

Initial & Date
LD 3/24/14

Approved by City Administrator:

Approved as to form by City Atty:

ok email

Approved by Finance Director:

LD 3/24/14

Approved by Department Head:

Expenditure Required	\$	n/a	Amount Budgeted	\$	n/a	Appropriation Required	\$	n/a
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INFORMATION / BACKGROUND

The City purchased the Skansie Brothers property in 2002. The purchase included the contents of the house and the netshed. In 2008, a **Skansie Netshed Inventory of Objects** identified, tagged and documented each object. This assessment inventoried each item as major, moderate, or minor in valuation based on condition and historic relevance. All items were packed for storage and moved into storage containers located on City property so that reconstruction / stabilization of the netshed could begin. The final phase of that work was completed in December of 2013.

Tenant Coastal Heritage Alliance (CHA) has worked with city crew to relocate the objects and artifacts back into the netshed for display and programming purposes. The 2008 Skansie Netshed Inventory of Objects was used to identify the items of value to be returned to the netshed. The objects that were listed as "minor" were identified as surplus in draft Resolution No. 957 attached. (The list of "minor" items identified as Attachment A in the Resolution is on file with the City Clerk, and includes items such as excess wood, old pipes and tools, unusable fishing net, and inoperable equipment.)

FISCAL CONSIDERATION

None.

BOARD OR COMMITTEE RECOMMENDATION

The Operations Committee reviewed Attachment A on March 20, 2014.

RECOMMENDATION / MOTION

Move to: Approve Resolution No. 957 to dispose of surplus furnishings and objects from the Skansie Netshed.

RESOLUTION NO. 957

**A RESOLUTION OF THE CITY OF GIG HARBOR, WASHINGTON,
DECLARING CERTAIN SKANSIE BROTHERS PARK NETSHED
FURNISHINGS AND OBJECTS TO BE SURPLUS AND
AUTHORIZING THEIR SALE OR OTHER BENEFICIAL DISPOSAL.**

WHEREAS, in 2008 an inventory of furnishings and objects located in the historic Skansie Netshed was completed. Those objects were documented, tagged, and relocated into storage so that structural improvements to stabilize the netshed for public access could begin; and

WHEREAS, now that the structural stabilization of the netshed is complete the furnishings and objects will be relocated back to the netshed; and

WHEREAS, a number of items that were in storage are surplus and determined to be of limited importance due to their poor condition and lack of historic value.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GIG HARBOR:

The items listed on Attachment A that have been identified as "minor" are hereby declared surplus to the needs of the City and the City Council authorizes the Mayor or her designee to sell or otherwise dispose of this surplus property in a manner that most benefits the City.

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this 24th day of March, 2014.

CITY OF GIG HARBOR

JILL GUERNSEY, MAYOR

ATTEST/AUTHENTICATED:

MOLLY TOWSLEE, City Clerk

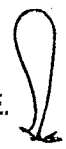
APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

Angela G. Summerfield

FILED WITH THE CITY CLERK: 03/24/14
PASSED BY THE CITY COUNCIL: 03/24/14
RESOLUTION NO: 957



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

<p>Subject: CSSP 1304 Lift Station 4 Replacement Appraisal – Consultant Services Contract with Stephen Shapiro Commercial Appraisal, LLC</p> <p>Proposed Council Action: Approve and authorize the Mayor to execute the Consultant Services Contract with Stephen Shapiro Commercial Appraisal, LLC, in an amount not exceed \$7,500.00.</p>	<p>Dept. Origin: Public Works/Engineering</p> <p>Prepared by: Stephen Misiurak, P.E. City Engineer </p> <p>For Agenda of: April 14, 2014</p> <p>Exhibits: Consultant Services Contract Scope and Fee</p> <p>Concurred by Mayor:</p> <p>Approved by City Administrator:</p> <p>Approved as to form by City Atty:</p> <p>Approved by Finance Director:</p> <p>Approved by Public Works Director:</p> <p>Approved by City Engineer:</p>
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Initial &
Date

SM 4/2/14

R 4/2/14

EMAIL APPROVAL 3/31/14

DR 4/3/14

SDA 4/1/14

S 3/31/14

Expenditure Required	\$7,500.00	Amount Budgeted	\$2,510,000	Appropriation Required	\$0
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INFORMATION/BACKGROUND

The City is presently engaged in the replacement of Lift Station 4. In order to assist in that process, the City desires to have an appraisal performed of property located in the vicinity of Harborview Drive and Rosedale Street. This contract provides for a commercial property appraisal of this property.

FISCAL CONSIDERATIONS

Sufficient funds exist within the project sewer capital fund to fund this expenditure.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION/MOTION

Approve and authorize the Mayor to execute the Consultant Services Contract with Stephen Shapiro Commercial Appraisal, LLC, in an amount not exceed \$7,500.00.

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
STEPHEN SHAPIRO COMMERCIAL APPRAISAL, LLC**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and Stephen Shapiro Commercial Appraisal, LLC, a corporation organized under the laws of the State of Washington (the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the replacement of Lift Station 4 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 Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant shall not bill at rates in excess of the fee 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, or at such earlier time as stated in Exhibit A; 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 agrees to hold harmless, indemnify and defend the City, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the Consultant, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the Consultant, its officers, agents, subconsultants or employees, in connection with the services required by this Agreement; provided, however, that:

1. The Consultant's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the City, its officers, agents or employees; and

2. The Consultant's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the Consultant and the City, or of the Consultant and a third party other than an officer, agent, subconsultant or employee of the Consultant, shall apply only to the extent of the negligence or willful misconduct of the Consultant.

B. 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.

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

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

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

CONSULTANT:
Stephen Shapiro Commercial Appraisal, LLC
ATTN: Stephen Shapiro, MAI
PO Box 11757
Bainbridge, Island, WA 98110
(206) 819-2053 (cell)
(206) 855-1090 (Office)
stephen@stephenshapiromai.com

City of Gig Harbor
ATTN: Stephen Misiurak
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 C** 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 Jill Guernsey

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

STEPHEN SHAPIRO COMMERCIAL APPRAISAL, LLC

P.O Box 11757
Bainbridge, WA 98110

Stephen Shapiro, MAI
(206) 855-1090
Email: stephen@ssappraiser.com
Website: ssappraiser.com

March 29, 2014

Stephen Misiurak, City Engineer
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

RE: Harbor Landing Lift Station Property
Corner of Harborview Drive & Rosedale Street, Gig Harbor, WA

Dear Mr. Misiurak;

This letter is my proposal to provide appraisal services regarding the above referenced property. The purpose of the appraisal will be to determine the value of the loss to the subject property resulting from the potential acquisition by the City of Gig Harbor of an estimated 1,300sf of land in the parking lot of the subject that encompasses three parking stalls. The acquisition area is required for a public project pertaining to a lift station associated with the city's sewer system. The subject will be appraised per the requirements of the Uniform Standards of Professional Appraisal Practice and will be presented in a comprehensive narrative report format in accordance with these standards.

The scope of work for an appraisal of a partial take of a property requires the before/after appraisal methodology. The property is first valued in its existing "before" condition. It is then valued in the "after" condition as if the take has occurred. The difference in the two values represents the loss of value due to the physical take (in this case about 1,300sf of land) as well as any damage to the remainder property. The issue of damages is usually the complication. In this case it needs to be considered whether the loss of parking will result in damages to the total property. An aerial photograph indicates that the property has about 18 on-site parking stalls on the south side of the building (this would need to be confirmed in an inspection). I looked up the city's parking regulations and see that general commercial use requires one off-street stall per 300sf of gross building area. The requirements for restaurants are based upon the seating capacity. Investigation would need to be made as to whether the loss of the 3 parking spaces will reduce the economic utility of the subject improvement and thus reduce its value. This requires an appraisal of the property as improved in both the before and after condition.

In circumstances in which the take of land very clearly does not impact the improvements in a negative way it is possible to perform a "strip take," which only requires a valuation of the land and not the improvements. If that is the case here I would charge \$4,500 to perform this appraisal. However, it appears much more likely that damages to the remainder property will need to be considered. This is a much more complicated appraisal and my fee would be \$7,500. I could determine which of these is

appropriate by inspecting the property and performing sufficient investigation to determine how much on-site parking is actually required by the city for the existing use as well as how much parking appears to be needed to support this use (irrespective of what the city's regulations may be). I would consult with you early in the appraisal process in order to make a final determination as to which of these methodologies is required in the scope work of the appraisal.

Based on my current work load I could complete this appraisal in 8-10 weeks.

You will receive an electronic copy of the appraisal in a pdf format as well as three hard copies of the appraisal report. Payment for my services is due no later than thirty (30) days following delivery the completed appraisal. If the above general terms are acceptable, you may so indicate by signing and dating your acceptance on this letter, and returning it to me. And thank you for considering me for this assignment.

Very truly yours,

Stephen Shapiro, MAI



Business of the City Council
City of Gig Harbor, WA

Subject: Washington State Heritage Grant Agreement #HCP 15-17 for the Eddon Boat Restoration Phase III – (Marine Railways)

Proposed Council Action: Approve and authorize the Mayor to execute the Grant Agreement #HCP 15017 with the Washington State Historical Society (WSHS) for the Eddon Boat Restoration Phase III – (Marine Railways).

Dept. Origin: Administration

Prepared by: Lita Dawn Stanton *SDS*
Historic Preservation Coordinator

For Agenda of: April 14, 2014

Exhibits: State Grant Contract
Initial & Date

Concurred by Mayor: *SM 3.27.14*

Approved by City Administrator: _____

Approved as to form by City Atty: *Carol O'Keefe*

Approved by Finance Director: *OT for AR*

Approved by Department Head: _____

Expenditure Required	\$128,000.00	Amount Budgeted	\$190,000.00	Appropriation Required	\$ -0-
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INFORMATION / BACKGROUND

Eddon Boatyard was acquired through the 2005 Voted General Obligation (UTGO) Bond. As part of the acquisition, the historic boat building was identified for preservation and restoration so that its traditional and culturally significant use, boatbuilding, could also be preserved for the community. In 2008, the City was awarded a \$1 million grant to restore the boat building for public access. In 2010, the City received a second grant award from the state in the amount of \$238,140 to reconstruct the pier. This year's 2012 grant award (Phase III) is to reconstruct the marine railways that were removed during remediation. Reconstruction of the system will allow for the movement of boats in and out of the water.

FISCAL CONSIDERATION

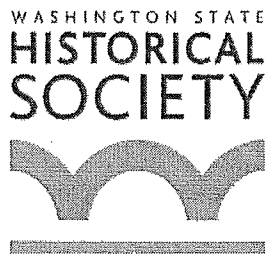
This is a reimbursement grant. The required City match of \$284,898.00 has already been met in partnership with the non-profit tenant, Gig Harbor BoatShop.

BOARD OR COMMITTEE RECOMMENDATION

n/a

RECOMMENDATION / MOTION

Move to: Approve and authorize the Mayor to execute the Grant Agreement #HCP 15017 with the Washington State Historical Society (WSHS) for the Eddon Boat Restoration Phase III – (Marine Railways).



March 14, 2014

Lita Dawn Stanton
Special Projects
City of Gig Harbor
3805 Harborview Drive
Gig Harbor, WA 98335

Dear Lita Dawn:

Enclosed is the unsigned final contract between the City of Gig Harbor (GRANTEE) and the Washington State Historical Society (AGENCY) which administers the Washington State Heritage Capital Projects Fund (HCPF). With execution of HCP 15-17, HCPF grant funding will be available for the Eddon Boat Restoration – Phase III.

The contract should be reviewed, approved, signed by the individual authorized by the GRANTEE, and returned to me within thirty days. **Please note that page 4 of the contract and each of the attachments B through H must be signed and dated.** The original signed contract in its entirety must be returned in the enclosed postage-paid envelope. Upon our receipt, the contract will be signed and dated by the AGENCY Executive Director Jennifer Kilmer. One copy of the executed contract will be sent back to you, and we will retain the one original.

The forms and instructions for reimbursement requests will be sent to you electronically.

Please add me to your mailing list to receive any newsletters, and we will add you to ours.

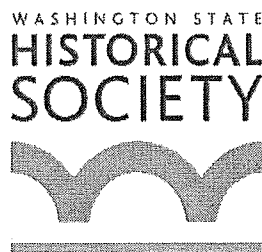
If you have any questions, please contact me at 253-798-5909 or janet.rogerson@wshs.wa.gov. I look forward to working with you as you complete your Heritage Capital Project.

Sincerely,

A handwritten signature in cursive script that reads "Janet Rogerson".

Janet Rogerson
Heritage Capital Projects Manager
Washington State Historical Society
1911 Pacific Avenue
Tacoma WA 98402

1911 Pacific Avenue, Tacoma, WA 98402



STATE OF WASHINGTON
WASHINGTON STATE HISTORICAL SOCIETY

HCP 15-17

GRANTEE: City of Gig Harbor

1. PARTIES TO THE CONTRACT

This state funded contract for Heritage Capital Projects (Contract) is entered between the City of Gig Harbor, 3510 Grandview Street, Gig Harbor, WA 98335 (GRANTEE) and the Washington State Historical Society, 1911 Pacific Avenue, Tacoma, WA 98402 (AGENCY), and shall be binding upon the agents and all persons acting by or through the parties.

2. PURPOSE OF CONTRACT

This Contract sets out the terms and conditions by which a grant is made for a Heritage Capital Project during the 2013 - 2015 biennium from funds appropriated by the Washington State Legislature in ESSB 5035, which was incorporated into the Capital Budget signed into law by the governor on June 30, 2013. RCW 27.34.330 provides statutory authorization for the funding program. The funding is administered by the Agency.

3. DESCRIPTION OF HERITAGE CAPITAL PROJECT

Funds awarded under this Contract shall be used by the GRANTEE solely for Eddon Boat Restoration – Phase III as described in ATTACHMENT B (SCOPE OF WORK), and for the express purpose of the grant as described in ATTACHMENT C (PROJECT PURPOSE).

4. CONSIDERATION

The parties agree that, in exchange for the grant money awarded pursuant to this contract, the State of Washington and the Agency shall receive in consideration the preservation and interpretation of historical sites and artifacts that have the potential to provide lifelong learning opportunities for the citizens of the state.

5. AMOUNT OF GRANT

The Washington State Legislature appropriated one hundred twenty-eight thousand dollars (\$128,000.00). Of this appropriation, the total funds available to the GRANTEE for reimbursement of eligible costs shall be one hundred twenty-four thousand, one hundred sixty dollars (\$124,160.00). The AGENCY shall retain three percent (3.0%) of the appropriation, three thousand, eight hundred forty dollars (\$3,840.00) as the cost of administering the grant and this contract.

6. COST SHARE

- a) The total cost of the project shall include only those costs that are eligible expenditures as described in ATTACHMENT D (PROJECT BUDGET). GRANTEE agrees that the amount of state funding shall not exceed thirty-three percent (33.0%) of the total cost of the project. The non-state portion of the total cost of the project shall be the GRANTEE's cost share of the total cost of the project. The amount of cost share shall be two hundred eighty-four thousand, eight hundred ninety-eight dollars (\$284,898.00).
- b) At least one-half of GRANTEE's cost share of the total cost of the project shall be in cash. The other half may be made up of cash and in-kind contributions, as defined in ATTACHMENT A (GENERAL PROVISIONS).
- c) By signing this agreement, GRANTEE warrants that, at the time of this contract's effective date, ATTACHMENT E (SOURCE OF AVAILABLE FUNDS) accurately represents the cash and in-kind contributions, whether pledged, held by the GRANTEE or expended on this project.
- d) Project expenditures incurred after the Capital Budget is signed into law and prior to the effective date of this contract are eligible for reimbursement only if they are consistent with the terms and conditions of this contract and the GRANTEE complies with the billing procedures described in ATTACHMENT A (GENERAL PROVISIONS). Project expenditures incurred prior to the date the Capital Budget is signed into law by the governor shall not be reimbursed.

7. PERIOD OF PERFORMANCE

The period of performance under this contract shall be from the date of the last signature of the contracting parties to June 30, 2015. Without further appropriation from the legislature, expenditures beyond this date shall not be reimbursed. The requirement to maintain ownership or a lease on the subject property and to use it for the express purposes of the grant, as stated in Section 8, shall remain in full force and effect for thirteen years following GRANTEE's completion of the project.

8. CAPITAL IMPROVEMENTS TO BE HELD BY GRANTEE

- a) Capital improvements funded by the Heritage Capital Projects Fund are to be used for the express purpose of this grant. No funds appropriated from the Heritage Capital Projects Fund shall be used for capital improvements not included in the legislative appropriation and specifically designated in this grant contract with the AGENCY.

- b) As required by RCW 27.34.330, capital improvements funded by this grant shall be held by the GRANTEE for at least thirteen (13) years beyond project completion; the facilities shall be used for the express purpose of the grant; and, if mobile, used primarily in Washington State. GRANTEE agrees that it will maintain ownership or lease of ALL property to be held, as described in ATTACHMENT G (PROPERTY PARCEL NUMBER(S) AND LEGAL DESCRIPTION(S)), for thirteen (13) years beyond the date of project completion. Failure to maintain ownership or a lease on the subject property for thirteen years following GRANTEE's completion of the project shall constitute a breach of this contract.
- c) This provision shall not be construed to prohibit the GRANTEE from selling any property described in this section, provided that; 1) any sale shall be subject to prior review and approval by the AGENCY, and 2) the GRANTEE retains the right to lease and maintain the property for the full thirteen years required in b) above, and to use it for the express purpose of the grant.
- d) Any failure to comply with this provision shall constitute a breach of this contract, and the GRANTEE shall repay all funds received to the state general fund plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the date of authorization of the grant.

9. REAPPROPRIATION

The parties hereto agree and understand that any state funds not expended and billed by end of the biennium, June 30, 2015, will lapse on that date unless reappropriated by the Washington State Legislature. If funds are so reappropriated, the AGENCY'S obligation under the terms of this contract shall be contingent upon the terms of such reappropriation. GRANTEE may not rely to its detriment upon use of funds not properly billed or not reappropriated. The GRANTEE shall be allowed only two requests for reappropriation of the funds awarded in this contract. Approval of such requests is not guaranteed.

10. RIGHTS AND OBLIGATIONS

All rights and obligations of the parties to this Contract are subject to this Contract and its attachments including the following, which by this reference, are made a part of this Contract:

- ATTACHMENT A (GENERAL PROVISIONS)
- ATTACHMENT B (SCOPE OF WORK)
- ATTACHMENT C (PURPOSE OF PROJECT)
- ATTACHMENT D (PROJECT BUDGET)
- ATTACHMENT E (SOURCE OF AVAILABLE FUNDS)
- ATTACHMENT F (CERTIFICATION OF AGREEMENT TO FOLLOW ALL LAWS)
- ATTACHMENT G (PROPERTY PARCEL NUMBER(S) AND LEGAL DESCRIPTION(S))
- ATTACHMENT H (LEASES, CONTRACTS, AND AGREEMENTS)

11. ENTIRE CONTRACT

This Contract and all attachments contain all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this contract and attachments shall be deemed to exist or to bind any of the parties.

12. CONTRACT REPRESENTATIVES

The GRANTEE'S representative shall be the contact person for all communications and billings regarding the performance of this Contract. The GRANTEE's representative shall be:

Lita Dawn Stanton, Special Projects, City of Gig Harbor, 3510 Grandview Street, Gig Harbor, WA 98335, (253) 853-7609, stantonl@cityofgigharbor.net

The AGENCY's representative shall be the contact person for all communications and billings regarding the performance of this Contract. The AGENCY's representative shall be:

Jennifer Kilmer, Executive Director, Washington State Historical Society, 1911 Pacific Avenue, Tacoma, WA 98402, 253-798-5909, Jennifer.kilmer@wshs.wa.gov

13. SIGNATURES

Jennifer Kilmer
Executive Director
Washington State Historical Society

Mayor
City of Gig Harbor

Federal Tax ID # _____

Date: _____

Date: _____

PRE-APPROVED AS TO FORM BY THE STATE ASSISTANT ATTORNEY GENERAL
NOVEMBER 25, 2013.

HCP 15-17
ATTACHMENT A
GENERAL PROVISIONS

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A. HEADINGS AND DEFINITIONS

1. HEADINGS

Headings used in this Contract are for reference purposes only and shall not be considered a substantive part of this Contract.

2. DEFINITIONS

AGENCY – The Washington State Historical Society.

Authorized Representative – The director and/or the designee authorized in writing to act on the director's behalf.

Cash Match – The liquid financial contributions to a project from the GRANTEE organization or from other sources, which can include available money from grants from foundations, non-state governmental agencies, individuals, corporations, and others.

Cost Share – The GRANTEE's share of the total cost of the project. Includes costs that will be, paid by both cash match and in-kind contributions to complete the project described in the Contract.

Date of Authorization of the Grant – The date the Washington State Legislature initially appropriated funds for the project.

GRANTEE – The applicant that has been awarded a grant of funds and is bound by this executed Contract, including any of the officers, employees, or agents lawfully representing the GRANTEE.

Heritage Capital Project – The project for which the GRANTEE has been awarded a grant of funds and meeting the requirements of RCW 27.34.330 and WAC 255-02.

In-Kind Contributions – The contributions to a project that are not part of the cash match. They may include contributions of materials and supplies, professional consultation, legal and accounting services, architectural design fees, volunteer time, and labor.

Real Property Value – Fair market value of real property, when such property is acquired solely for the purpose of the project, as established and evidenced by a current fair market appraisal performed by a qualified, professional real estate appraiser; a current property tax statement; or evidence of the purchase price paid by the GRANTEE. With AGENCY approval, GRANTEE may use real property value as a cash match contribution if the real property was acquired solely for the purpose of this project.

Total Cost of the Project – The amount sought from the Heritage Capital Project's Fund and the amount the applicant will provide as cost share.

B. GENERAL CONTRACT TERMS

3. ORDER OF PRECEDENCE

The items listed below are incorporated by reference herein. In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal and Washington State statutes and regulations
2. State executive orders
3. Terms and conditions of this Contract
4. ATTACHMENT A (GENERAL PROVISIONS)
5. All attachments or material incorporated by reference

4. CONTRACT MODIFICATIONS

- a) This Contract may be modified by mutual agreement of the parties. Such modification shall not be binding unless in writing and signed by both parties prior to implementation of the modification. Any oral understanding or agreement not incorporated herein shall not be binding.
- b) Budget modification of not more than ten (10) percent of any line item and as described herein is excepted from this clause; but shall not increase the total amount available to the Grantee in this grant.
- c) Notwithstanding any other provision of this Contract, the GRANTEE may, at its discretion, make modifications not to exceed ten (10) percent of each line item in the Project Budget (Attachment B, hereto). The GRANTEE shall notify the AGENCY in writing prior to making any budget modification or combination of budget modifications that would exceed ten (10) percent of any budget line item. Budget modifications exceeding ten (10) percent of any line item constitutes a Contract Modification and must be approved by both parties in writing prior to implementation of the modification.

5. NO WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing signed by authorized representatives of the AGENCY and the GRANTEE.

C. PERFORMANCE AND GENERAL RESPONSIBILITIES

6. NONASSIGNABILITY

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the GRANTEE, without advance written permission from the AGENCY.

7. INDEPENDENT CAPACITY OF GRANTEE

The parties intend that an independent relationship will be created by this Contract. The GRANTEE and its employees or agents performing under this Contract are not employees or agents of the AGENCY. The GRANTEE and its employees or agents will not hold themselves out as nor claim to be officers or employees of the AGENCY or of the State of Washington by reason of this Contract and will not make any claim, demand, or application to or for any right or privilege which would accrue to such employee under law. Conduct and control of the work will be solely with the GRANTEE.

8. OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The AGENCY makes no claim to any real property improved or constructed with funds awarded under this Contract and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this Contract. This provision does not extend to claims that the AGENCY may bring against the GRANTEE in recapturing funds expended in violation of this Contract.

9. HOLD HARMLESS

To the extent permitted by law, the GRANTEE shall defend, protect and hold harmless the State of Washington and the AGENCY, its employees, agents, officers, and assigns from and against all claims, suits, or actions arising from the GRANTEE's acts which are libelous or slanderous, which result in injury to persons or property, which violate a right of confidentiality, or which constitute an infringement of any copyright, patent, trademark, or tradename through use or reproduction of material of any kind. The GRANTEE shall be required to indemnify, defend, and hold harmless the State only to the extent claim is caused in whole or in part by negligent acts or omissions of the GRANTEE.

The GRANTEE waives its immunity under Title 51 RCW (Industrial Insurance) to the extent required to indemnify, defend and hold harmless AGENCY, the state of Washington and agencies, officials, agents or employees of the state.

10. ACKNOWLEDGEMENT

The GRANTEE shall announce in its publicity materials, on a posted sign during the project, and on a permanent marker that the State of Washington is a source and the Washington State Historical Society the administrator of these funds unless such requirement is modified or waived in writing by the AGENCY.

11. ETHICS COMPLIANCE

The AGENCY may, by written notice to the GRANTEE, terminate this Contract if it is found after due notice and examination by the AGENCY that there is a violation of the Code of Ethics for Municipal Officers (Chapter 42.23 RCW) or any similar statute involving the GRANTEE in the procurement of, or performance under, this Contract.

12. PUBLIC DISCLOSURE/CONFIDENTIALITY

- a) The GRANTEE acknowledges that the AGENCY is subject to Chapter 42.56 RCW, the Public Records Act and that this Contract shall be a public record as defined in Chapter 42.56 RCW. Any specific information that is claimed by the GRANTEE to be confidential or proprietary must be clearly identified as such by the GRANTEE. If a request is made to view the GRANTEE's information marked as confidential, the Agency will notify the GRANTEE of the request and the date that such records will be released to the requester unless the GRANTEE obtains a court order enjoining that disclosure. If the GRANTEE fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.
- b) The GRANTEE shall not use or disclose any information concerning the AGENCY, or information which may be classified as confidential for any purpose not directly connected with the administration of this Contract except (1) with prior written consent of the AGENCY, or (2) as may be required by law.

D. COMPLIANCE WITH LAWS, RECORDS AND INSPECTIONS

13. COMPLIANCE WITH APPLICABLE LAW

- a) The GRANTEE agrees to be aware of, and comply with, all applicable and current federal, state, and local laws, regulations, and policies. The GRANTEE's confirmation of this requirement is contained in ATTACHMENT F (CERTIFICATION OF AGREEMENT TO FOLLOW ALL LAWS). AGENCY is not responsible for determining compliance.
- b) In the event of the GRANTEE's noncompliance or refusal to comply with any applicable law or policy, the Contract may be suspended or terminated in whole or in part, and the GRANTEE and the project may be declared ineligible for further grant awards from the AGENCY.
- c) The GRANTEE further agrees to indemnify and hold harmless the AGENCY from all liability, damages and costs of any nature including but not limited to costs of suits and attorneys' fees assessed against Agency, as a result of the failure of the GRANTEE to so comply.

14. RECORDS, REPORTS and AUDITS

- a) The GRANTEE shall maintain books, records, documents and other evidence of accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AGENCY, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or Contract. The GRANTEE will retain all books, records, documents, and other materials relevant to this Contract for six years after the full termination or expiration of the Contract, which includes the 13 year holding period, and make them available for inspection by persons authorized under this provision. If any litigation, claim or audit is started before the

expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

- b) The GRANTEE shall comply with all auditing requirements, including audit requirements for the expenditure of more than \$100,000 or more in total state funds in a fiscal year, if applicable.

15. RIGHT OF ENTRY

The GRANTEE shall provide right of access of its facilities to the AGENCY, or to any of its officers, or to any other authorized agent or official of the state of Washington or the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.

16. EVALUATION AND MONITORING

- a) The GRANTEE shall cooperate with and fully participate in any monitoring or evaluation activities conducted by the AGENCY that are relevant to compliance with this Contract, including providing initial and updated project plans for AGENCY review and approval and facilitating record production and periodic site inspections.
- b) The GRANTEE shall provide the AGENCY with digital images and narratives that depict the progress made on the project. Such images will be used by the AGENCY to support reimbursement requests and to inform the public about the grant program on the web and elsewhere. Images and narratives shall be provided with each request for reimbursement.

17. HAZARDOUS SUBSTANCES

The GRANTEE will defend, protect and hold harmless the AGENCY, and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorney's fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or release or threatened release of, hazardous substances, as defined in RCW 70.105D.0200, on the property covered by the Contract.

18. GOVERNOR'S EXECUTIVE ORDER 05-05

The GRANTEE shall comply with Governor's Executive Order 05-05. In the event that historical or cultural artifacts are discovered at the project site during construction, the GRANTEE shall immediately stop construction and notify the local historical preservation officer and the state historical preservation officer at the Washington State Department of Archaeology and Historic Preservation.

19. PREVAILING WAGE LAW

The project funded under this Contract may be subject to state Prevailing Wage law (RCW 39.12). The GRANTEE is advised to consult with the Industrial Statistician at the Washington State Department of Labor and Industries to determine whether prevailing wages must be paid. The AGENCY is not responsible for determining whether

prevailing wage applies to this project or for any prevailing wage payments that may be required by law.

20. INDUSTRIAL INSURANCE COVERAGE

The GRANTEE shall comply with all applicable provisions of Title 51 RCW (Industrial Insurance).

21. NONDISCRIMINATION PROVISION

- a) During the performance of this Contract, the GRANTEE shall abide by all applicable federal and state nondiscrimination laws and regulations, including, but not limited to Chapter 49.60 RCW (Washington's Law Against Discrimination) and 42 U.S.C. 12101 et. seq. (The Americans with Disabilities Act [ADA]).
- b) In the event of the GRANTEE'S noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this Contract may be suspended or terminated in whole or in part, and the GRANTEE may be declared ineligible for further Contracts with the AGENCY. The GRANTEE shall, however, be given a reasonable time in which to remedy any such noncompliance. Any dispute may be resolved in accordance with the "Dispute Resolution" procedure set forth in Section 25 of this Contract Attachment.

E. FUNDING, REIMBURSEMENT AND BUDGET

22. REIMBURSEMENT

- a) Payments to the GRANTEE shall be made on a reimbursement basis only, for eligible costs incurred, using forms provided by the AGENCY. Reimbursement shall be allowed for (1) actual costs incurred and paid or (2) actual costs incurred and payable within a minimum of thirty (30) days from the date the reimbursement is requested. No advance payments shall be made to the GRANTEE. Purchases of goods will be reimbursed upon receipt, and services will be reimbursed upon completion of the work.
- b) Each request for reimbursement shall include a state voucher form and digital images and a narrative report describing the work completed and the status of the project. The reimbursement request shall not include any costs already reimbursed by or charged against any other grant or other source. The voucher must be certified by an official of the GRANTEE with authority to bind the GRANTEE.
- c) After receiving and approving the voucher and accompanying information, the AGENCY shall promptly remit a warrant to the GRANTEE. The obligation of the AGENCY to pay any amount(s) under this Contract is expressly conditioned upon compliance with the terms of this Contract by the GRANTEE.
- d) The expenditure of state funds shall not exceed the intended state share of the total cost of the project at any time, and shall be consistent with the Legislative appropriation.

- e) The final request for reimbursement under this Contract shall be submitted by the GRANTEE to the AGENCY within fifteen (15) days following the completion of the work or other termination of the Contract and be accompanied by a final narrative report and digital images of the completed project.

23. RECAPTURE OF FUNDS

In the event that the GRANTEE fails to expend state funds in accordance with state law and/or the provisions of this Contract, the AGENCY reserves the right to recapture state funds in an amount equivalent to the extent of noncompliance. Repayment by the GRANTEE of state funds under this recapture provision shall occur within thirty (30) days of demand. In the event that the AGENCY is required to institute proceedings to enforce this recapture provision, the AGENCY shall be entitled to its cost thereof, including reasonable attorneys' fees.

24. REDUCTION IN FUNDS

In the event state funds appropriated for the work contemplated under this Contract are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature during the Contract period, AGENCY may suspend or terminate the Contract under the Termination for Convenience clause without advance notice, subject to renegotiation at the AGENCY's discretion, under those new funding limitations and conditions.

F. TERMINATION AND DISPUTES

25. DISPUTE RESOLUTION

- a) The parties shall make every effort to resolve disputes arising out of or relating to this Contract through negotiation.
- b) Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing according to the process set out in this Section. Either party's request for dispute hearing must be in writing and clearly state:
 - 1. The disputed issue(s);
 - 2. The relative positions of the parties;
 - 3. The GRANTEE's name, address and project title.
- c) In order for this Section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this Section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person selected by the GRANTEE, one person selected by the AGENCY, and a third person chosen by the two persons initially appointed.
- d) Any hearing under this Section shall be informal, with the specific processes to be determined by the dispute panel according to the nature and complexity of the issues involved. The process may be solely based upon written material if the parties so

agree. The dispute panel shall be governed by the provisions of this Contract in deciding the dispute(s).

- e) The parties shall be bound by the decision of the dispute panel, unless the remedy directed by that panel shall be without the authority of either or both parties to perform, as necessary, or is otherwise unlawful.
- f) Request for a dispute hearing under this Section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party that it wishes to dispute. The written agreement to use the process under this Section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.
- g) All costs associated with implementation of this process shall be shared equally by the parties.

26. TERMINATION OR SUSPENSION FOR CAUSE

- a) In the event the Agency determines the GRANTEE has failed to comply with the conditions of this Contract in a timely manner, the AGENCY has the right to suspend or terminate the Contract. Before suspending or terminating the Contract, the AGENCY shall notify the GRANTEE in writing of the need to take corrective action. If corrective action is not taken within 30 days of receiving notice, the Contract may be terminated or suspended.
- b) In the event of termination or suspension for cause, the AGENCY may require the GRANTEE to repay any portion of the state funds paid to the GRANTEE prior to termination.
- c) The AGENCY may enforce this Contract by the remedy of specific performance, which usually will mean completion of the project as described in this Contract. However, the remedy of specific performance shall not be the sole or exclusive remedy available to the AGENCY. No remedy available to the AGENCY shall be deemed exclusive. The AGENCY may elect to exercise any combination, or all of the remedies available to it under this Contract, or under any provision of law, common law, or equity.

27. TERMINATION FOR CONVENIENCE

- a) Notwithstanding any provisions of this Contract, either party may terminate this Contract by providing the other party with written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date.
- b) In the event this Contract is terminated, the GRANTEE shall be reimbursed for eligible expenses incurred prior to the effective date of such termination and not otherwise paid for by the AGENCY, as the AGENCY reasonably determines.

28. TERMINATION FOR FRAUD OR MISREPRESENTATION

In the event the GRANTEE commits fraud or makes any misrepresentation in connection with the grant application or during the performance of this Contract, the AGENCY reserves the right to terminate or amend this Contract accordingly, including the right to recapture all funds disbursed to the GRANTEE under the grant.

29. TERMINATION PROCEDURES

- a) After receipt of a notice of termination, except as otherwise directed by the AGENCY, the GRANTEE shall:
- b) Stop work under the Contract on the date, and to the extent specified, in the notice;
- c) Place no further orders or subgrants for materials, services, or facilities related to the Contract;
- d) Preserve and transfer any materials, Contract deliverables and/or AGENCY property in the GRANTEE's possession as directed by the AGENCY.
- e) Upon termination of the Contract, the AGENCY shall pay the GRANTEE for any service provided by the GRANTEE under the Contract prior to the date of termination. The AGENCY may withhold any amount due as the AGENCY reasonably determines is necessary to protect the AGENCY against potential loss or liability resulting from the termination. The AGENCY shall pay any withheld amount to the GRANTEE if the AGENCY later determines that loss or liability will not occur.
- f) The rights and remedies of the AGENCY under this Section are in addition to any other rights and remedies provided under this Contract or otherwise provided under law.

30. GOVERNING LAW AND VENUE

This Contract shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this Contract shall be the Superior Court of Thurston County, Washington. The GRANTEE, by execution of this Contract acknowledges the jurisdiction of the courts of the State of Washington.

31. SEVERABILITY

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of the Contract 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 Contract, and to this end the provisions of this Contract are declared to be severable.

**HCP 15-17
ATTACHMENT B
PROJECT SCOPE OF WORK**

PROJECT SCOPE OF WORK NARRATIVE

The Eddon Boat Restoration - Phase III, is part of a multi-phase project preceded by site cleanup. The original creosote Marine Railway System and Pier were removed as required under DOE Agreed Order DE-5597 as part of an extensive soils remediation and clean-up of the site in 2008.

Phase I – The Eddon Boat Building was restored (2008 HCPF Grant #WHPG 09-09).

Phase II – Eddon Boat Pier was reconstructed (2010 HCPF Grant #WHPG 11-36).

Phase III – Reconstruction of the railway system began in 2011 in partnership with the tenant (Gig Harbor BoatShop) and private donors. The work included installation of 18 steel pilings as approved by USACE. 36 more pilings were installed in 2012. All “in water work” was completed within the permit window. The costs of doing this work are being applied as cost share. The remaining work to be done includes completing the installation of Marine Railways suitable for hauling and launching restored vessels. This work includes installation of the last 14 pilings above high mean water, trimming existing steel piling (lengths), piling caps, cross members that tie the piling together, and steel rails for the carriage to track on. The scope also includes design, engineering, and management of the project. A portion of the containment system (concrete pad, and filtration equipment) will be included during this phase.

PROJECT SCOPE OF WORK BY ARCHITECTURAL DIVISIONS

Division 3 CONCRETE

Concrete containment system pad.

Division 5 METALS

Structural rails for carriage system. 14 steel piling.

Division 6 WOOD, PLASTICS AND COMPOSITES

Wood “I” beam for railway system.

Division 23 HEATING VENTILATING AND AIR CONDITIONING (HVAC)

Stormwater / Wastewater plumbing pipe into City system.

Division 26 ELECTRICAL

Hard-wiring of stormwater / wastewater system.

Division 31 EARTHWORK

No excavation except for installation of 14 steel piling and minor site prep.

CERTIFICATION

The GRANTEE, by its signature, certifies that the Project Scope of Work set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date written below. The GRANTEE shall make all plans and documents funded in whole or in part by this contract available to the AGENCY upon reasonable request.

GRANTEE

TITLE

DATE

HCP 15-17
ATTACHMENT C
PROJECT PURPOSE

Preserve and Interpret

The Eddon Boat Restoration Project – Phase III Installation of the marine railways will complete the interpretive and functional capacity of the restored Eddon Boatyard by returning to it to its original configuration. The railways provide the method by which boats can be moved in and out (hailed and launched) of the boat building.

Currently, non-profit Gig Harbor BoatShop (tenant) must limit their work to smaller boats brought in by trailer and backed down a driveway through a narrow doorway for access to the boat building. Anything larger than the width of the doorway must be managed at another location. This constraint is incompatible with the intent to return the Eddon Boatyard to its original and authentic use.

Once fully restored, Eddon Boatyard will expand boatbuilding services and improve the educational programs that define the Gig Harbor facility as a local and regional cultural center.

CERTIFICATION

The GRANTEE, by its signature, certifies that the express purpose of the grant as described in the Project Purpose set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date written below.

GRANTEE

TITLE

DATE

HCP 15-17
ATTACHMENT D
PROJECT BUDGET

Cost Category	Grantee Cost Share		HCPF	Totals
	Cash Match	In-kind	Grant Funds	
Project staff		12,822	Not Eligible	12,822
Architecture/Engineering	2,160		6,656	8,816
Construction/Rehabilitation	126,660	1,000	71,504	199,164
Equipment	4,124	14,400	46,000	64,524
Consultants	15,000			15,000
Integral Art Projects				
LEED Silver Certification				
Project Travel Costs				
Site Work				
Pre-design	Not Eligible		Not Eligible	
Value of lease	Not Eligible	108,732	Not Eligible	108,732
Administration – 3%	Not Eligible	Not Eligible	3840	3840
COST SHARE SUBTOTALS	147,944	136,954	128,000	412,898
GRANTEE/HCPF TOTALS	284,898			
% OF TOTAL	69%		31%	100%

CERTIFICATION

The GRANTEE, by its signature, certifies that the Project Budget set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date written below, and that the total GRANTEE cost share required for the project shall be received and expended by June 30, 2015.

GRANTEE

TITLE

DATE

HCP 15-17
ATTACHMENT E
SOURCE OF AVAILABLE FUNDS

<u>TYPE OF FUNDS</u>	<u>AMOUNT</u>
HCPF FUNDS – Total Legislative Appropriation	128,000.00
GRANTEE’S FUNDS – Cash Match or In-kind Contributions:	
Project Staff	12,822
Architecture / Engineering	2,160
Construction / Rehabilitation	127,660
Equipment	18,524
Consultants	15,000
Value of Lease	108,732
TOTAL PROJECT FUNDS	412,898.00

CERTIFICATION

The GRANTEE, by its signature, certifies that the project funding set forth above in the Source of Available Funds has been reviewed and approved by the GRANTEE’s governing body or board of directors, as applicable, as of the date written below.

At least 75% of the GRANTEE’s funds shall have been expended for eligible project expenses, or shall be committed in writing and available, and will remain committed and available solely and specifically for carrying out the project as described elsewhere in this contract. Up to 25% of the GRANTEE’s funds may be projected to be received by June 30, 2015.

The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the committed funds, and shall make such records available for the AGENCY’s review upon request.

GRANTEE

TITLE

DATE

**HCP 15-17
ATTACHMENT F
CERTIFICATION OF AGREEMENT TO FOLLOW ALL LAWS**

The GRANTEE, by its signature, certifies that it shall be aware of and comply with all applicable and current federal, state, and local laws, regulations, policies, as now or hereinafter amended including, but not limited to those related to:

- Hazardous Substances - RCW 70.105D.0200
- Governor's Executive Order 05-05
- Prevailing Wage Law - RCW 39.12
- Industrial Insurance - RCW 51
- Nondiscrimination - RCW 49.60
- Americans with Disabilities Act - 42.U.S.C. 12101 et.esq.
- High Performance Public Buildings (LEED) - RCW 39.35D

GRANTEE

TITLE

DATE

HCP 15-17
ATTACHMENT G
PROPERTY PARCEL NUMBER(S) AND LEGAL DESCRIPTION(S)

Project Address: 3805 Harborview Drive in Gig Harbor, Washington 98335

Historic Designation: listed on the City's local Register of Historic Places by Resolution #660 in 2006

Washington State Legislative District #: 26

GPS Coordinates: 47.334138 / -122.588749

Parcel Number: 0221053074

Legal Description: Section 05 Township 21 Range 02 Quarter 33: COM AT MC AT NW COR LOT & TH S 41 DEG 03 MIN E 75.21 FT ALG N DEG 03 MIN E 200 FT TO TRUE POB TH CONT S 26 DEG 03 MIN E 125.5 FT TH S 19 DEG 49 MIN W 79 FT TH S 50 DEG 162.65 FT TO HWY TH NLY ALG ELY LI HWY TO PT S 54 DEG 48 MIN W FROM POB TH N 54 DEG 48 MIN E 145 FT TO TDLDS ABUTT.

CERTIFICATION

The GRANTEE, by its signature, certifies that the property parcel number(s) and legal description(s) set forth above have been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date written below.

GRANTEE

TITLE

DATE

**HCP 15-17
ATTACHMENT G
PROPERTY PARCEL NUMBER(S) AND LEGAL DESCRIPTION(S)**

Project Address: 3805 Harborview Drive in Gig Harbor, Washington 98335

Historic Designation: listed on the City's local Register of Historic Places by Resolution #660 in 2006

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Legal Description: Section 05 Township 21 Range 02 Quarter 33: COM AT MC AT NW COR LOT & TH S 41 DEG 03 MIN E 75.21 FT ALG N DEG 03 MIN E 200 FT TO TRUE POB TH CONT S 26 DEG 03 MIN E 125.5 FT TH S 19 DEG 49 MIN W 79 FT TH S 50 DEG 162.65 FT TO HWY TH NLY ALG ELY LI HWY TO PT S 54 DEG 48 MIN W FROM POB TH N 54 DEG 48 MIN E 145 FT TO TDLDS ABUTT.

CERTIFICATION

The GRANTEE, by its signature, certifies that the property parcel number(s) and legal description(s) set forth above have been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date written below.

GRANTEE

TITLE

DATE

**HCP 15-17
ATTACHMENT H
LEASES, CONTRACTS AND AGREEMENTS**

Document Title	Parties	Date of Execution	Date of Expiration	Recorded in:
Purchase Agreement	City of Gig Harbor	2004	NA	2004
Lease	City of Gig Harbor and Gig Harbor Boatshop	7-26-07	6-30-2027	2007
First Amendment to Lease	City of Gig Harbor and Gig Harbor Boatshop	12-14-10	6-30-2027	2010
Second Amendment to Lease	City of Gig Harbor and Gig Harbor Boatshop	2-25-14	6-30-2030	2014

CERTIFICATION

The GRANTEE, by its signature, certifies that the leases, contracts and agreements as described in the grant application and defined above (Document Title, Parties, Date of Execution and Date of Expiration) have been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date written below.

The GRANTEE shall provide the AGENCY with notice of any and all modifications to these leases, contracts and agreements made during the Contract Period of Performance or during the thirteen years following GRANTEE's completion of the project.

GRANTEE

TITLE

DATE



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

Subject: Eddon Boat Park Residence – Consultant Services Contract

Dept. Origin: Public Works

Proposed Council Action: Authorize the Mayor to execute a Consultant Services Contract with Brett Marlo Design, Inc., for permitting and design assistance related to the Eddon Boat Park Residence Design Project in an amount not to exceed Sixteen Thousand Six Hundred Twenty Dollars and Zero Cents (\$16,620.00).

Prepared by: Jeff Langhelm, PE
Public Works Director

For Agenda of: April 14, 2014

Exhibits: Consultant Services Contract with Scope and Fee

	Initial & Date
Concurred by Mayor:	<i>JL</i> 4/10/14
Approved by City Administrator:	<i>R</i> 4/10/14
Approved as to form by City Atty:	VIA EMAIL 4/9/14
Approved by Finance Director:	<i>Boyd</i> 4.10.14
Approved by Department Head:	<i>JOD</i> 4/9/14

Expenditure Required	\$16,620.00	Amount Budgeted	\$25,000.00	Appropriation Required	\$0
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INFORMATION/BACKGROUND

The City is proposing renovations to the Eddon Boat Park residence based on a recommendation provided by the Parks Commission in 2008. This recommendation proposed the use of the residence as a public meeting space.

The City has since been approached by the Gig Harbor BoatShop tenants with the request to utilize the upper floor of the residence as a private office with a private entry. To support funding of the proposed improvements, Gig Harbor BoatShop is prepared to apply for a grant for construction assistance. However, any actual use of the residence by the Gig Harbor BoatShop will require an amendment to the current lease agreement.

The design work captured under the proposed consultant services contract includes a public meeting space on the main floor and private office space on the upper floor. The contract will provide for design, and permitting, and the preparation of bid documents in the hopes of securing funding for the renovations in 2015 or soon after.

FISCAL CONSIDERATION

The 2014 Parks Division Capital Fund has allocated the following for this project:

2014 Budget for Eddon Boat Park Residence, Park Division Capital, Objective No. 14	\$ 25,000.00
Anticipated 2014 Expenses:	
Brett Marlo Design Consultant Services Contract	\$ (16,620.00)
<i>Minor ADA Upgrades</i>	\$ (6,380.00)
<i>Permitting</i>	\$ (2,000.00)
Remaining 2014 Budget =	\$ 0.00

Note: Expenses in *italics* are estimated.

BOARD OR COMMITTEE RECOMMENDATION

The proposed uses for this building were reviewed by the Parks Commission through an open house process in 2008. The Parks Commission recommended the Eddon Boat residence be updated to use as a meeting space facility open for reservations by various groups and private parties.

RECOMMENDATION/MOTION

Authorize the Mayor to execute a Consultant Services Contract with Brett Marlo Design, Inc., for permitting and design assistance related to the Eddon Boat Park Residence Design Project in an amount not to exceed Sixteen Thousand Six Hundred Twenty Dollars and Zero Cents (\$16,620.00).

PROFESSIONAL SERVICES CONTRACT
(Architects, Engineers, Land Surveyors, Landscape Architects)
BETWEEN THE CITY OF GIG HARBOR AND
BRETT MARLO DESIGN INC.

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

RECITALS

WHEREAS, the City is presently engaged Design Services for the Eddon Boat Brick House 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 Sixteen Thousand Six Hundred Twenty Dollars and No Cents (\$16,620.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit A – 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 December 31, 2014; 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:
Brett Marlo Design Inc.
ATTN: Brett Marlo DeSantis
P.O. Box 337
Fox Island, WA 98333
(253) 376-7935

City of Gig Harbor
ATTN: Jeff Langhelm
Public Works Director
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-6170

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

at the outset of this Agreement are named on **Exhibit A** 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 Jill Guernsey

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

Brett Marlo Design Incorporated PO Box 337, Fox Island, WA 98333 253-376-7935 4/7/2014

Eddon Boat Brick House
3805 Harborview Drive
Gig Harbor, WA 98335



Design Professional Services Scope:

Design main floor as community program space.
Design second floor to include private entry,
Northwest Boat Documentation project offices,
scanning lab and oral history lab.

Pre-Design & Design Development:

Provide onsite measure.
Draft existing floor plans as built.
Conceptual design development.
Draft proposed floor plans.
Meet to review design concepts.

Brett Marlo Designs, \$150/hr x 30= \$4500.

Construction Documents:

Prepare site plan.
Draft revised floor plans.
Draft demo floor plans.
Draft interior sections and elevations.
Draft reflective ceiling plans and electrical plans.
Draft finish plans.

Brett Marlo Designs, \$150/hr x 26=\$3900

David Fisher, 150/hr x 16=\$2400

Subtotal = \$6300

Engineering:

Provide engineering calculations.
Specify structural members.
Stamp construction documents.

John Hodge, P.E., \$135/hr x 10=\$1350

Brett Marlo Design Incorporated PO Box 337, Fox Island, WA 98333 253-376-7935

Specifications:

- Specify materials and finishes for railings.
- Specify materials and finishes for windows and doors.
- Specify materials and finishes for cabinets and millwork.
- Specify materials and finishes for countertops and backsplash.
- Specify materials and finishes for flooring.
- Specify plumbing fixtures.
- Specify appliances.
- Specify HVAC.
- Specify light fixtures and bulbs.
- Specify interior color palette.

Brett Marlo Designs, \$150/hr x 22=\$3300

Permit Package:

- Permit set to include stamped engineered drawings.
- Permit application assistance.
- Construction review assistance.

Brett Marlo Designs, \$150/hr x 8= \$1200

Total Estimated Budget:

\$16,620.00

Subcontractors included under professional services contract (Exhibit "C") with the express written consent of the city of Gig Harbor:

David Fisher
DK Fisher Architects
3710 Grandview St.
Gig Harbor, WA 98335
253-2098-1606

John Hodge, PE
Hodge Engineering Inc.
2615 Jahn Ave. NW, Suite E5
Gig Harbor, WA 98335
253-857-7055



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

Subject: Ancich Waterfront Park Habitat Assessment – Consultant Services Contract

Dept. Origin: Public Works

Proposed Council Action: Authorize the Mayor to execute a Consultant Services Contract with Grette Associates, for a habitat assessment and management plan related to the Ancich Waterfront Park Interim Use Project in an amount not to exceed Three Thousand One Hundred Forty-Nine Dollars and Fifty-Nine Cents (\$3,149.59).

Prepared by: Jeff Langhelm, PE
Public Works Director

For Agenda of: April 14, 2014

Exhibits: Consultant Services Contract with Scope and Fee

	Initial & Date
Concurred by Mayor:	<i>JLH 4/10/14</i>
Approved by City Administrator:	<i>D 4/10/14</i>
Approved as to form by City Atty:	VIA EMAIL <i>4/9/14</i>
Approved by Finance Director:	<i>PT 4.9.14</i>
Approved by Department Head:	<i>JLD 4/9/14</i>

Expenditure Required	\$3,149.59	Amount Budgeted	\$50,000.00	Appropriation Required	\$0
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INFORMATION/BACKGROUND

In 2013, the City performed a “visioning” process to develop a master plan for the Ancich Waterfront Park site (3500 block of Harborview Dr.) However, funding for construction of the master plan is years off so the City is proposing some immediate interim upland improvements to the site to make the uplands available to the public before the end of 2014.

This consultant services contract will develop a habitat assessment and management plan related to interim upland improvements including: repair of existing French drain system, placement vegetation, placement of pathways, and placement of park amenities (i.e. picnic benches, garbage cans, signs, etc.) The assessment and plan will assist the City in permitting the interim improvements.

FISCAL CONSIDERATION

The 2014 Parks Division Capital Fund has allocated the following for this project:

2014 Budget for Ancich Waterfront Park Assessment and Interim Use, Parks Division Capital, Objective No. 12	\$ 50,000.00
Anticipated 2014 Expenses:	
Sitts & Hill Consultant Services Contract	\$ (5,000.00)
Grette Consultant Services Contract	\$ (3,149.59)
<i>Permitting</i>	\$ (5,000.00)
<i>Interim Improvements</i>	\$ (36,850.41)
Remaining 2014 Budget =	\$ 0.00

Note: Expenses in *italics* are estimated.

BOARD OR COMMITTEE RECOMMENDATION

This work was originally requested by the Operations and Public Projects Committee and presented to the Parks Commission without comment.

RECOMMENDATION/MOTION

Authorize the Mayor to execute a Consultant Services Contract with Grette Associates, for a habitat assessment and management plan related to the Ancich Waterfront Park Interim Use Project in an amount not to exceed Three Thousand One Hundred Forty-Nine Dollars and Fifty-Nine Cents (\$3,149.59).

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
GRETT ASSOCIATES, LLC**

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

RECITALS

WHEREAS, the City is presently engaged in Ancich Waterfront Park Habitat Assessment and Management Plan 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 \$3,149.59 (Three Thousand One Hundred Forty-Nine Dollars and Fifty-Nine Cents) 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 – Estimated Budget**. 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 agrees to hold harmless, indemnify and defend the City, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the Consultant, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the Consultant, its officers, agents, subconsultants or employees, in connection with the services required by this Agreement; provided, however, that:

1. The Consultant's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the City, its officers, agents or employees; and

2. The Consultant's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the Consultant and the City, or of the Consultant and a third party other than an officer, agent, subconsultant or employee of the Consultant, shall apply only to the extent of the negligence or willful misconduct of the Consultant.

B. 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.

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

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

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

CONSULTANT:
Grette Associates, LLC
ATTN: Matthew Boyle, Principal Biologist
2102 N 30th, Ste A,
Tacoma, WA 98403
(253) 573-9300 (office)
(253) 573-9321 (fax)

City of Gig Harbor
ATTN: Jeff Langhelm
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 C** 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: *Matthew Boyle*
Its: *Con. Principal*

By: _____
Mayor Jill Guernsey

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

City of Gig Harbor Public Works Ancich Waterfront Park Habitat Assessment and Management Plan

Task 100 – Habitat Assessment and Management Plan

Grette Associates will prepare a Habitat Assessment and Management Plan for the project which complies with GHMC Chapter 18.08.186 (Critical Fish and Wildlife Habitat Areas) and 18.10.100 (Compliance with Endangered Species Act). The Plan will describe the shoreline at and adjacent to the site, including any areas that may be classified as CFWHAs (e.g. Category II estuarine wetlands). The Plan will also identify all species listed by the Endangered Species Act which may occur near the project site and make a determination of effects for each species in compliance with FEMA requirements. This scope of work includes time and materials for one site visit.

It is assumed that the City of Gig Harbor will provide all pertinent project information (drawings, plans, project description language) that may assist in the preparation of the Plan.

An estimated budget for Task 100 is as follows:

Staff	Rate	Units	Total
Biologist 5	\$135.00	2	\$270.00
Biologist 1	\$90.00	30	\$2,700.00
Administrative	\$74.00	1	\$74.00
Insurance Certificate	\$80.00	1	\$80.00
Mileage	\$ ¹	35	\$21.00
Narrows Bridge Toll	\$4.25	1	\$4.59 ²
TOTAL TASK 100			\$3,149.59

¹ Mileage will be billed at the current WSDOT or federal rate, plus applicable markup

² Narrows Bridge Toll total includes 8% markup

Total Contract Amount: **\$3,149.59**



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

**Subject: Second Reading of Ordinance
Amending the 2014 Budget to add an Economic
Development Manager**

Proposed Council Action:
Adopt ordinance amending the 2014 budget to
add an Economic Development Manager.

Dept. Origin: Finance/Human Resources

Prepared by: Dave Rodenbach, Finance
Director and Mary Ann McCool,
HR Analyst

For Agenda of: April 14, 2014

Exhibit: Ordinance and Job Description

Initial &
Date

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

GR 4/10/14
R 4/10/14
by email
Boyd 4/10/14

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

The public hearing on this budget amendment relating to creation of a Deputy City Administrator/Economic Development Manager position was held on Monday, March 10, 2014. After considering public and Council comment, the Mayor recommends an amendment to the position, by removing the Deputy City Administrator portion and decreasing the salary proportionately. The duties of the Economic Development Manager will be added to the City Administrator position in 2015. Economic development will be the primary focus of this new position.

The recommended budget amendment to the 2014 General Fund Administrative Departmental Budget is as follows:

Department	Original Appropriation	Amended Appropriation	Increase/(Decrease)
Administration/Finance	\$1,671,650	\$1,781,650	\$110,000
Ending Fund Balance	\$1,089,026	\$979,026	(\$110,000)

FISCAL CONSIDERATION

The funding for this budget amendment will be taken from the budgeted ending fund balance.

RECOMMENDATION/MOTION

Adopt the ordinance amending the 2014 budget to add an Economic Development Manager.

ORDINANCE NO. 1289

**AN ORDINANCE OF THE CITY OF GIG HARBOR,
WASHINGTON, RELATING TO THE CITY'S 2014 BUDGET,
INCREASING THE APPROPRIATION TO THE GENERAL FUND
AND ADDING ONE NEW POSITION FOR THE 2014 BUDGET.**

WHEREAS, the City of Gig Harbor Comprehensive Plan recognizes the importance of economic development in achieving the goals of the Comprehensive Plan; and

WHEREAS, increasing employment opportunities within the community provides the City with a larger and more sound tax base; and

WHEREAS, encouraging redevelopment of declining and/or vacant commercial properties protects local economic opportunities; and

WHEREAS, more effort must be taken to develop, implement and maintain the City's short and long term economic development goals, strategies, and policies; and

WHEREAS, in order to enhance economically advantageous development within the City a managerial position needs to be created; and

WHEREAS, the City Council has determined that a position to focus on the economic development function and to work with local and regional interests to pursue the aforementioned goal is desirable; and

WHEREAS, the City Council finds that the duties and responsibilities of an Economic Development Manager addresses the City's economic development goals at this time; and

WHEREAS, the City Council will review the creation of the position in conjunction with adoption of the City's 2015 budget and thereafter; and

WHEREAS, adequate funds are expected to be available in the city's general fund ending fund balance in order to fund this position; NOW, THEREFORE,

THE GIG HARBOR CITY COUNCIL ORDAINS AS FOLLOWS:

Section 1. The 2014 Budget for the General Fund shall be amended as follows:

Fund/Department	Original Appropriation	Amended Appropriation
Administration/Finance	\$1,671,650	\$1,781,650

EXHIBIT A

POSITION	2014 RANGE	
	Minimum	Maximum
City Administrator	9,980	12,475
Chief of Police	8,705	10,882
Public Works Director	8,135	10,169
Finance Director	8,051	10,064
Police Lieutenant	7,107	8,884
City Engineer	7,078	8,847
Information Systems Manager	7,078	8,847
Planning Director	7,078	8,847
Police Sergeant	7,026	8,041
Building & Fire Safety Director	7,021	8,777
Senior Engineer	6,621	8,276
City Clerk	6,364	7,956
Tourism Marketing Director	6,351	7,939
<u>Economic Development Manager</u>	<u>6,310</u>	<u>7,889</u>
Public Works Superintendent	6,270	7,838
Wastewater Treatment Plant Supervisor	6,270	7,838
Senior Accountant	6,108	7,635
Senior Planner	6,103	7,629
Court Administrator	5,987	7,484
Associate Engineer	5,823	7,279
Assistant Building Official/Fire Marshall	5,758	7,198
Field Supervisor	5,396	6,745
Construction Supervisor	5,396	6,745
Police Officer	5,115	6,393
Senior WWTP Operator	5,081	6,352
Payroll/Benefits Administrator	4,894	6,118
Human Resources Analyst	4,889	6,111
Associate Planner	4,885	6,106
Construction Inspector	4,764	5,956
Planning / Building Inspector	4,764	5,956
Wastewater Treatment Plant Operator	4,546	5,683
Engineering Technician	4,507	5,634
Mechanic	4,449	5,561
Information Systems Assistant	4,411	5,514
Assistant City Clerk	4,375	5,469
Executive Assistant	4,375	5,469
Special Projects Coordinator	4,375	5,469
WWTP Collection System Tech II	4,251	5,315
Maintenance Technician	3,416	5,315
Assistant Planner	4,238	5,298
Permit Coordinator	4,238	5,298
Building Assistant	4,019	5,023
Planning Assistant	4,019	5,023
Public Works Assistant	4,019	5,023
Finance Technician	3,983	4,979
Lead Court Clerk	3,844	4,806
Police Services Specialist	3,475	4,344
Court Clerk	3,429	4,286
Custodian	3,416	4,269
Public Works Clerk	3,413	4,267
Planning/Building Clerk	3,413	4,267

ECONOMIC DEVELOPMENT MANAGER

Nature of Work:

This is a highly responsible administrative and managerial position. The employee in this position plans, organizes and directs activities to enhance economically advantageous development in the City of Gig Harbor. The employee is responsible for the development, recommendation and implementation of strategies, policies and programs that accomplish the City's goals and objectives to ensure the economic health and vitality of the City.

Controls Over the Work:

Under the general supervision of the Mayor and direct supervision of the City Administrator and within the framework of governing federal, state and local laws, and general policy established by the City, duties are performed with a wide latitude for independent judgment and action. The position requires the exercise of mature judgment and the ability to work with a high degree of complexity. The employee operates independently with minimal supervision and determines own work practices and procedures. Work is subject to review for results obtained and conformance with governing laws and established policies, through discussion and analysis of recommendations, actions, and reports.

Essential Duties and Responsibilities:

Reports directly to the City Administrator and indirectly to the Mayor. Develops, maintains, and implements the City's short and long-term economic development goals, strategies, and policies.

Develops and maintains public/private partnerships for development and business assistance programs.

Serves as "broker" in recruiting and assisting businesses interested in locating within the City limits, assists with identification of suitable properties, and assists in negotiation for acquisition or lease of property necessary for economic development projects.

Meets with affected property owners in potential economic development areas to assess and coordinate the City's economic development efforts.

Coordinates with City staff/departments on projects affecting city businesses to help minimize impact and ensure businesses are receiving timely project updates.

Seeks out funding sources and prepares and processes grant applications to advance economic development goals; and monitor resultant programs and/or activity.

Participates in business community events to promote business development and vitality.

As designated by the Mayor, serves as the City liaison to various organizations including, but not limited to, the Chamber of Commerce, Tacoma Pierce County Economic Development Board, and other advisory boards and agencies in furthering the City's economic development goals.

Develops and presents proposed programs and projects to City Council, business community groups, and governmental agencies.

Economic Development Manager
Page 2

Prepares, administers and monitors economic development budget and economic development contracts.

Attends various civic and business meetings on behalf of the City.

Other duties as assigned.

Knowledge, Abilities, and Skills

Demonstrates ability to sustain operations and perspective of the governmental mission.

General knowledge of modern principles and practices of public administration and economic development.

General knowledge of real estate and legal practices pertaining to real property, right-of-way acquisition, relocation, survey laws, land transaction methods, title records, research and instruments.

General knowledge of structure and operation of municipal government; organizational and management practices, and fundamentals of project management.

General knowledge of personnel and civil service regulations, policies and procedures.

Ability to learn the inter-workings and inter-relationships of city government operations and functions and the relationships with other levels and forms of government.

Awareness of current issues, situations, and conditions relative to regional, state, and federal issues that affect economic development and/or City operations.

General understanding of the City's political environment and sensitivities, and ability to work effectively within the environment.

Excellent oral and written communication skills to include effective and engaging public presentations.

Cultivates and maintains cooperative and effective working relationships with elected officials, advisory bodies, the business community, City staff, and the public.

Effectively represents the City in potentially adversarial or stressful situations.

Exercises individual initiative and discretion, including confidential matters.

Accurately analyzes problems and adopts an effective course of action.

Attends evening and early morning meetings as necessary.

Effective interpersonal, teamwork and customer service skills.

Physical Demands and Work Environment

Work is performed primarily in an office or conference room setting. Some local and regional travel is involved in economic development activities, attending meetings, and visiting other municipalities and facilities. Some walking, standing and bending is required. Exposure to adverse weather conditions is minimal.

Economic Development Manager
Page 3

Qualifications Required.

Minimum: Graduation from a four-year college or university with course work in economics, marketing, planning, political science, public or business administration or related field, and ten years of increasingly responsible work experience in any combination of public or private business, real estate or economic development, including a minimum of two years managing complex projects OR an equivalent combination of education and experience sufficient to perform the essential functions of the position, with or without accommodation. Masters or graduate degree preferred. Elected office or municipal experience preferred.

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF GIG HARBOR,
WASHINGTON, REGARDING CITY COUNCIL COMMITTEES;
AMENDING CHAPTER 2.51 OF THE GIG HARBOR
MUNICIPAL CODE TO CHANGE THE NAME OF THE
OPERATIONS AND PUBLIC PROJECTS COMMITTEE TO
PUBLIC WORKS COMMITTEE; PROVIDING FOR
SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, the City Council adopted a process for internal standing and ad hoc committees, codified in chapter 2.51 of the Gig Harbor Municipal Code; and

WHEREAS, the City Council desires to change the name of the Operations and Public Works Committee to the Public Works Committee; now, therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Chapter 2.51 GHMC - Amended. Sections 2.51.010 and 2.51.020 of the Gig Harbor Municipal Code are hereby amended as follows:

2.51.010 Appointment of Standing Council Committees.

The Mayor shall recommend Councilmember appointments to the following standing council committees: Finance and Safety, ~~Operations and Public Projects~~ Public Works, Planning and Building, Intergovernmental Affairs, Board and Commission Candidate Review. Each committee shall have three members.

2.51.020 Duties of committees.

The several committees shall fully consider all measures referred to them by the Mayor and the City Council. They shall also acquaint themselves with the interests of the city and from time to time present such draft ordinances and written reports as in their judgment will advance the interests and promote the welfare of the municipality.

....

~~Operations and Public Projects~~ Public Works, which shall consider policies and matters related to parks, water, sewer, storm sewer, utility LIDs and ULIDs, other utilities and solid waste. This committee will consider matter related to pedestrian and vehicular transportation and streets in

....

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

Section 3. Effective Date. This ordinance shall take effect and be in full force five (5) days after publication of an approved summary consisting of the title.

APPROVED:

MAYOR, JILL GUERNSEY

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY TOWSLEE

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

By _____

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:



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

Subject: First Reading – Ordinance
Amending Section 9.26.040 GHMC to
Incorporate Provisions of State Law regarding
Cyberstalking.

Proposed Council Action: Review Ordinance
and bring back for Second Reading.

Dept. Origin: Court

Prepared by: Stacy Colberg

For Agenda of: April 14, 2014

Exhibits: Proposed Ordinance

Initial & Date

Concurred by Mayor:

FWI 4.7.14

Approved by City Administrator:

R 4/3/14

Approved as to form by City Atty:

4/3/14 email

Approved by Finance Director:

4.4.14 PFD

Approved by Department Head:

4/3/14 ac

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

The City Council has adopted provisions from state law relating to harassment Chapter 9.26 in the Gig Harbor Municipal Code. The city prosecutor desires to incorporate an additional provision of state law relating to cyberstalking into the Gig Harbor Municipal Code, specifically RCW 9.61.260 – Cyberstalking, due to an increase in the use of the internet, email, and other electronic forms of communication with malicious or threatening behaviors.

FISCAL CONSIDERATION

None

BOARD OR COMMITTEE RECOMMENDATION

None

RECOMMENDATION / MOTION

Move to: Review ordinance and bring back for Second Reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO HARASSMENT; AMENDING SECTION 9.26.040 OF THE GIG HARBOR MUNICIPAL CODE TO INCORPORATE PROVISIONS OF STATE LAW REGARDING CYBERSTALKING; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council adopted provisions from state law relating to harassment in chapter 9.26 of the Gig Harbor Municipal Code; and

WHEREAS, the City Council desires to incorporate an additional provision of state law relating to cyberstalking into the Gig Harbor Municipal Code; Now, therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Section 9.26.040 - Amended. Section 9.26.040 of the Gig Harbor Municipal Code is amended as follows:

9.26.040 Harassment.

The following state statutes are adopted by reference:

RCW

9.61.230 Telephone harassment.

9.61.240 Telephone harassment – Permitting telephone to be used.

9.61.250 Telephone harassment – Offenses, where deemed committed.

9.61.260 Cyberstalking

9A.46.020 Definition – Penalties.

9A.46.030 Place where committed.

9A.46.040 Court-ordered requirements upon person charged with crime – Violation.

9A.46.050 Arraignment – No-contact order.

9A.46.060 Crimes included in harassment.

9A.46.070 Enforcement of orders restricting contact.

9A.46.080 Order restricting contact – Violation.

9A.46.090 Nonliability of peace officer.

9A.46.100 "Convicted," time when.

9A.46.110 Stalking.

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

Section 3. Effective Date. This ordinance shall take effect and be in full force and effect five days after passage and publication of an approved summary consisting of the title.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this _____ day of _____, 2014.

CITY OF GIG HARBOR

Mayor Jill Guernsey

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Angela G. Summerfield

FILED WITH THE CITY CLERK: 04/01/14
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO: _____



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

Subject: Well No. 4 Rehabilitation Project –
Small Public Works and Consultant Services
Contract Award

Dept. Origin: Public Works

Proposed Council Action:

1. Authorize the Mayor to execute a Small Public Works Contract with Holt Services, Inc., in an amount not exceed \$53,653.25 for the award of the Well No. 4 Rehabilitation Project and authorize the Public Works Director to approve additional expenditures up to \$2,000 to cover any cost increases that may result from contract change orders.
2. Authorize the Mayor to execute a Consultant Services Contract with Robinson Noble for construction assistance related to the Well No. 4 Rehabilitation Project in an amount not to exceed \$6,500.

Prepared by: Jeff Langhelm, PE

For Agenda of: April 14, 2014

Exhibits: Small Public Works and
Consultant Services Contracts

	Initial & Date
Concurred by Mayor:	<i>[Signature]</i> 4/2/14
Approved by City Administrator:	<i>[Signature]</i> 4/2/14
Approved as to form by City Atty:	VIA EMAIL 3/12/14
Approved by Finance Director:	<i>[Signature]</i>
Approved by Department Head:	<i>[Signature]</i> 4/2/14

Expenditure Required	\$ 62,153.25	Amount Budgeted	\$0	Appropriation Required	See Fiscal Consideration
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INFORMATION/BACKGROUND

In July 2013 water production at the City of Gig Harbor's Well No. 4 (adjacent to Grandview Forest Park) dropped dramatically. The City removed the pump and motor assembly then performed a video inspection of the well. Review of the assembly and the video revealed the presence of native sand above the Colorado silica sand packed riser pipe. As a result, this public water supply production well now requires redevelopment.

Well No. 4 is constructed with a 12-inch casing installed to a depth of 403 feet. The well is completed with a 6-inch pipe and a stainless steel screen with a filter pack consisting of Colorado silica sand.

This proposed Small Public Works Contract provides for clearing the well of debris and screens, and performing a video inspection of the well. After the well screen is cleared, but before redevelopment can occur, a video inspection will characterize the physical condition of the well and screen assembly. The scope of the redevelopment work will be determined by the proposed consultant services contract with a hydrogeologist after review of the second video inspection. Upon completion of the redevelopment the Contractor will install and place into operation a new pump and motor assembly and a new motor soft starter.

BID RESULTS

This project was bid using the City's Small Public Works Bidding process. The initial estimate of work was \$55,000. A total of six (6) bid proposals were received by the City on March 18, 2014. Bid results from each bidder are summarized below. As you will see, Staff recommends awarding to the second low bidder because the low bidder did not meet the minimum qualifications identified in the contract documents.

No.	Bidder	Bid Amount
1	Bison Well Drilling	\$49,799.33
2	Holt Services, Inc.	\$53,653.25
3	Charon Drilling, Inc.	\$64,774.50
4	Coolwater Drilling	\$66,201.28
5	Tacoma Pump & Drilling	\$72,198.83
6	Hokkaido Drilling, Inc.	\$72,695.00

FISCAL CONSIDERATION

The 2014 Water Division Operations Fund has no direct funds allocated for emergencies such as this. However, sufficient funds are available in reserve to fund this contract work. A summary of the anticipated expenses are summarized below.

Anticipated 2014 Work	Amount
Small Public Works Contract (Holt Services, Inc.)	\$ (53,653.25)
Change Order Authority	\$ (2,000.00)
Consultant Services Contract (Robinson Nobel)	\$ (6,500.00)
TOTAL =	\$ (62,153.25)

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION/MOTION

1. Authorize the Mayor to execute a Small Public Works Contract with Holt Services, Inc., in an amount not exceed \$53,653.25 for the award of the Well No. 4 Rehabilitation Project and authorize the Public Works Director to approve additional expenditures up to \$2,000 to cover any cost increases that may result from contract change orders.
2. Authorize the Mayor to execute a Consultant Services Contract with Robinson Noble for construction assistance related to the Well No. 4 Rehabilitation Project in an amount not to exceed \$6,500

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

Well No. 4 Rehabilitation Project (CWP-1325)

THIS CONTRACT is made and entered into this _____ day of _____, 2014, by and between the City of Gig Harbor, Washington (the "City"), and Holt Services Inc., a Washington Corporation (the "Contractor").

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

1. Scope of Work.

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

2. Time of Performance and Completion.

Within ten (10) working days of the Notice of Contract Award date from the City the Contractor shall execute this Contract and provide to the City all necessary insurance information required by this Contract.

The Contractor shall provide to the City all necessary prevailing wage information required by this Contract within ten (10) working days after the Notice to Proceed date from the City.

All work performed under this Contract shall be completed within fifty (50) working days of the Contractor receiving the Notice to Proceed from the City.

A "working day" is defined for convenience as any day, unless it is a nonworking day or the City-determined unworkable day. A nonworking day is defined as a Saturday, a Sunday, a day on which the contract specifically suspends work, or one of these holidays: January 1, the third Monday of January, the third Monday of February, Memorial Day, July 4, Labor Day, November 11, Thanksgiving Day, the day after Thanksgiving, and Christmas day. When the holiday falls on a Saturday, the preceding Friday shall be a nonworking day. When any of these holidays fall on a Sunday, the following Monday shall be a nonworking day.

3. Payments.

The Contractor agrees to perform all work called for in the Contract at the rate set forth in the Bid Proposal attached hereto as Exhibit C. Said sum shall constitute full compensation for all labor, materials, tools, appliances, etc. required to perform the required services.

4. Retainage.

Pursuant to RCW 60.28.011, five percent (5%) of all monies earned by the Contractor shall be retained by the City for the purposes mentioned in said statute. The Contractor elects to have these monies (check one):

_____ Retained in a fund by the City until sixty (60) days following the final acceptance of said improvement or work as completed;

_____ Deposited by the City in an interest bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until after the final acceptance of said improvement or work as completed, or until agreed to by both parties: Provided, that interest on such account shall be paid to the Contractor; or

_____ Placed in escrow with a bank or trust company by the City until sixty (60) days following the final acceptance of said improvement or work as completed. When the monies reserved are to be placed in escrow, the City shall issue a check representing the sum of the monies reserved payable to the bank or trust company and the Contractor jointly. Such check shall be converted into bonds and securities chosen by the Contractor and approved by the City and such bonds and securities shall be held in escrow. Interest on such bonds and securities shall be paid to the Contractor as the said interest accrues.

5. Performance and Payment Bond - 50% Letter.

A. The Contractor shall execute and deliver to the City a bond, on forms supplied or approved by the City, with an approved surety company as surety, in the sum of the full amount of the Contract plus the applicable Washington State Sales Tax, in compliance with RCW 39.08.010 through 39.08.060 and any amendments thereto. The surety on any such bond shall be a surety company duly authorized to transact surety business under the laws of the State of Washington. In lieu of such a bond, the Contractor may provide a letter of credit in the same sum and subject to the same conditions, in a form approved by the City Attorney.

B. If the amount of this Contract is Thirty-five Thousand Dollars (\$35,000) or less, the Contractor may, at its option, in lieu of the bond specified in subparagraph A, have the City retain fifty percent (50%) of the contract amount for a period of thirty (30) days after the date of completion of services, or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later.

6. Warranty/Maintenance Bond.

The Contractor hereby warrants that it is fully licensed, bonded and insured to do business in the State of Washington as a general contractor. The Contractor will warranty the labor and installation of materials for a two-year warranty period and shall

furnish a maintenance bond for 15% of the contract amount on the City's standard maintenance bond form in order to guarantee that the work specified in Exhibits A, B, and C and completed by Contractor will remain free from defects in workmanship and materials for a period of two years after completion of construction.

7. Indemnity.

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

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

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

8. Insurance.

A. The Contractor shall secure and maintain in force throughout the duration of this Contract, business auto coverage for any auto no less than a \$1,000,000 each accident limit.

B. The Contractor shall secure and maintain in force throughout the duration of this Contract, comprehensive general liability insurance with a minimum coverage of not less than a limit of \$1,000,000 per occurrence, \$2,000,000 annual aggregate for bodily injury, including death, and property damage. The insurance will be written on an occurrence basis, by an 'A' rated company licensed to conduct business in the State of Washington. The general liability policy shall name the City as an additional insured and shall include a provision prohibiting cancellation, changes and reductions of coverage under said policy except upon thirty (30) days prior written notice to the City. Certificates of coverage as required by this Section shall be delivered to the City with the signed Contract. Under this Agreement, the Contractor'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 commercial general liability policy must provide cross-

liability coverage as could be achieved under a standard ISO separation of insured's clause.

C. The Contractor 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 Contractor's coverage.

D. In addition, the Contractor shall secure and maintain workers' compensation insurance pursuant to the laws of the State of Washington.

9. Prevailing Wage.

A. The prevailing rate of wage to be paid to all workmen, laborers, or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of prevailing wage rates for the locality or localities where this Contract will be performed as determined by the Industrial Statistician of the Department of Labor and Industries, are attached hereto and by reference made a part of this Contract as though fully set forth herein.

B. In accordance with Section 2, the Contractor shall file a statement under oath with the City and with the Director of Labor and Industries certifying the rate of hourly wage paid and to be paid each classification of laborers, workmen, or mechanics employed upon the work by the Contractor or any Subcontractor, which shall not be less than the prevailing rate of wage. Such statement and any subsequent statement shall be filed in accordance with the practices and procedures required by the Department of Labor and Industries.

10. Termination.

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

expense of the Contractor. In the case of termination for default, the Contractor shall not be entitled to receive any further payment until the work is finished.

B. Termination by City for Convenience. The performance of work under this Contract may be terminated by the City in accordance with this paragraph in whole or in part, whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance or work under the Contract is terminated, and the date upon which such termination becomes effective. The Contractor shall stop work on the project upon the date set forth in the Notice of Termination and shall take such actions as may be necessary, or as the City may direct, for the protection and preservation of the work. After receipt of a Notice of Termination, the Contractor shall submit to the City its termination claim, in the form and with the certification prescribed by the City. Such claim shall be submitted promptly but in no event later than 3 months from the effective date of the termination. Upon approval by the City, the termination claim shall be paid.

C. Termination by Contractor. If the work should be stopped under an order of any court, or other public authority, for a period of thirty (30) days, through no act or fault of the Contractor or of anyone employed by him, then the Contractor may, upon seven (7) days written notice to the City, terminate this Contract and recover from the City payment for all work executed and any proven loss sustained. Should the City fail to pay to the Contractor, within the payment period provided for in this Contract, any sum due and owing, then the Contractor may, upon seven (7) days written notice to the City, stop the work or terminate this Contract.

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

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

13. Independent Contractor. No agent, employee or representative of the Contractor shall be deemed to be an agent, employee or representative of the City for any purpose. Contractor shall be solely responsible for all acts of its agents, employees, representatives and subcontractors during the performance of this contract.

14. Relationship of Parties. The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Contractor is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subcontractor of the Contractor shall be or shall be deemed to be the employee, agent, representative or

subcontractor of the City. In the performance of the work, the Contractor is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or subcontractors of the Contractor. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and subcontractors during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Contractor performs

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

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

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

CITY OF GIG HARBOR

CONTRACTOR

MAYOR JILL GUERNSEY
Date: _____

By: _____
Title: _____
Date: _____

ATTEST/AUTHENTICATED:

MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:
Office of the City Attorney

EXHIBIT A - INVITATION TO BIDDERS

In July 2013 water production at the City of Gig Harbor's Well No. 4 dropped dramatically. The City removed the pump and motor assembly then performed a video inspection of the well. Review of the assembly and the video revealed the presence of native sand above the Colorado silica sand packed riser pipe. As a result, this public water supply production well now requires redevelopment.

The City requests bid proposals in accordance with the City's Small Works Roster Process (Resolution No. 797) for the Well No. 4 Rehabilitation Project (CWP-1325). This Small Public Works Contract will provide for the removal of all sand above the sand packed riser pipe and the rehabilitation of the well. The work to be completed under the contract will require the use of a cable-tool drill and generally includes clearing of the sand within the well, cleaning the well screens, redevelop the well screen, and video inspection of the well. Exhibit B provides a detailed description of the scope of contract work.

By submission of a Bid Proposal form (Exhibit C), the Bidder warrants the following minimum qualification will be performed by its own forces or by a subcontractor throughout the duration of the Contract:

The clearing and rehabilitation of wells will be performed by (an) experienced operator(s) each having at least five (5) years of experience working on high production sand packed municipal wells.

Prospective bidders shall provide a completed "Statement of Bidder's Qualifications" form (Exhibit E) that identifies projects meeting the above criteria. The completed Exhibit E shall be submitted with Exhibit C. References will be contacted by the City and the City reserves the right to reject bidders who, in the City's opinion, are not qualified to conduct the work specified.

Bidders are encouraged to review the Well No. 4 well drilling log (Exhibit D) and the existing video inspection prior to submitting a bid proposal for this project. A digital video disc (DVD) of the existing video inspection is available at the City of Gig Harbor by contacting Nancy Nayer (contact information available below).

The Contract Documents shall consist of the City's Small Works Contract (Contract), this Invitation to Bidders (Exhibit A of the Contract), the Description of Work (Exhibit B of the Contract), the Bid Proposal (Exhibit C of the Contract), referenced documents (Exhibit D of the Contract), and Statement of Bidders Qualifications (Exhibit E of the Contract). All work shall be consistent with local accepted industry practices and the City of Gig Harbor Public Works Standards.

Bid proposals will be received by Nancy Nayer at the City of Gig Harbor by means of email (NayerN@cityofgigharbor.net) or delivered to the City of Gig Harbor, 3510 Grandview Street, Gig Harbor, Washington, 98335, **no later than 2:00 p.m., Tuesday, March 18, 2014**. Bid proposals received after the time fixed for opening will not be considered. Email "sent" times and postmarks will not be accepted. Faxes will also not be accepted.

Technical inquiries regarding the Project may be directed to Jeff Olsen, at the City of Gig Harbor at (253) 853-7661 or OlsenJ@cityofgigharbor.net.

The City of Gig Harbor reserves the right to reject any or all bids and to waive minor irregularities in the bidding process. The City of Gig Harbor reserves the right to award this contract to the lowest responsive, responsible bidder based on the Bid Proposal. In determining the lowest responsive responsible bidder, consideration will be given to the criteria listed in RCW 39.04.

*** END OF EXHIBIT A ***

EXHIBIT B – DESCRIPTION OF WORK

Summary

Well No. 4 is constructed with a 12-inch casing installed to a depth of 403 feet. The well is completed with a 6-inch pipe size, 0.030-inch slot size, stainless steel screen with a filter pack consisting of Colorado silica sand size 8-12 located between 377 feet and 443 feet below ground surface. As noted in Exhibit A, a copy of the City's August 2013 video inspection is available for review and the well log for Well No. 4 is attached in Exhibit D.

The Contractor shall prepare the site then clear the well of sediment and debris using the methods outlined in the specifications below.

After the well screen is cleared, but before redevelopment can occur, a video inspection shall be conducted to characterize the physical condition of the well and screen assembly. The scope of the redevelopment work will be determined by the City's hydrogeologist after review of the second video inspection. Redevelopment may require re-establishment of the sand pack around the 6-inch well screen assembly. The Contractor shall constantly check the pack while surging and guard against any heaving of natural sand into the annulus between the 6-inch screen and 12-inch well casing. A final video inspection will be required after redevelopment is complete.

Upon completion of the redevelopment the Contractor shall install and place into operation a new pump and motor assembly and a new motor soft starter.

Specifications

Drilling Rig and Related Equipment:

Drilling shall be accomplished by cable-tool methods only. The drilling rig shall have no less capability than a Bucyrus Erie model 22W or Speedstar model 71. All appurtenant drilling equipment including, but not limited to, bailers, wire brushes, and surge discs, are to be considered as part of the rig, available to the project as needed, and delivered to the site as a function of job mobilization.

Site Preparation

1. Temporarily remove the western portion of the security fencing.
2. Install temporary security fencing along the western portion of the site to secure the Contractor's equipment and the site.
3. Install temporary driving surfaces and working surfaces where deemed necessary by the Contractor.
4. Disassembly of the well house in accordance with City-direction.

Well Clearing and Development

Well clearing and well development shall be accomplished using the following methods in the order shown:

1. Removal of sand and waste to the satisfaction of the City.
2. Cleaning well screens:

- a. Surging of a stiff wire rope-type brush and cable-tool surge action to scrub the 12-inch casing down to the top of the well screen;
 - b. Surging of a stiff wire rope-type brush and cable-tool surge action to scrub the entire length of the 6-inch well screen; and
 - c. Nylon bristles or metal chimney brushes will not be allowed.
3. Pre-redevelopment inspection:
- a. The Contractor shall conduct a pre-redevelopment video inspection of Well 4; and
 - b. The Contractor shall provide the City with a DVD copy of the video inspection and a short written report of the video operator's observations.
4. Redevelop well screens: Well rehabilitation shall be performed under the guidance of the City's hydrogeologist in accordance with applicable requirements of Washington Administrative Code (WAC) 173-160 and the requirements of these specifications. Where the requirements of these specifications are more stringent, the requirements of the specifications shall prevail, provided that nothing in these specifications shall be construed to require work in violation of the WAC.
- a. Redevelopment shall be performed using the surging action of the cable-tool drill;
 - b. The surge tool shall be the type commonly used in the industry and have a diameter of not less than 5.75 inches.
 - c. The Contractor shall record the amount of material developed into the well after each screen interval is surged;
 - d. Redevelopment shall be considered complete when sand production into the well screen is diminished to an acceptable level as determined by the Hydrogeologist; and
 - e. The Contractor shall have unused Colorado silica sand size 8-12 sand on site to replenish the pack as needed during development and to top it off at the conclusion of the project.
5. Removal of debris:
- a. A sand bailer shall be used for removal of sand from the well; and
 - b. Containment and disposal of removed sand shall be in accordance with a plan submitted by the Contractor and accepted by the City.
6. Post-redevelopment video inspection
- a. The Contractor shall conduct a post-redevelopment video inspection of Well 4; and
 - b. The Contractor shall provide the City with a DVD copy of the video inspection and a short written report of the video operator's observations.

Install pump and motor assembly

The pump and motor assembly shall consist of the following components:

- Approximately 360 feet of 4 inch black steel pipe with threaded couplers every 20 feet and dismantled in 40 ft sections (existing)
- Pump: Berkley PE Model 6TS30-230 (new)
- Motor: 6" Franklin 30 hp 460 v 3-phase (new)
- Two (2) check-valve assemblies (existing)
- Water tight splice kit (new)
- 380 ft of #6/3 flat jacketed submersible pump cable (new)

Install new motor soft starter

The new motor soft starter shall consist of an Allen-Bradley SMC controller and all related components compatible with the pump and motor assembly described above (new). The

Contractor shall work with the City on placement of the new controller in a reconstructed well house and electrical control panel.

Site Cleanup and Restoration

1. Remove temporary security fencing and replace original security fencing.
2. Restore the site to the original condition with repairing gravel driving surfaces, removing temporary surfaces, and repairing grass landscaping surfaces.
3. Coordinate with the City to schedule the reassembly of the well house by City staff.

***** END OF EXHIBIT B *****

EXHIBIT C - BID PROPOSAL

A. Acknowledgement

The undersigned bidder declares they have read the Contract, understands the conditions of the Contract, has examined the site, and has determined for itself all situations affecting the work herein bid upon.

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

The work under this Contract shall be fully completed within the times specified in the Contract.

Any bid proposal with an incomplete unit price shall be considered non-responsive.

B. Bid Schedule

Show unit prices in figures only.

BID ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
1	Mobilization and Demobilization	1	L.S.	\$ 1,500 ⁰⁰	\$ 1,500 ⁰⁰
2	Authorized Hourly Work	120	HR	\$ 225 ⁰⁰	\$ 27,000 ⁰⁰
3	Extra Materials	1	Allow.	\$ 5,000.00	\$ 5,000.00
4	Video Inspection	2	EA.	\$ 1500 ⁰⁰	\$ 3,000 ⁰⁰
5	Motor and Pump Assembly	1	L.S	\$ 10,800 ⁰⁰	\$ 10,800 ⁰⁰
6	Motor Soft Starter	1	L.S	\$ 2,150 ⁰⁰	\$ 2,150 ⁰⁰
SUB-TOTAL					\$ 49,450 ⁰⁰
SALES TAX @ 8.5 %					\$ 4,203 ²⁵
BID TOTAL					\$ 53,653 ²⁵

D. Bid Proposal Signature:

Bidder Signature: Randy Holt

Printed Bidder Name: Randy Holt

Company Name: Holt Services Inc

Mailing Address: 10621 Todd Rd E
Edgewood Wa 98372

Phone: 253-604-4878

Fax: 253-604-4063

Email: RHOLT@HOLTSERVICESINC.COM

*** END OF EXHIBIT C ***

GIG HARBOR WELL 4 CONSTRUCTION DETAILS

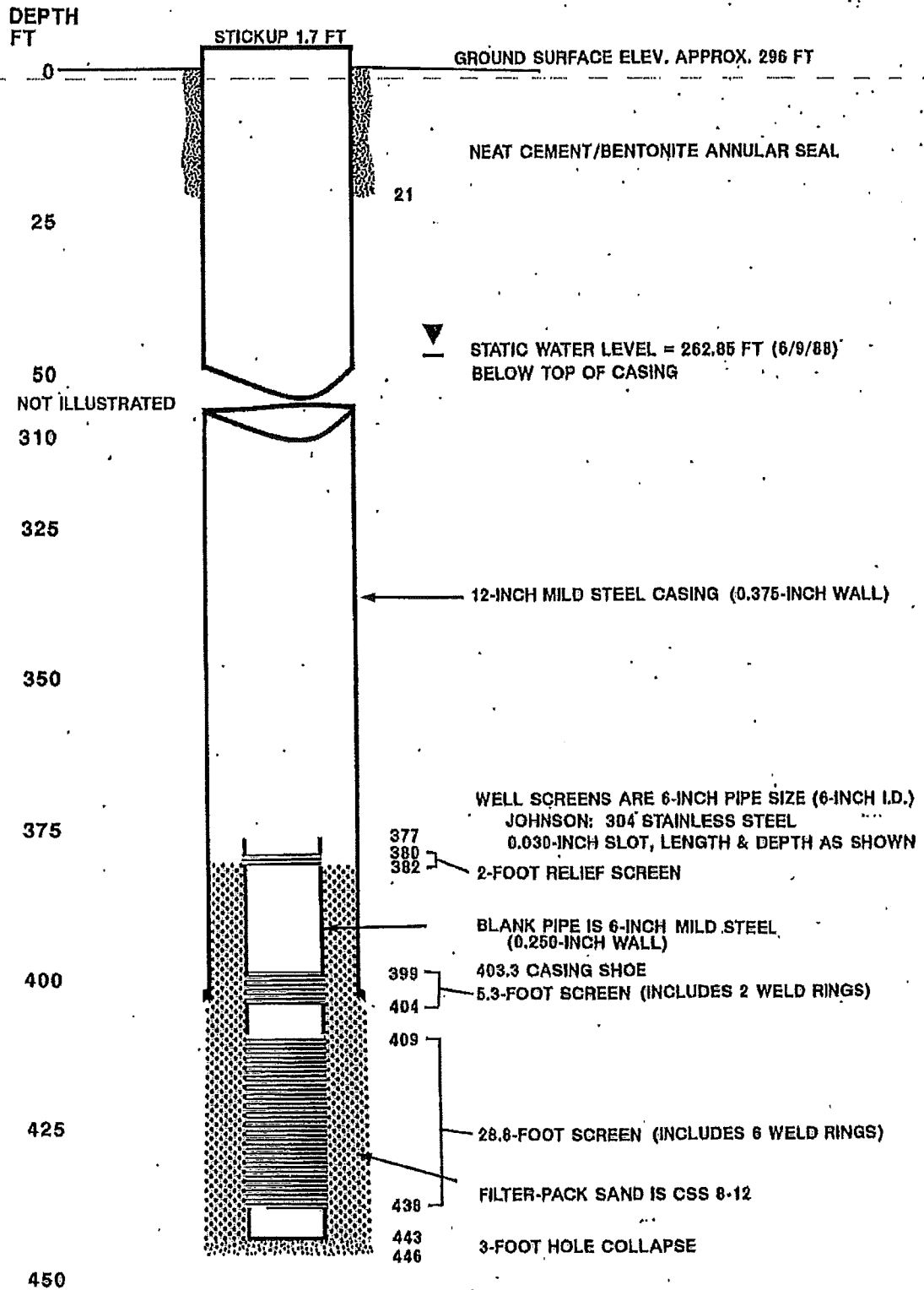


EXHIBIT E - STATEMENT OF BIDDER'S QUALIFICATIONS

Name of Firm: Holt Services Inc

Address: 10621 Todd Rd E Edgewood WA 98372

Telephone No. (253) 604-4878 Fax No. (253) 604-4063

Contact Person for this Project: Randy Holt

Number of years the Contractor's experienced operator(s) has been engaged in the construction business under the present firm name, as indicated above:

10 yrs

List the major projects of a similar nature which have been completed by the Contractor within the last five (5) years, the operator's name, the Owner or City's name and phone number, and the gross dollar amount of each project:

Project Name	Operator's Name	Project Owner	Owner Phone	Gross Dollar Amt.
DR SAMMAMISH Water & Sluice RH2 Eng	Holt	NESWS	N/A	50,000
McLachlan Springs Golden & RH2 Eng	Muller	City of Olympia	N/A	500,000
Well #2+6 Golden & Assoc	Chipman	City of Auburn	N/A	200,000
Center Well #2 CR Hydro Consulting	Chipman	North Perry Water	N/A	30,000
Well #31 NW hand & Water	Muller	City of Lucy	N/A	30,000

All contacts must be correct and valid. Non-reachable contacts shall be considered invalid. See Exhibit A for bidder experience requirements.

List the major pieces of equipment which are anticipated to be used on this project by the Contractor and note which items are owned by the Contractor and which are to be leased or rented from others:

Cable tool drill rig
moyno and submersible pumps
surge block
service truck with crane

Identify who will be the general superintendent or project superintendent on this Project. Also list number of years with firm.

Randy Holt 10

Have you changed bonding companies within the last three years? No

If so, why? _____

Have you ever been sued or engaged in an arbitration by the City or have you ever sued or demanded arbitration from an Owner on any public works contract for a special utility district, private utility company, municipality, county or state government? No

If so, for what reason? _____

Disposition of case, if settled. _____

Do you have any outstanding payments due to the Department of Revenue? No

If yes, explain. _____

The undersigned agrees that the City is authorized to obtain reports from all references included herein.

Holt Services Inc
Print Company Name

By: Randy Holt
Print Name

Randy Holt
Sign Name

Secretary
Title

3/11/14
Date

*** END OF EXHIBIT E ***

PROFESSIONAL SERVICES CONTRACT
(Architects, Engineers, Land Surveyors, Landscape Architects)
BETWEEN THE CITY OF GIG HARBOR AND
ROBINSON NOBLE, INC.

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

RECITALS

WHEREAS, the City is presently engaged in the Rehabilitation of Well # 4 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 Six Thousand Five Hundred Dollars and Zero Cents (\$6,500.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in Exhibit A, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in Exhibit B - Fee Schedule. The Consultant shall not bill for Consultant's staff not identified or listed in Exhibit B or bill at rates in excess of the hourly rates shown in Exhibit B, unless the parties agree to a modification of this Contract, pursuant to Section 17 herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this

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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 September 30, 2014; 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

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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 negligent 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 Consultant shall be responsible for its negligence, which is the failure to exercise the skill and ability as ordinarily required of engineers performing the same or similar services, under the same or similar circumstances in the State of Washington.

D. 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

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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:
Robinson Noble
ATTN: Douglas C. Dow, LGH
Senior Associate Hydrogeologist
3014 South Huson Street, Suite A
Tacoma, WA 98409
(253) 476-7711


City of Gig Harbor
ATTN: Jeff Langhelm, P.E. Public Works
Director
3510 Grandview Street
Gig-Harbor, WA 98335
(253) 851-6170

16. Subcontracting or Assignment. The Consultant may not assign or subcontract any portion of the services to be provided under this Agreement without the express written consent of the City. If applicable, any subconsultants approved by the City at the outset of this Agreement are named on Exhibit C 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 _____, 2014.

CONSULTANT

By: 
Its: President

CITY OF GIG HARBOR

By: _____
Mayor Jill Guernsey

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



EXHIBIT A

March 6, 2014

Jeff Langhelm, PE
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

Subject: Proposal for Hydrogeologic Services for the Rehabilitation of Well 4 (Exhibit A)

Dear Jeff:

Robinson Noble, Inc. has been requested by the City of Gig Harbor (City) to provide hydrogeologic services for the rehabilitation and testing of Well 4. Well 4 failed late in 2013 and our video inspection showed that the well was full of sand to a point above the top of the well screen. We proposed an aggressive well-rehabilitation program using cable-tool surge-and-bail techniques with chemical enhancement.

The goal of the proposed redevelopment program is to fully restore Well 4's yield. However, due to the nature of well failures, restoring full yields are not always possible. The proposed program consists of the following.

- Removal of sand from inside the well
- Surge-and-bail redevelopment
- Add pack sand as needed
- Injection of Aqua Clear PFD dispersant
- Install a new production pump
- Conduct a four-hour pumping test

Hydrogeologic Scope of Work

Robinson Noble has excellent working relationships with local drilling contractors and will provide assistance to the City with selection of a qualified contractor. We can provide all hydrogeologic services required to rehabilitate and test this well according to the requirements of the Washington State Departments of Ecology and Health. We propose the following scope of work for this project.

Task 1: Project Administration

Robinson Noble will provide for the administrative needs of the project. We will assist the City, as needed, with selection of a qualified well-rehabilitation contractor. When requested, we will meet with the City's representative or provide periodic verbal progress reports. We will also review the selected drilling contractor's invoices for accuracy before they are forwarded to the City.

Jeff Langhelm, PE
City of Gig Harbor
March 6, 2014
Page 2

Task 2: Observe Well Rehabilitation

Complete redevelopment is the key to restoring efficiency to a well. The drilling contractor will accomplish the rehabilitation efforts under our observation. We will have a qualified hydrogeologist on site when needed. When we are not on site, we will maintain phone communication with the contractor to help guide the process and evaluate the reported results. We will keep the City informed of the contractor's progress. If additional site visits are needed, we will attempt to complete these under our current estimate, but if this is not possible, we will contact you with a suggested work plan or contract change order to complete the work.

Task 3: Conduct 4-hour Pumping Test

We will conduct a 4-hour well test after rehabilitation is complete to determine the degree of improvement in well efficiency. The post-redevelopment test will be conducted with the new pump at the well's normal operating rate.

Task 4: Prepare Report

Robinson Noble will provide a letter report with details of the rehabilitation process. The report will also include graphic analysis of the well test along with test data. We will discuss the test results with the City before making our recommendations for future operation of the well.

Service Agreement

Robinson Noble typically works on a time-and-expense basis according to the attached General Fee Schedule. We are strictly a consulting-service business and will not provide any materials for this project.

Based on our understanding of the project and the conditions outlined in this scope, we estimate the cost to provide the services detailed herein, will be \$6,500.

As a cost-savings measure for our clients, each Robinson Noble employee charges their time on a project according to the level of expertise required for a given task (i.e., employees may have than one billing rate). This allows us to make use of our more experienced staff without unduly impacting project costs, but also means that our clients only pay for the level of expertise applied.

This estimate does not include the cost for any extra insurance, business licenses or fees, or applicable local taxes that might be necessary to complete the project. We will request that these additional costs be added to the above total estimate when they become known to us. Rental costs for our standard field equipment and any specialized equipment as detailed in this scope are included in the above estimate. Should additional equipment be deemed necessary or warranted in order to properly complete the project, we will submit a change in scope request with estimated costs based on the equipment rental schedule included in the General Fee Schedule.

The costs for project activities will be tracked closely and any foreseeable changes to the project cost will be discussed with the City at the earliest opportunity. If the City accepts this proposal after reviewing it, please forward a copy of your consultant services agreement for our

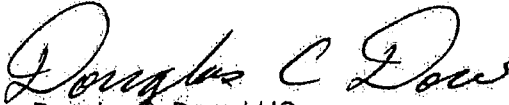
Jeff Langhelm, PE
City of Gig Harbor
March 6, 2014
Page 3

review and signature. Upon our receipt and acceptance of the signed agreement, we will commence work on the project.

We hope this scope of work and cost estimate is adequate for your needs. Please contact us if we can provide additional information or modify the scope of work to better assist you. If at any time prior to or during this project the City identifies a concern or problem with our work or progress that cannot be resolved by the assigned Robinson Noble project manager, please contact Joseph Becker, our company President, and he will make every effort to resolve the issue to your satisfaction.

We hope this scope of work and cost estimate are adequate for your needs. Please contact us if we can provide additional information or modify the scope to better assist the City. We look forward to working with you on this project.

Respectfully submitted,
Robinson Noble, Inc.



Douglas C. Dow, LHG
Senior Associate Hydrogeologist
Project Manager

attachment



Exhibit B

General Fee Schedule		Exhibit B	January 2014
Professional Positions		Fee per Hour	
Principal Engineer, Hydrogeologist or Environmental Scientist		\$179	
Senior Associate Engineer, Hydrogeologist or Environmental Scientist		\$160	
Associate Engineer, Hydrogeologist or Environmental Scientist		\$138	
Senior Engineer, Hydrogeologist or Environmental Scientist		\$122	
Senior Project Engineer, Hydrogeologist or Environmental Scientist		\$112	
Project Engineer, Hydrogeologist or Environmental Scientist		\$102	
Staff Engineer, Hydrogeologist or Environmental Scientist		\$91	
Senior Field Staff		\$84	
Field Staff		\$68	
Legal Support/Expert Witness Services/Testimony		150% of above rates	
Support Positions			
Senior GIS/CAD Specialist		\$91	
Senior Technician		\$91	
Senior Administrator		\$79	
GIS/CAD Specialist		\$79	
Technician		\$79	
Administrator		\$69	
Clerical Support		\$69	
Other Fees and Costs			
Subcontracts/ Management Fee	Professional services	15%	
	Outside laboratory services	15%	
	Construction subcontracts	15%	
Other Costs	Travel (auto)	\$0.62/mile	
	Travel (other)	Cost +10%	
	Per diem	Prevailing State wage +10%	
	Other direct expenses	Cost +10%	
Field and laboratory testing/equipment rental		See following pages	

This fee schedule is subject to change according to contract or Professional Services Agreement conditions.

Hydrogeologic Equipment Rental Schedule
January 2014

<u>Equipment</u>	<u>Unit</u>	<u>Rate</u>
Water Level Transducer and Data Logger	Per day	\$25
Field Laptop Computer	Per day	\$40
Electric Water Level Sounder(s)	0 to 300 ft	Flat fee per project
	over 300 ft	Flat fee per project
		\$30
		\$60
DC Submersible Purge Pump (Single Stage)	Per pump	List price + 10%
DC Submersible Purge Pump (Dual Stage)	Per pump	List price + 10%
Double-Ring Infiltrometer	Per day	\$50
Schonstedt Gradient Magnetometer	Per day	\$75
Geonics EM-61 Metal Detector	Per day	\$500
Downhole Gamma/Resistivity/Temperature Logging Equipment	Per day	\$500
Downhole Caliper Logging Equipment	Per day	\$350
Draw Works	Per day	\$600
Mechanical Sieve Sample Equipment	Flat fee per well	\$50
2-inch Gasoline-powered Centrifugal Pump (includes hoses)	Per day	\$55
2-inch Submersible Pump + Controller	Per day	\$180
Generator	Per day	\$70
Survey Gear (laser level & rod)	Per day	\$85
FlowTracker Acoustic Doppler Velocimeter Stream Gaging Equipment	Per day	\$200
GPS	Per day	\$22.50
Other Equipment	Negotiated	Negotiated
Digital Camera	Per day	\$10

This fee schedule is subject to change according to contract or Professional Services Agreement conditions.

Environmental Equipment Rental and Consumable Schedule
January 2014

<u>Equipment</u>	<u>Unit</u>	<u>Rate</u>
Water Level Transducer and Data Logger	Per day	\$100
Field Laptop Computer	Per day	\$50
Electronic Water Level Sounder	Per day	\$30
Electronic Interface Probe	Per day	\$75
DC Operated Peristaltic Pump	Per day	\$45
2-inch Gasoline-powered Centrifugal Pump	Per day	\$100
2-inch Submersible Pump + Controller	Per day	\$350
Generator	Per day	\$100
Low-Flow Bladder Pump	Per day	\$175
Photoionization Detector	Per day	\$75
Combustible Gas Indicator	Per day	\$65
Water Quality Meter	Per day	\$200
Teflon Water Bailer	Per day	\$30
Soil Sampling Equipment (manual)	Per day	\$25
Mechanical Sieve Sample Equipment	Flat fee per project	\$25
Survey Gear (laser level & rod)	Per day	\$85
Soil Vapor Extraction System	Per month	\$750
Digital Camera	Per day	\$10
Other Equipment	Negotiated	Negotiated
<u>Consumable Items:</u>		
Polyethylene Purge/Sampling Tubing	Each 10 feet	\$2.50
DC Submersible Purge Pump (Single stage)	Per pump	List price + 10%
DC Submersible Purge Pump (Dual Stage)	Per pump	List price + 10%
Silicone Peristaltic Pump Head Tubing	Each foot	\$4.00
Bladders for Low-Flow Bladder Pump	Each	\$5.00
Water Sample Bailer	Each	\$10
Bailer Rope/String	Each 10 feet	\$1.00
Personal Protection Equipment	Per day per person	\$50

This fee schedule is subject to change according to contract or Professional Services Agreement conditions.

Geotechnical Field and Laboratory Testing Schedule
January 2014

<u>Test</u>		<u>Fee</u>
Portable Nuclear Density Gauge	Per Hour	\$5.00
Slope Inclinator	Per day	\$250
Direct Shear	Point	\$200
Moisture-Density Relationship Curves:	Each	1 pt \$120
	Each	Multiple pts \$200
Sieve Analyses (Gradations-Wet Sieve)	Each	\$150
Hydrometer Analysis	Each	\$175
Falling Head Permeability	Each	\$165
Atterberg Limits (Liquid Limit or Plastic Limit)	Each	\$100
Moisture Content	Each	\$10
Dynamic Cone Penetrometer Points	Day	\$225
	Each	\$20
Consolidation Test Incremental Loading (9 loads, 0.125 TSF to 32 TSF, 4 unloads)		\$550
		\$50/each additional load
Shelby Tube Extrusion/Sample Description		\$40

This fee schedule is subject to change according to contract or Professional Services Agreement conditions.



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

**Subject: EMERGENCY MORATORIUM
Marijuana Related Uses –
GHMC 17.63**

Proposed Council Action: Move to adopt Ordinance No 1290 establishing an immediate emergency six month moratorium on the acceptance or processing of applications pertaining to Marijuana Related Uses within the City of Gig Harbor.

Dept. Origin: Planning Department

Prepared by: Lindsey Sehmel, Senior Planner

(Handwritten initials: LS)

For Agenda of: April 14, 2014

Exhibit: • Ordinance

Initial &
Date

Concurred by Mayor: _____

Approved by City Administrator: _____

Approved as to form by City Atty: _____

Approved by Finance Director: _____

Approved by Department Head: _____

4/11/14 via email
JK 4/11/14

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

Initiative I-502 was approved by the voters of Washington State in November of 2012, approving recreational marijuana use for adults. The Washington State Liquor Control Board (WSLCB) has been diligently working to outline the process and procedures for implementation of the new law, establishing rules for the growing, processing, and retail of recreational marijuana.

In January 2014, the Washington State Attorney General (AG) issued an advisory opinion identifying that cities are not pre-empted by the passage of I-502 to define land use regulations appropriate for the citing of such uses.

Additionally, the Court of Appeals, on March 31, 2014 in *Cannabis Action Coalition v. City of Kent*, held that despite the authorizing language in RCW 69.51A.085, collective gardens are illegal uses.

Staff has been in discussions between the Office of the Superintendent of Public Instruction (OSPI), the Peninsula School District, the City of Gig Harbor, and the WSLCB regarding areas of concern pertaining to the siting of retail locations and nearby non-traditional educational sites funded by OSPI but not recognized in the permitting of licenses by WSLCB.

STAFF ANALYSIS

Staff recommends adoption of the proposed moratorium due to the challenges OSPI, the WSLCB and the City are faced with in regards to non-traditional schools, serving sensitive students within the City limits.

BOARD OR COMMITTEE RECOMMENDATION

N/A – Emergency Moratorium

RECOMMENDATION/MOTION

Move to adopt Ordinance No 1290 establishing an immediate emergency six month moratorium on the acceptance or processing of applications pertaining to Marijuana Related Uses within the City of Gig Harbor.

ORDINANCE NO. 1290

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING; ADOPTING AN IMMEDIATE EMERGENCY MORATORIUM ON THE ACCEPTANCE OR PROCESSING OF APPLICATIONS PERTAINING TO MARIJUANA RELATED USES WITHIN THE CITY; SETTING A DATE FOR A PUBLIC HEARING ON THE MORATORIUM; ESTABLISHING SIX MONTH AS THE EFFECTIVE PERIOD OF THE MORATORIUM; AND DECLARING AN EMERGENCY NECESSITATING IMMEDIATE ADOPTION OF A MORATORIUM.

WHEREAS, Washington voters approved Initiative 502 (I-502) in 2012, which, among other provisions, allows persons 21 years old and older to legally possess one-ounce of useable marijuana; and

WHEREAS, I-502 legalizes the production, processing, and retail sales of marijuana and directs the Washington State Liquor Control Board (WSLCB) to promulgate rules for the issuance of licenses by the WSLCB to such producers, processors, and retailers; and

WHEREAS, the WSLCB adopted rules pertaining to licensing of the producers, processors, and retailers, promulgated at chapter 314-55 of the Washington Administrative Code; and

WHEREAS, on September 23, 2013, the City Council approved Ordinance No. 1271 regulating marijuana-related uses in the City, codified at chapter 17.63 of the Gig Harbor Municipal Code; and

WHEREAS, the Washington State Attorney General issued an advisory opinion in January 2014 that states municipalities can prohibit state-licensed marijuana business within a city's boundaries or impose zoning and other land use regulations pertaining to such businesses; and

WHEREAS, discussions between the Office of the Superintendent of Public Instruction (OSPI), the Peninsula School District, the City of Gig Harbor, and the WSLCB have brought to the City's attention areas of concern regarding non-traditional educational sites funded by OSPI but not recognized in the permitting of licenses by WSLCB; and

WHEREAS, on March 31, 2014, the Court of Appeals, Division I, in *Cannabis Action Coalition v. City of Kent*, held that despite the authorizing language in RCW 69.51A.085, collective gardens are illegal uses; and

WHEREAS, the City Council may adopt an immediate moratorium for a period of up to six months on the acceptance of certain development permit applications as long as the City Council holds a public hearing on the proposed moratorium within sixty days after adoption (RCW 35A.63.220, RCW 36.70A.390); and

WHEREAS, unless a zoning moratorium is imposed, marijuana related uses may seek to locate within the City of Gig Harbor while the City lacks the necessary tools to ensure that the

location is appropriate and that the reported secondary impacts of such facilities, which include but are not limited to, citing near sensitive students and uses, are minimized and mitigated; Now, therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Preliminary Findings. The recitals set forth above are hereby adopted as the Gig Harbor City Council's preliminary findings in support of the moratorium imposed by this ordinance. The Gig Harbor City Council may, in its discretion, adopt additional findings after conclusion of the public hearing referenced in Section 4 below.

Section 2. Moratorium Imposed. The City Council hereby imposes an immediate six-month moratorium on the acceptance of any development permit applications for, and prohibiting the location and establishment of, any marijuana related uses within the Gig Harbor city limits. No building permit, occupancy permit, or other development approval for these purposes shall be issued while this moratorium is in effect.

Section 3. Duration of Moratorium. As long as the City holds a public hearing on the moratorium and adopts findings and conclusions in support of the moratorium (as contemplated by Section 4 herein), the moratorium set forth in this ordinance shall be in effect for a period of six months from the date this ordinance is passed and shall automatically expire on that date unless the same is extended as provided in RCW 35A.63.220 and RCW 36.70A.390, or unless terminated sooner by the Gig Harbor City Council.

Section 4. Public Hearing. Pursuant to RCW 36.70A.390 and RCW 35A.63.220, the City Council shall hold a public hearing on this moratorium within sixty (60) days of its adoption. The Council shall hold this hearing on June 9, 2014, at 5:30 p.m. or as soon thereafter as the business of the City Council shall permit. The City Council may adopt additional findings justifying the continued maintenance of the moratorium or termination of the moratorium after the close of the hearing or during the next City Council meeting immediately following.

Section 5. Referral to Staff and Planning Commission. The Gig Harbor Planning Director is hereby authorized and directed to develop draft regulations to amend chapter 17.63 of the Gig Harbor Municipal Code regarding I-502 marijuana uses, including but not limited to amending the definition of "secondary school, and prohibiting collective gardens consistent with the recent ruling in *Cannabis Action Coalition v. City of Kent* identified above. The draft regulations shall be presented for direct consideration by the City Council in July or August of 2014.

Section 6. Transmittal to Department. Pursuant to RCW 36.70A.106, this ordinance shall be transmitted to the Washington State Department of Commerce as required by law.

Section 7. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 8. Declaration of Emergency. The City Council hereby declares that an emergency exists necessitating that this ordinance take effect immediately upon passage by a majority vote plus one of the whole membership of the Council, and that the same is not subject

to a referendum (RCW 35A.12.130). Without an immediate moratorium on the City's acceptance of development applications for any marijuana related uses, such applications could become vested, leading to development that could be incompatible with the codes eventually adopted by the City. Therefore, the moratorium must be imposed as an emergency measure to protect the public health, safety and welfare, and to prevent the submission of a flood of applications to the City in an attempt to vest rights for an indefinite period of time.

Section 9. Publication. This ordinance shall be published by an approved summary consisting of the title.

Section 10. Effective Date. This ordinance shall take effect and be in full force and effect immediately upon passage as long as it is approved by a majority plus one of the entire membership of the Council, as required by RCW 35A.12.130.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this 14th day of April, 2014.

CITY OF GIG HARBOR

Mayor Jill Guernsey

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Angela G. Summerfield

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO:

Towslee, Molly

From: Towslee, Molly
Sent: Friday, April 11, 2014 12:56 PM
To: Arbenz, Casey; Ekberg, Steve; Guernsey, Jill; Kadzik, Paul; Lovrovich, Rahna; Malich, Ken; Payne, Tim; Perrow, Michael
Cc: baycitymotors@hotmail.com
Subject: Letter from Jim Franich

From: Bay City Motors [<mailto:baycitymotors@hotmail.com>]
Sent: Friday, April 11, 2014 12:42 PM
To: Towslee, Molly
Subject:

Hi Molly could you please forward to all? Thanks

Council and Mayor, A short letter to urge the council to not approve the proposed executive position. I know you have heard alot of imput on why you should not support this. The majority sounds exactly on point. The most troubling issues for me are the way this was conceived and the method used to fund it, Ending fund balance?

To the councilmen who have been there a while you know how unorthodox this is. Worst of all is the fact you want to let one person with no accountability to the council "Broker deals" with little supervision. This is flat out a bad idea in so many ways. Please use some common sense, listen to the people try to hold back some of your visions of grandeur and work towards protecting what we have and vote this down.

Thank you,

Jim Franich

Bay City Motors

253-857-4498

14518 Purdy Dr. NW

Gig Harbor Wa, 98332

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, Vernon Young aka Volunteer Vern devoted his life to the preservation and improvement of parks, playgrounds, nature trails and open spaces in his hometown community of Gig Harbor; and

WHEREAS, Volunteer Vern rallied and coordinated community members and other volunteers to improve and preserve these outdoor spaces; and

WHEREAS, Volunteer Vern secured funding and volunteers to successfully preserve open space and park lands; and

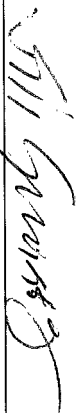
WHEREAS, nothing brought Volunteer Vern more joy than to see citizens come together to support their local parks and open space:

WHEREAS, hundreds of people of all ages have pledged to volunteer their time to clean-up and beautify parks and open space throughout Gig Harbor and Pierce County on Parks Appreciation Day Saturday, April 26, 2014;

NOW, THEREFORE, I, Jill Guernsey, Mayor of the City of Gig Harbor, hereby designate April 26, 2014, as

VOLUNTEER VERN PARKS APPRECIATION DAY

in honor of the memory of Vernon Young, and encourage all citizens to celebrate the life of Volunteer Vern and show their appreciation for parks and open spaces by participating in this event and visiting their local parks and other regional parks throughout Pierce County.


Jill Guernsey, Mayor


Date April 14, 2014