

City Council Meeting

**November 10, 2014
5:30 p.m.**



AGENDA
GIG HARBOR CITY COUNCIL MEETING
Monday, November 10, 2014 – 5:00 p.m.

CALL TO ORDER / ROLL CALL:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of City Council Minutes Oct.27, 2014; b) Minutes of City Council Special Meeting Nov. 3, 2014.
2. Correspondence / Proclamations: a) National American Indian Heritage Month.
3. Cushman Trail Restroom Project – Public Works Contract Award.
4. Operations Center Metal Building Structural Analysis Contract.
5. Resolution No. 976 - Surplus Vehicle Donation.
6. Heron's Key Project Facilitation Services Contract.
7. Approval of Payment of Bills Nov. 10, 2014: Checks #76774 through #76883 in the amount of \$653,849.86.
8. Approval of Payroll for the month of October: Checks #7390 through #7414 and direct deposits in the amount of \$579,455.82.

PRESENTATIONS:

1. National American Indian Heritage Month – Claudia Marston.
2. Farmers Market – Karen Kinney, Director of Washington State Farmers' Market Association.

OLD BUSINESS: None scheduled.

NEW BUSINESS:

1. Public Hearing and First Reading of Ordinance – Performance Based Height Exception.
2. Eddon Boat Deck Structural Analysis – Consultant Services Contract.
3. Public Hearing on Revenue Sources.
4. Resolution No. 977 – 2014 Property Tax Levy and Resolution No. 978 – Excess Property Tax Levy.
5. First Public Hearing and First Reading of Ordinance – 2015-16 Proposed Budget.

CITY ADMINISTRATOR / STAFF REPORT:

PUBLIC COMMENT:

MAYOR'S REPORT / COUNCIL COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

Civic Center closed for Veteran's Day: Tue. Nov 11th.

ADJOURN:

DRAFT MINUTES
GIG HARBOR CITY COUNCIL MEETING
Monday, October 27, 2014 – 5:30 p.m.

CALL TO ORDER / ROLL CALL:

Mayor - Jill Guernsey: Present
Council Member - Timothy Payne: Present
Council Member - Steven Ekberg: Present
Council Member - Casey Arbenz: Present
Council Member - Rahna Lovrovich: Present
Council Member - Ken Malich: Present
Council Member - Michael Perrow: Present
Council Member - Paul Kadzik: Present

PLEDGE OF ALLEGIANCE:

Boy Scout Caleb Rochette – Troop 212, lead the group in the Pledge.

CONSENT AGENDA:

1. Approval of City Council Minutes Oct. 13, 2014.
2. Receive and File: a) Third Quarter Financial Report; b) Budget Workstudy Session Minutes: October 20th and 21st.
3. Public Relations Contract – Carol Zahorsky.
4. Tree Lighting Festival Contracts.
5. Liquor License Action: a) Heritage Distilling Application; b) Harbor History Museum Special Occasion Liquor License.
6. Eddon Boat Parcel Purchase and Sale Agreement.
7. Eddon Boat Parcel – Phase 2 Environmental Testing Contract.
8. Resolution No. 974 – Closed Record Decision for Final Plat Approval of Harbor Hill Plat and PRD Phase N-2.
9. Resolution No. 975 – Closed Record Decision for Final Plat Approval of Bellesara.
10. Approval of Payment of Bills Oct. 27, 2014: Checks #76665 through #76773 in the amount of \$561,343.48.

MOTION: Move to adopt the Consent Agenda as presented.

Council Member - Steven Ekberg: Motion
Council Member - Paul Kadzik: 2nd
Council Member - Timothy Payne: Approve
Council Member - Steven Ekberg: Approve
Council Member - Casey Arbenz: Approve
Council Member - Rahna Lovrovich: Approve
Council Member - Ken Malich: Approve
Council Member - Michael Perrow: Approve
Council Member - Paul Kadzik: Approve

OLD BUSINESS:

NEW BUSINESS:

1. First Reading and Adoption of Ordinance No. 1303 – Authorizing Map Changes to Height Restricted Area – 4120 Sutherland Court.

Councilmember Perrow announced that he would abstain from voting on this issue due to a potential conflict of interest.

Associate Planner Kristin Moerler presented this ordinance that authorizes map changes as a result of the site-specific amendment approved by the Hearing Examiner.

MOTION: Move to adopt Ordinance No. 1303 Authorizing Map Changes to height restricted area – 4120 Sutherland Court.

Council Member - Steven Ekberg: Motion

Council Member - Paul Kadzik: 2nd

Council Member - Timothy Payne: Approve

Council Member - Steven Ekberg: Approve

Council Member - Casey Arbenz: Approve

Council Member - Rahna Lovrovich: Approve

Council Member - Ken Malich: Approve

Council Member - Michael Perrow: Abstain

Council Member - Paul Kadzik: Approve

2. Reading and Adoption of Ordinance No. 1304 – Harbor Hill Division N2 Final Plat rezone to PRD, Authorizing a Map Change.

Associate Planner Dennis Troy presented this ordinance that authorizes changes to the zoning map so that it is consistent with the final plat's conditions of approval.

MOTION: Move to adopt Ordinance No. 1304 at first reading Authorizing Zoning Map Changes for Harbor Hill Division N2 PRD.

Council Member - Timothy Payne: Motion

Council Member - Ken Malich: 2nd

Council Member - Timothy Payne: Approve

Council Member - Steven Ekberg: Approve

Council Member - Casey Arbenz: Approve

Council Member - Rahna Lovrovich: Approve

Council Member - Ken Malich: Approve

Council Member - Michael Perrow: Approve

Council Member - Paul Kadzik: Approve

3. Appointment to the Zoo/Trek Authority Board. City Administrator Ron Williams presented this request for a nomination to serve on the board and represent the viewpoint of the thirteen small cities and towns in Pierce County.

When Council was polled for their preferred candidate, Councilmembers Kadzik, Payne, Lovrovich and Perrow all cast a vote for Milt Tremblay, City of Buckley, for Position One on the Zoo / Trek Authority Board. This majority vote will be forwarded to Pierce County.

CITY ADMINISTRATOR / STAFF REPORT:

1. Maritime Pier Extension Update. Public Works Director Jeff Langhelm presented a background on the Maritime Pier Ad Hoc Committee to finalize a conceptual plan for the expansion of the pier that could possibly be used to help pursue grant funding to help with design and construction of the project.

Councilmember Payne voiced concern that the expansion design would make it difficult for the commercial fishing vessels to navigate. Mayor Guernsey responded that the Ad Hoc Committee is working with the groups who will use the pier to finalize the design.

PUBLIC COMMENT:

Thomas Wick – 4704 Hunt Street. Mr. Wick explained that he and Mr. Hulenik own property directly south of the Bellesara Development. He said he hoped Council received the photos and comments they submitted as part of the procedure. He explained that they have severe flooding to their properties since the development was put in. There was deviation from plans and the groundwater was discovered and redirected to retention ponds that weren't increased in size. He also voiced concern with the amount of topsoil removed from the site. Now the site is devoid of water-retaining soils and the groundwater has increased so when there is heavy rainfall, his driveway is under water. Last Wednesday night he sent an email regarding the developer's employee who removed a large piece of lumber from a storm drain that blocked the water from coming onto his property via the culvert. Five days before the council vote, the developer is using lumber to try and manage flood control.

MAYOR'S REPORT / COUNCIL COMMENTS:

Mayor Guernsey reported on her recent trip to Washington, D.C. she visited Saint Michaels, Maryland which is similar to Gig Harbor. She described it as a beautiful, charming fishing village, and said a suggestion may come forward to form a Sister-City relationship with them. Councilmember Kadzik said that he too had visited Saint Michaels.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Planning / Building Committee: Mon. Nov 3rd at 5:30 p.m.
2. Public Works Committee: Mon. Nov. 10th at 3:00 p.m.
3. Intergovernmental Affairs Committee: Mon. Nov. 10th at 4:00 p.m.

EXECUTIVE SESSION:

Council adjourned to Executive Session at 5:53 p.m. for approximately 15 minutes for the purpose of discussing guild negotiations per RCW 42.30.140(4). At 6:12 Mayor Guernsey returned to the chambers and announced an extension of another ten minutes.

Council returned to regular session at 6:24 p.m.

ADJOURN:

MOTION: To adjourn at 6:25 p.m.
Council Member - Ken Malich: Motion
Council Member - Timothy Payne: 2nd
Council Member - Timothy Payne: Approve
Council Member - Steven Ekberg: Approve
Council Member - Casey Arbenz: Approve
Council Member - Rahna Lovrovich: Approve
Council Member - Ken Malich: Approve
Council Member - Michael Perrow: Approve
Council Member - Paul Kadzik: Approve

Jill Guernsey, Mayor

Molly Towslee, City Clerk

MINUTES
GIG HARBOR CITY COUNCIL – SPECIAL MEETING
Monday, November 3, 2014 – 5:00 p.m.

CALL TO ORDER / ROLL CALL:

Mayor - Jill Guernsey: Present
Council Member - Timothy Payne: Absent
Council Member - Steven Ekberg: Present
Council Member - Casey Arbenz: Present
Council Member - Rahna Lovrovich: Present
Council Member - Ken Malich: Present
Council Member - Michael Perrow: Present
Council Member - Paul Kadzik: Present

PLEDGE OF ALLEGIANCE:

OLD BUSINESS: None.

NEW BUSINESS:

1. Eddon Boat Park Marine Railway Plans and Specifications Preparation Contract – Peterson Structural Engineers.

Councilmember Ekberg explained he is on the Advisory Counsel for the Boatshop and his company supplies their insurance, but he feels he can be objective.

Senior Engineer Emily Appleton presented the background for this contract. She and Public Works Director Jeff Langhelm addressed questions.

MOTION: Move to authorize the Mayor to execute a Professional Services Contract with Peterson Structural Engineers, Inc. in an amount not to exceed \$27,353.00

Council Member - Steven Ekberg: Motion
Council Member - Paul Kadzik: 2nd
Council Member - Timothy Payne: Absent
Council Member - Steven Ekberg: Approve
Council Member - Casey Arbenz: Approve
Council Member - Rahna Lovrovich: Approve
Council Member - Ken Malich: Approve
Council Member - Michael Perrow: Approve
Council Member - Paul Kadzik: Approve

ADJOURN:

MOTION: Move to adjourn at 5:09 p.m.

Council Member - Paul Kadzik: Motion
Council Member - Ken Malich: 2nd
Council Member - Timothy Payne: Absent
Council Member - Steven Ekberg: Approve

Council Member - Casey Arbenz: Approve
Council Member - Rahna Lovrovich: Approve
Council Member - Ken Malich: Approve
Council Member - Michael Perrow: Approve
Council Member - Paul Kadzik: Approve

Jill Guernsey, Mayor

Molly Towslee, City Clerk

**PROCLAMATION OF THE MAYOR
OF THE CITY OF GIG HARBOR**

WHEREAS, the history and culture of our great nation have been significantly influenced by American Indians and indigenous peoples; and

WHEREAS, the contributions of American Indians have enhanced the freedom, prosperity, and greatness of America today; and

WHEREAS, their customs and traditions are respected and celebrated as part of a rich legacy throughout the United States; and

WHEREAS, Native American Awareness Week began in 1976 and recognition was expanded by Congress and approved by President George Bush in August 1990, designating the month of November as National American Indian Heritage Month; and

WHEREAS, in honor of National American Indian Heritage Month, community celebrations as well as numerous cultural, artistic, educational and historical activities have been planned;

NOW, THEREFORE, I, Jill Guernsey, Mayor of the City of Gig Harbor, do proclaim the month of November, as

**NATIONAL AMERICAN INDIAN
HERITAGE MONTH**

and invite all citizens of Gig Harbor to join me in this special observance. In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 10th day of November, 2014.

Mayor, City of Gig Harbor

Date



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

Subject: Cushman Trail Restroom Project – Construction Contract Award and Change Order Authority

Dept. Origin: Public Works/Engineering

Proposed Council Action:

1. Authorize the Mayor to execute a Public Works Contract with Gary Knesevitch, sole proprietor, d/b/a Danneko Construction, in an amount not exceed \$106,330.00 for the award of the Base Bid Schedule from the Project Contract Documents; and
2. Authorize the City Engineer to approve additional expenditures up to \$10,000 to cover any Public Works Contract change orders.

Prepared by: Marcos McGraw *MM*
Project Engineer

For Agenda of: November 10, 2014

Exhibits: Public Works Contract

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Public Works Director:

Approved by City Engineer:

Initial & Date
MM 11/3/14
RW 11/3/14
As per email dated 11/3/14
JP 11/3/14
JK 11/3/14

Expenditure Required	\$116,330.00	Amount Budgeted	<i>See Fiscal Consideration Below</i>	Appropriation Required	\$0
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INFORMATION/BACKGROUND

This project will construct a new public restroom building to serve users of the Cushman Trail, including concrete foundation and sidewalk, wood framing, interior and exterior finishes, plumbing fixtures and utility connections.

BID RESULTS

The project was bid using the City's Public Works bidding process. The Engineer's Opinion of Probable Cost for the Base Bid Schedule was \$75,000.00. Nine (9) sealed bid proposals were received by the City of Gig Harbor on October 29, 2014. Two (2) bids were non-responsive due to missing or incorrect required documentation. Bid results from each bidder are summarized below showing the total bid amounts including Washington State sales tax (WSST).

No.	BIDDER	TOTAL BID AMOUNT
1	Gary Knesevitch d/b/a Danneko Construction	\$ 106,330.00
2	Big Rock Construction	\$ 121,186.81
3	Stetz Construction	\$ 127,080.63
4	Harlow Construction	\$ 148,211.00
5	Hilger Construction.	\$ 151,661.00
6	Christensen Construction	\$ 157,080.85
7	Beisley, Inc.	\$ 191,409.79

FISCAL CONSIDERATION

This project will be funded from Local Funds (HBZ) requiring no appropriation to construct a restroom along the Phase 4 portion of the Cushman Trail Restroom. The budget summary for this item is provided in the table below. All prices include WSST.

Budgeted Local Funds (HBZ)	\$ 116,330.00
Anticipated Construction Expenses:	
Base Bid Schedule – Cushman Trail Restroom Complete	\$ 106,330
Change Order Authority for Public Works Contract	\$ 10,000
Total Anticipated Expenses:	\$ 116,330.00

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION/MOTION

1. Authorize the Mayor to execute a Public Works Contract with Gary Knesevitch, a sole proprietor, d/b/a Danneko Construction, in an amount not exceed \$106,330.00 for the award of the Base Bid Schedule from the Project Contract Documents; and
2. Authorize the Public Works Director to approve additional expenditures up to \$10,000 to cover any Public Works Contract change orders.

CONTRACT FORM

CITY OF GIG HARBOR CUSHMAN TRAIL RESTROOM PROJECT CPP-1326A

THIS AGREEMENT, made and entered into, this ____ day of _____, 2014, by and between the City of Gig Harbor, a Non-Charter Code city in the State of Washington, hereinafter called the "City", and Gary Knesevitch, a sole proprietor, d/b/a Danneko Construction hereinafter called the "Contractor."

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Contract, the parties hereto covenant and agree as follows:

1. The Contractor shall do all of the work and furnish all of the labor, materials, tools, and equipment necessary for the construction of the CUSHMAN TRAIL RESTROOM PROJECT, all in accordance with the Technical Specifications, Conditions of the Construction Contract and Supplementary Conditions of the Contract, and shall perform any changes in the Work, all in full compliance with the Project Manual entitled "CUSHMAN TRAIL RESTROOM PROJECT," which are by this reference incorporated herein and made a part hereof; and agrees to accept payment for the same in accordance with the said Project Manual, including the schedule of prices in the "Proposal," the sum One Hundred Six Thousand Three Hundred Thirty Dollars and Zero Cents (\$106,330.00) including state sales tax, subject to the provisions of the Project Manual.
2. Work shall commence and contract time shall begin as stated in Section SC-2.04 of the Supplementary Conditions. All Contract Work shall be physically complete as stated in Section 01 12 16.
3. The Contractor agrees to pay the City Liquidated Damages for each and every working day all Work remains uncompleted after expiration of the specified time, as stated in Section 01 12 16.
4. The Contractor shall provide for and bear the expense of all labor, materials, tools and equipment of any sort whatsoever that may be required for the full performance of the Work provided for in this Contract upon the part of the Contractor.
5. The term "Project Manual" shall mean and refer to the following: "Invitation to Bidders," "Bid Form," "Addenda" if any, "Specifications," "Plans," "Contract," "Performance Bond," "Payment Bond," "Notice to Proceed," "Change Orders" if any, and any documents referenced or incorporated into the Project Manual, including, but not limited to the Standard General Conditions, the Supplementary Conditions and the Technical Specifications.
6. The City agrees to pay the Contractor for materials furnished and Work performed in the manner and at such times as set forth in the Project Manual.

7. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, assigns, agents, subcontractors, and employees, does hereby agree to the full performance of all of the covenants herein contained upon the part of the Contractor.
8. It is further provided that no liability shall attach to the City by reason of entering into this Contract, except as expressly provided herein.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed the day and year first hereinabove written:

CITY OF GIG HARBOR:

CONTRACTOR:

Jill Guernsey, Mayor
City of Gig Harbor
Date: _____

Print Name: _____
Print Title: _____
Date: _____

ATTEST:

City Clerk

APPROVED FOR FORM:

City Attorney

CONTRACT FORM

CITY OF GIG HARBOR CUSHMAN TRAIL RESTROOM PROJECT CPP-1326A

THIS AGREEMENT, made and entered into, this ____ day of _____, 2014, by and between the City of Gig Harbor, a Non-Charter Code city in the State of Washington, hereinafter called the "City", and Gary Knesevitch, a sole proprietor, d/b/a Danneko Construction hereinafter called the "Contractor."

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Contract, the parties hereto covenant and agree as follows:

1. The Contractor shall do all of the work and furnish all of the labor, materials, tools, and equipment necessary for the construction of the CUSHMAN TRAIL RESTROOM PROJECT, all in accordance with the Technical Specifications, Conditions of the Construction Contract and Supplementary Conditions of the Contract, and shall perform any changes in the Work, all in full compliance with the Project Manual entitled "CUSHMAN TRAIL RESTROOM PROJECT," which are by this reference incorporated herein and made a part hereof; and agrees to accept payment for the same in accordance with the said Project Manual, including the schedule of prices in the "Proposal," the sum One Hundred Six Thousand Three Hundred Thirty Dollars and Zero Cents (\$106,330.00) including state sales tax, subject to the provisions of the Project Manual.
2. Work shall commence and contract time shall begin as stated in Section SC-2.04 of the Supplementary Conditions. All Contract Work shall be physically complete as stated in Section 01 12 16.
3. The Contractor agrees to pay the City Liquidated Damages for each and every working day all Work remains uncompleted after expiration of the specified time, as stated in Section 01 12 16.
4. The Contractor shall provide for and bear the expense of all labor, materials, tools and equipment of any sort whatsoever that may be required for the full performance of the Work provided for in this Contract upon the part of the Contractor.
5. The term "Project Manual" shall mean and refer to the following: "Invitation to Bidders," "Bid Form," "Addenda" if any, "Specifications," "Plans," "Contract," "Performance Bond," "Payment Bond," "Notice to Proceed," "Change Orders" if any, and any documents referenced or incorporated into the Project Manual, including, but not limited to the Standard General Conditions, the Supplementary Conditions and the Technical Specifications.
6. The City agrees to pay the Contractor for materials furnished and Work performed in the manner and at such times as set forth in the Project Manual.

7. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, assigns, agents, subcontractors, and employees, does hereby agree to the full performance of all of the covenants herein contained upon the part of the Contractor.
8. It is further provided that no liability shall attach to the City by reason of entering into this Contract, except as expressly provided herein.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed the day and year first hereinabove written:

CITY OF GIG HARBOR:

CONTRACTOR:

Jill Guernsey, Mayor
City of Gig Harbor
Date: _____

Print Name: _____
Print Title: _____
Date: _____

ATTEST:

City Clerk

APPROVED FOR FORM:

City Attorney



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

Subject: Public Works Operations Metal Building – Consultant Services Contract

Proposed Council Action: Authorize the Mayor to execute a Consultant Services Contract with Peterson Structural Engineers in an amount not to exceed \$3,100.00.

Dept. Origin: Public Works

Prepared by: Jeff Langhelm, PE
Public Works Director

For Agenda of: November 10, 2014

Exhibits: Consultant Services Contract with Scope and Fee

Initial & Date

Concurred by Mayor:

SL 11/3/14

Approved by City Administrator:

RW 11/3/14

Approved as to form by City Atty:

VIA EMAIL 10/28/14

Approved by Finance Director:

CP 11/3/14

Approved by Public Works Dir.:

SL 11/3/14

Expenditure Required	\$3,100	Amount Budgeted	\$65,000	Appropriation Required	\$0
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INFORMATION/BACKGROUND

The City of Gig Harbor received the framework of a metal storage building that was removed from the Harbor History Museum site in February 2012. The building was proposed to be re-assembled at the City’s Public Works Operations facility to provide covered equipment and materials storage.

Due to building code requirements the City must hire a structural engineer licensed in the state of Washington to prepare structural documentation for the foundation and re-assembly of the building. This proposed consultant services contract with Peterson Structural Engineers provides for the preparation of the documentation. The anticipated project schedule provides for structural document submission and building permit review in December. The Public Works Operations Crew is prepared to perform the construction work in spring 2015.

FISCAL CONSIDERATION

Funding for the consultant services contract and any necessary materials and equipment will be allocated among the following funds as noted in the 2014 Budget: Streets Capital, Parks Capital, Water Capital, Storm Capital, and Wastewater Capital.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION/MOTION

Authorize the Mayor to execute a Consultant Services Contract with Peterson Structural Engineers in an amount not to exceed \$3,100.00.

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

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

RECITALS

WHEREAS, the City is presently engaged in Public Works Operations Shop Metal Building Project 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 Three Thousand, One Hundred Dollars and Zero Cents (\$3,100.00) 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 – Schedule of Rates and Estimated Hours**. 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 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. **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.

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

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

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

7. **Indemnification.**

A. The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers, harmless from any and all claims, injuries, damages, losses or

suits including attorneys fees, arising out of or resulting from the 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, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. Insurance.

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the 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 on an occurrence basis by an 'A' rated company licensed to conduct business in the State of Washington.

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:
Peterson Structural Engineers
ATTN: Erik Peterson, P.E.
5319 SW Westgate Dr., Ste. 215
Portland, OR 97221
(253) 830-2140

City of Gig Harbor
ATTN: Jeff Langhelm, P.E.
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: Erik Peterson
PRESIDENT

By: _____
Mayor Jill Guernsey

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit A



Peterson Structural Engineers, Inc.

Consulting Structural Engineers

Portland, Oregon • Tacoma, Washington

www.pseengineers.com

Mr. Jeff Langhelm, P.E.
Public Works Director
City of Gig Harbor Public Works
3510 Grandview Street
Gig Harbor, WA 98335

October 16, 2014

File: PSE\14-195-01

Re: Scope and Fee for Gig Harbor Operations Yard Metal Building

Dear Mr. Langhelm:

Thank you for the opportunity to work with the City of Gig Harbor on the Gig Harbor Operations Yard Metal Building project. PSE is excited to have an opportunity to provide structural engineering services for the City of Gig Harbor.

The following limited scope and fee is for the development of structural calculations for a 40ft by 40ft metal building located at the Gig Harbor Operations Yard in Gig Harbor, WA. The building was previously erected elsewhere in the city, was disassembled, salvaged and is currently in storage at the Operations Yard. PSE understands that the City of Gig Harbor will issue the formal contract after the scope and fee is agreed upon.

Scope:

Based on our understanding of the final deliverables and project schedule, we have generated the following scope for PSE's services:

1. Review of existing documentation (pictures, CAD drawings etc.)
2. Site visit to take pictures, sketches and measurements (structure overall and member sizes) of disassembled structure.
3. Structural calculations to support the structural design and demonstrate building code compliance of the metal building and foundation (if required), stamped by a licensed Professional Engineer in the state of Washington
4. 60% design review of the structural calculations
5. Submission of final calculations in PDF format which incorporate City of Gig Harbor review comments from 60% submittal. Professional engineers stamp and signature to be in electronic format.

Items specifically excluded are the design of the flashing, gutter and any waterproofing details. PSE understands that the City of Gig Harbor will provide and install these details after the structure has been erected. Additionally, construction support services are not anticipated and not included in the fee below. Should construction support be required or desired, PSE will bill for the time at our standard rates.

Fee and Schedule

Based on the aforementioned scope, PSE's fees for professional services will be \$3,100. PSE anticipates that we will be able to start work shortly after receiving an order to proceed from the City of Gig Harbor. Once we are able to commence work, we anticipate the calculations will take less

City of Gig Harbor
Operations Yard Metal Building

10/16/2014

than three (3) weeks to complete, inclusive of an anticipated one (1) week window for City of Gig Harbor 60% review.

After billable work begins, monthly invoices will be submitted for the work that has been completed to date. If changes or additional scope items cause a need for additional funds, we will apprise you of that situation before proceeding. Any direct costs incurred will be billed at cost plus 10%.

Scope and Fee Approval:

If the above scope and fee proposal is acceptable please sign and date where indicated below. Please return one copy for our records. PSE assumes that the City of Gig Harbor will issue the formal contract after this scope and fee has been agreed upon by both parties.

Thank you again for selecting PSE, we look forward to working with you on this project. Please call if you have any questions.

Sincerely,



10/16/2014

Erik Peterson, P.E.
PSE Owner and Managing Principal

Date

Jeff Langhelm, P.E.
City of Gig Harbor

Date

Submitted via e-mail: langhelmj@cityofgigharbor.net

Enclosures:

PSE 2014 Fee Schedule
Operations Yard Metal Building Fee Estimate

Exhibit B



Peterson Structural Engineers, Inc.

Consulting Structural Engineers
Portland, Oregon • Tacoma, Washington
www.psengineers.com

Peterson Structural Engineers 2014 Fee Schedule

Thank you for your interest in Peterson Structural Engineers. Our 2014 fee structure is below:

Principal	\$170/hr.
Senior Associate/Designer	\$140/hr.
Project Manager.....	\$125/hr.
Staff Designer.....	\$110/hr.
Administrative/Drafting	\$85/hr.

Direct Expenses will be billed at cost plus 10%

Thank you again for the interest in PSE's professional services. PSE takes great pride in providing our clients with high quality, prompt responses. If you have any questions about our fees, please do not hesitate to contact me at (253) 830-2140.

Sincerely,

A handwritten signature in blue ink that reads 'Bill Sandbo'.

Bill Sandbo, PE, LEED AP

Revised January 1st, 2014



Peterson Structural Engineers, Inc.

Consulting Structural Engineers
Portland, Oregon • Tacoma, Washington
www.psengineers.com

Peterson Structural Engineers Operations Yard Metal Building Fee Estimate

PROPOSAL - FEE ESTIMATE

DATE: 10/16/14
File: PSE 14-195

RATES:

Senior Principal \$ 170 /hr.
Senior Associate/Designer \$ 140 /hr.
Project Manager \$ 125 /hr.
Staff Designer \$ 110 /hr.
Administrative/Drafting \$ 85 /hr.

FOR: City of Gig Harbor
PROJECT : Operations Yard Metal Building

ATTN: Jeff Langhelm, P.E.
BY: Bill Sandbo, P.E.

	<u>TASK</u>	<u>TIME</u>				
		<u>S.P.</u>	<u>S.A.</u>	<u>P.D.</u>	<u>S.E.</u>	<u>A/D</u>
TIME ESTIMATE						
<u>Task #</u>	<u>Description</u>					
1	Review of existing documentation	0	0.5	1	0	0 hrs.
2	Site Visit for photos and measurements	0	3	3	0	0 hrs.
3	Structural Calculations	0.5	2	10	0	0 hrs.
4	60% Design Review	0	0	0	0	0 hrs.
5	100% calculations in PDF format	0.5	1	2	0	0
		1	6.5	16	0	0 hrs.

1 hrs. @ \$170/hr. = \$ 170
6.5 hrs. @ \$140/hr. = \$ 910
16 hrs. @ \$125/hr. = \$ 2,000
0 hrs. @ \$110/hr. = \$ -
0 hrs. @ \$85/hr. = \$ -
milage (30 miles R/T \$ 20

PETERSON STRUCTURAL ENGINEERS
CONSULTING STRUCTURAL ENGINEERS
PORTLAND OR

Fee Estimate \$ 3,100

Printed October 16, 2014



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

Subject: Resolution - Surplus vehicle

Dept. Origin: Police

Proposed Council Action:

Prepared by: Kelly Busey

Approve Resolution No. 976 declaring vehicle as surplus and authorizing disposition to Kitsap County as a training vehicle for multiple law enforcement agencies

For Agenda of: November 10, 2014

Exhibit: Draft Resolution

Initial &
Date

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

JB 11-5-14
EW 11-5-14
By email 11-4
11-5-14
KBB

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

Ordinarily, patrol cars used by the Gig Harbor Police Department are surplused after their useful life (approximately 7 years) via state auction administered by the State of Washington. These vehicles are then sold through eBay motors and fetch between \$500 - \$1500.

One particular 2001 patrol car was converted into a COPS Volunteer vehicle in 2009 and has been in service continually since that time. It has over 123,000 miles on it and is in worse condition than other vehicles that have been surplused in the recent past. It would likely fetch less money than our previous retired patrol cars.

GHPD is a member of a training consortium that provides annual vehicle operations training to several law enforcement agencies in the west Puget Sound region. As part of this training, the consortium teaches the Pursuit Intervention Technique (PIT) maneuver to officers as a means of ending vehicle pursuits. The consortium relies on the donation of retired patrol vehicles to utilize in this training. The vehicles are transferred to the Kitsap County Sheriff's Office (the lead agency in the consortium) and are modified by that agency for use as training vehicles. Ongoing maintenance and disposal of the vehicle becomes the responsibility of the Kitsap County Sheriff's Office.

RESOLUTION NO. 976

**A RESOLUTION OF THE CITY OF GIG HARBOR
DECLARING A CITY VEHICLE SURPLUS AND ELIGIBLE
FOR DISPOSITION.**

WHEREAS, the Gig Harbor City Council has determined that a city-owned vehicle is surplus to the City's needs and has been or is in need of being replaced with a new vehicle; and

WHEREAS, patrol cars used by the Gig Harbor Police Department (GHPD) are ordinarily surplused after their useful life (approximately 7 years) via state auction; and

WHEREAS, patrol car (VIN 2FAFP71W61X178988) was converted into a COPS Volunteer vehicle in 2009 and has been in service continually since that time; and

WHEREAS, the vehicle has over 123,000 miles on the odometer; and

WHEREAS, GHPD is a member of a training consortium that relies on the donation of retired patrol vehicles for training and the City Council wishes to transfer this vehicle to Kitsap County for this purpose;

NOW, THEREFORE, the City Council of the City of Gig Harbor hereby resolves to declare as surplus and eligible for disposition as set forth above, the following:

EQUIPMENT	Quantity	SERIAL / ASSET NUMBER	MODEL INFO.
2001 Ford Crown Victoria	1	VIN 2FAFP71W61X178988 Asset Number 7003-29	

PASSED THIS 10th day of November, 2014.

APPROVED:

MAYOR JILL GUERNSEY

ATTEST/AUTHENTICATED:

MOLLY M. TOWSLEE, CITY CLERK

FILED WITH THE CITY CLERK: 11/04/14
PASSED BY THE CITY COUNCIL: 11/10/14
RESOLUTION NO. 976



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

Subject: Heron's Key Project Facilitation Services Contract

Proposed Council Action: Authorize the Mayor to execute a contract with Stalzer and Associates in an amount not to exceed \$40,800.

Dept. Origin: Administration

Prepared by: Ron Williams, City Administrator

For Agenda of: November 10, 2014

Exhibit: Contract

Initial &
Date

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

RW 11/5/14
By email 11/5/14

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

The City and Emerald Communities desire to retain a project manager for the development of the Heron's Key Retirement Community. The project manager would serve as the point of contact and provide project facilitation services such as developing and tracking an overall project schedule, and coordinating submittal materials. Bill Stalzer of Stalzer and Associates was agreed upon by both parties as being the best able to perform these services. Bill Stalzer performed these same services for the City during the development of St. Anthony Hospital.

FISCAL CONSIDERATION

This work was not anticipated in the 2014 Budget; however, Emerald Communities has agreed to the contract and they will reimburse the City for this expenditure.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION/MOTION

Authorize the Mayor to execute a contract with Stalzer and Associates in an amount not to exceed \$40,800.

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
STALZER AND ASSOCIATES**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and Stalzer and Associates, a sole proprietorship, located and doing business at 603 Stewart Street, Suite 512, Seattle, Washington, 98101 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the permitting process for the Heron's Key project; and

WHEREAS, the City does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of the Consultant to provide the necessary services for the project; and

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Services including any addenda thereto as of the effective date of this Agreement, all of which are attached hereto as **Exhibit A**, 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 Services.** The City hereby retains the Consultant to provide professional services as defined in this Agreement and as necessary to accomplish the scope of services 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 services, 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 Forty Thousand Eight Hundred Dollars (\$40,800.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the services 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**. The Consultant shall not bill for Consultant's staff positions 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 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 services, 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 services that the Consultant performs hereunder.

4. **Duration of Work.** The City and the Consultant agree that services will begin on the tasks described in **Exhibit A** immediately upon execution of the Agreement. The parties agree that the services described in Exhibit A shall be completed by July 15, 2015; provided the contract may be extended by agreement of both parties.

5. **Termination.** This Agreement may be terminated by either party at any time prior to completion of the services described in **Exhibit A** upon ten (10) days written notice. Any such notice shall be given to the appropriate address specified in Section 16. 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 services 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 services to the date of termination, the amount of services originally required which would satisfactorily complete it to date of termination, whether that services 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 services 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.** 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 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.

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

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

9. **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 services including the services of the Consultant's agents, representatives, employees, subconsultants or subcontractors.

B. Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01, or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and

personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the services performed for the City.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

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

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

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

1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

2. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not waive their right to subrogation. The Consultant's insurance shall be endorse to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.

3. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

4. If any coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.

F. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

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

10. 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.

11. **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 services authorized under this Agreement, the services 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.

12. **Records.** The Consultant shall keep all records related to this Agreement for a period of three years following completion of the services 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.

13. **Services 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 services hereunder and shall utilize all protection necessary for that purpose. All services 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 services.

14. **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.

15. **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 Planning Director and the City shall determine the term or provision's true intent or meaning. The City Planning 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 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.

16. 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:
Stalzer and Associates
ATTN: Bill Stalzer
603 Stewart Street
Suite 512
Seattle, WA 98101

City of Gig Harbor
ATTN: Jennifer Kester
Planning Director
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-6170

17. 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.

18. 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



and Associates

PLANNING, LAND USE
AND DEVELOPMENT SERVICES

Heron's Key Project Facilitation Services
Scope of Services
EXHIBIT A

As facilitator for the City of Gig Harbor on the Heron's Key project, Stalzer and Associates will provide the following land use services:

1. Working with city staff and the applicant, identify the various permits and land use decisions needed to implement the Heron's Key project.
2. Based on the information in item 1 above, prepare and regularly update a project schedule for submittals, staff reviews, applicant response, and approvals.
3. Work with the applicant and Olympic Property Group to provide a clear understanding of the application and review process for each land use decision.
4. Facilitate the coordination of application materials and review responses by the applicant.
5. Facilitate a coordinated review process by city staff to ensure timely and efficient reviews, including meetings with city staff on a regular basis.
6. Serve as a point of contact with the applicant regarding project schedule, project issues, the status of applications and related matters.
7. Meet with the applicant and Olympic Property Group as needed.
8. Facilitate predictable and clear communication between the applicant and city staff.
9. Provide facilitation assistance as needed to ensure timely resolution of issues that arise during project reviews.
10. Attend public meetings and hearings related to the project as needed.
11. Conduct site visits as necessary.
12. Prepare brief bi-weekly status reports to the Planning Director.

The City will provide Stalzer and Associates with copies of information related to city codes, land use permit/approval application requirements, staff review comments/reports, and city land use recommendations and decisions relevant to the various applications, including SEPA, design review board recommendations/decisions, and decisions by the hearing examiner, planning commission and city council.

Services will be provided on a time and expense basis in accordance with the Schedule of Standard Fees and Reimbursable Expenses in Exhibit B. Bill Stalzer will provide facilitation services with assistance from contracted staff as needed.

The anticipated level of effort is:

Time to Complete: July 15, 2015
Estimated Total Hours: 30

Based on the anticipated level of effort and the Schedule of Fees and Reimbursable Expenses in Exhibit B, the contract amount is:

Fee Budget: \$39,000
Expense Budget: \$1,800
Estimated Total Budget: \$40,800

**STALZER AND ASSOCIATES
2014-15 SCHEDULE
of
STANDARD FEES
and
REIMBURSABLE EXPENSES**

EXHIBIT B

Standard Fees –Compensation to Stalzer and Associates for all services provided will be billed on the following schedule:

	Hourly Rate	½ Day Rate	Full Day Rate
Bill Stalzer	\$130/hour	\$495	\$940
Senior Planner	\$105/hour	\$405	\$760
Planner	\$95/hour	\$350	\$675
Administrative Assistant	\$45/hour	\$170	\$320

The above fee schedule is effective through December 31, 2015. Stalzer and Associates reserves the right to adjust the fee schedule after that date and provide notice of any changes no later than December 1, 2015.

Internal Expenses: Internal office expenses will be billed at the following rates:

<u>Expense Item</u>	<u>Rate</u>
Photocopying	\$0.10/page
Facsimile	\$0.10/page

Outside Services:

Outside services including, but not limited to, word processing, printing, photocopying, delivery, graphic materials, permit fees and similar project-related expenses will be billed at actual cost plus ten per cent. Subconsultant services will be billed at actual cost plus five percent.

Travel:

Private vehicle mileage will be billed at the mileage rate established by the Washington Office of Financial Management in effect when the mileage is incurred. Tolls and ferry charges will be billed at actual charges.



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

Subject: Public Hearing and First Reading of Ordinance – Performance Based Height Exception.

Proposed Council Action: Hold hearing, consider testimony and review ordinance.

Dept. Origin: Planning

Prepared by: Jennifer Kester
Planning Director

For Agenda of: November 10, 2014

Exhibits: Draft Ordinance and Application

	Initial & Date
Concurred by Mayor:	<i>JL 11-3-14</i>
Approved by City Administrator:	<i>RW 10/30/14</i>
Approved as to form by City Atty:	<i>Amal 10/30</i>
Approved by Finance Director:	<i>N/A</i>
Approved by Department Head:	<i>JK 10/30/14</i>

Expenditure	Amount	Appropriation
Required 0	Budgeted 0	Required 0

INFORMATION / BACKGROUND

Gateway Capital, LLC requested a text amendment to allow concert halls, performing arts facilities, and large format theaters (digital fusion experience) to be included in the list of structures eligible for the performance based height exceptions found in GHMC 17.67, provided the structure is not located in the Height Restriction Area (view basin). The applicant recognizes that if such an allowance is permitted, each application would still be required to meet the criteria for a performance based height exception and ultimately receive approval from the Hearing Examiner.

Staff has provided the applicant’s request which includes a detailed description of the proposal as well as comparable small city height restrictions.

BOARD OR COMMITTEE RECOMMENDATION

The Planning and Building Committee reviewed the request on September 16, 2014 and suggested that the City Council consider direct consideration of these amendments. The Planning Commission considered the proposed text amendment at their September 18th meeting and had no objections to direct consideration by the Council.

RECOMMENDATION / MOTION

Hold hearing, consider testimony and review ordinance.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO PERFORMANCE-BASED HEIGHT EXCEPTIONS; ALLOWING PERFORMING ARTS CENTERS, CONCERT HALLS AND LARGE FORMAT THEATERS TO BE ELIGIBLE FOR PERFORMANCE-BASED HEIGHT EXCEPTIONS; AMENDING SECTION 17.67.020 OF THE GIG HARBOR MUNICIPAL CODE; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, in 2004, the City of Gig Harbor adopted under Chapter 17.67 GHMC provisions that allow performance-based height exceptions for certain structures that may require heights exceeding underlying height limits for their effective and efficient operation, such as water tanks and transmission line towers, fire training towers and athletic field lighting; and

WHEREAS, in 2005, the City of Gig Harbor amended Chapter 17.67 GHMC to add gymnasiums and performing arts related facilities in public schools in the PI zoning district to the uses eligible for performance-based height exceptions; and

WHEREAS, in 2011, the City of Gig Harbor further amended Chapter 17.67 GHMC to add gymnasiums and performing arts related facilities in all primary and secondary schools regardless of zoning district to the uses eligible for performance-based height exceptions; and

WHEREAS, on August 20, 2014, Gateway Capital, LLC requested a text amendment to allow concert halls, performing arts facilities and large format theaters (DFX, IMAX, or evolution thereof) to be included in the list of structures eligible for the performance based height exceptions, provided the structure is not located in the Height Restriction Area (view basin); and

WHEREAS, the proposed amendment is consistent with the intent of the performance-based height exception chapter because the height of the assembly spaces of concert halls, performing arts centers and large format theaters is dependent on the size of the viewing screen and/or acoustic needs of the space, which may require heights exceeding underlying height limits for their effective and efficient operation; and

WHEREAS, the proposed amendment will allow consideration of the needs of concert halls, performing arts centers, and large format theaters while also providing an opportunity for public review and comment; and

WHEREAS, the proposed text amendment is consistent with the goals, objectives, and policies of the Comprehensive Plan; and

WHEREAS, the proposed development regulations amendments were forwarded to the Washington State Department of Commerce on October 14, 2014, pursuant to RCW 36.70A.106; and

WHEREAS, the City's SEPA Responsible Official issued a Determination of Nonsignificance (DNS) for this Ordinance on October 22, 2014; and

WHEREAS, on October 13, 2014, the City Council initiated the amendment and decided to directly consider the amendment rather than sending it to Planning Commission for review as allowed by GHMC 19.01.005; and

WHEREAS, the Gig Harbor City Council considered the Ordinance at first reading and public hearing on _____; and

WHEREAS, on _____, the City Council held a second reading during a regular City Council meeting; Now, therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ORDAINS AS FOLLOWS:

Section 1. Section 17.67.020 in the Performance-Based Height Exceptions and Height Exemptions chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.67.020 Applicability – Performance-based height exceptions.

A. Approvals of performance-based height exceptions may be given to only the following structures:

1. Elevated reservoirs, water tanks or standpipes under the jurisdiction of the city or another water district;
2. Transmission line towers;
3. Fire training towers;
4. Athletic field lighting;
5. Gymnasiums and performing arts-related facilities for primary and secondary schools;
6. Museums;
7. Concert halls, performing arts centers, and large format theaters (DFX, IMAX, or technical evolution thereof) that are not located within the Height Restriction Area defined by GHMC Chapter 17.62.

B. Performance-based height exceptions are prohibited for the following:

1. Communications facilities regulated by Chapter 17.61 GHMC;
2. All new structures on parcels identified as prominent on the city of Gig Harbor visually sensitive areas map;
3. All new structures within the view sheds of a significant vista, as identified on the city of Gig Harbor visually sensitive areas map.

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 five (5) 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

Jill Guernsey, Mayor

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:

MEMORANDUM

To: Jennifer Kester, Planning Director, City of Gig Harbor
From: Kristin Udem, Tenant Coordinator, Uptown Gig Harbor
Date: August 13, 2014
Re: Text Amendment Request for Changes to GHMC 17.67
Performance Based Height Exceptions

RECEIVED BY
AUG 20 2014
CITY OF GIG HARBOR

Gateway Capital, LLC, is requesting a Zoning Code Text Amendment to Performance Based Height Exception, GHMC 17.76, to allow for Concert Halls, Performing Arts Facilities and Large Format – Digital Fusion Experience (DFX) theaters that are not located within the view basin, to be included in the list of structures that may apply for the exception. The purpose of this request is to allow for additional height to structures that contain innovative entertainment facilities, first rate movie theaters and performing arts theaters, for effective performance and operation within Gig Harbor. These types of structures, if allowed, would help define Gig Harbor as a destination location. By adding these specific types of structures to those already allowed to apply for Performance Based Height Exceptions, it would not negatively impact the city as each application would be reviewed for its individual circumstance. It would also be required to meet the criteria contained within the existing code and ultimately receive approval from the Hearings Examiner.

A review has been done of neighboring cities as well as similar sized cities in Washington to compare their height limits and allowable exceptions with Gig Harbor's code. The city codes reviewed were Bainbridge Island, Bonney Lake, Bremerton, Lacey, Mercer Island, Port Orchard, Port Townsend, Poulsbo and Silverdale, many of them waterfront cities. The height limitations of these cities range from 35 feet to 80 feet (see attached chart) and most would either allow outright or have existing processes to allow increased height for structures containing these uses. This request would not allow for structures that would be out of context with the aforementioned cities.

Allowing additional height for such structures would be consistent with the Gig Harbor Comprehensive Plan Community Design Element, Economic Design Element and Parks, Recreation and Open Space Element. The criteria found in the existing code for Performance Based Height Exceptions along with regulations in the existing Zoning Code, would be applicable to ensure that a small-town scale for structures that address the human scale as well as preserving views would still pertain (Goals 4.6, 4.7 and 4.9). Concert Halls, Performing Arts Theaters and large format theatres would also increase local economic opportunities and could allow for property revitalization within Gig Harbor (Goal 7.2). Last, these types of uses could

encourage organizations to develop and operate specialized and special interest cultural facilities (Goal 11.7)

In addition to being consistent with the City of Gig Harbor Comprehensive Plan, this request would be consistent with the Washington State Growth Management Act by encouraging development in Urban Areas and promoting the retention and expansion of existing businesses and recruitment of new businesses to Gig Harbor.

This request may be applicable to other future uses within the community, but currently would enable Gig Harbor's existing movie theater to maintain its relevancy among the theaters within other nearby communities. In order to compete with the state of the art theaters in Tacoma, Lakewood and Bremerton, Galaxy Uptown would like to provide one, large format, Digital Fusion Experience (DFX) screen to the property. These types of theaters utilize the latest in the technology to create a total immersion experience where the viewer feels as though they are part of the movie. One of the key components of this is to have a very large, floor to ceiling movie screen that would be a minimum of 40 feet tall. When roof trusses and structure are added, approximately 45 feet of total height would be required. Not only do these types of theaters provide great quality entertainment films, but they also provide an abundance of educational programming. This improvement to the community would provide economic and cultural relevance to Gig Harbor.

Comparable Small Cities Height Restrictions

Municipality	Height limit in similar commercial district	Exceptions	Code Reference
Bainbridge Island Pop. 23,263	45 feet	35 feet south of Parfitt	18.12.020
Bonney Lake Pop. 17,967	35 feet	Up to 50 feet with directors approval	18.26.050
Bremerton Pop. 39,251	45'	Up to 80'	20.62.012 20.70.060
Lacey Pop. 48,000	80 feet	40 feet adjacent to residential	16.27.110
Mercer Island Pop 23,661	36 feet	Up to 50 feet with major site feature in Town Center	19.04.010 19.11.040
Port Orchard Pop. 11,680	27-39 feet	CUP allows up to 55'	16.40.025
Port Townsend 9,117	40-50 depending on zone	No more than 3 stories	17.20.030
Poulsbo Pop. 9,393	35 feet	Outdoor theater screens listed as specific exemption	18.80.040 18.80.310
Silverdale (Kitsap County) Pop 19,204	35 feet	Up to 45 feet	17.382.110
Pierce County Gig Harbor Pop 7,549	60 feet		18A.15.040

Chapter 17.67
PERFORMANCE-BASED HEIGHT EXCEPTIONS AND HEIGHT EXEMPTIONS

Sections:

- 17.67.010 Intent.
- 17.67.020 Applicability – Performance-based height exceptions.
- 17.67.030 Applicability – Height exemptions.
- 17.67.040 Complete application.
- 17.67.050 Permit type.
- 17.67.060 Review criteria.
- 17.67.070 Special review criteria for athletic field lighting.
- 17.67.075 Special review criteria for school facilities.
- 17.67.076 Special review criteria for museums.
- 17.67.080 Duration of approval and expiration.

RECEIVED BY
AUG 20 2014
CITY OF GIG HARBOR

17.67.010 Intent.

This chapter is intended to identify those structures and uses for which standard height limits are not appropriate and to provide review procedures and criteria for those special situations where the height restrictions of this title may be relaxed. Performance-based height exceptions are intended to allow structures that require height in excess of height limits for effective performance and operation. Performance-based height exceptions are not intended to be used as a means of circumventing individually inconvenient height restrictions. (Ord. 988 § 1, 2005; Ord. 950 § 1, 2004).

17.67.020 Applicability – Performance-based height exceptions.

A. Approvals of performance-based height exceptions may be given to only the following structures:

1. Elevated reservoirs, water tanks or standpipes under the jurisdiction of the city or another water district;
2. Transmission line towers;
3. Fire training towers;
4. Athletic field lighting;
5. Gymnasiums and performing arts-related facilities for primary and secondary schools;
6. Museums.
7. Concert Halls, Performing Arts Facilities and Large Format Theaters (DFX, IMAX or technical evolution thereof) that are not located within the view basin as defined in GHMC 17.62.

B. Performance-based height exceptions are prohibited for the following:

1. Communications facilities regulated by Chapter 17.61 GHMC;
2. All new structures on parcels identified as prominent on the city of Gig Harbor visually sensitive areas map;
3. All new structures within the view sheds of a significant vista, as identified on the city of Gig Harbor visually sensitive areas map. (Ord. 1229 § 3, 2011; Ord. 1033 § 1, 2006; Ord. 988 § 2, 2005; Ord. 950 § 1, 2004).

17.67.030 Applicability – Height exemptions.

The following structures are exempt from the height restrictions of this title:

- A. Traffic lights and signals;
- B. Light standards installed on street rights-of-way;
- C. Flagpoles that display flags of a political subdivision;
- D. Height exemptions are prohibited for communications facilities designed to look like any of the above, which are regulated under Chapter 17.61 GHMC, Communication Facilities. (Ord. 950 § 1, 2004).

17.67.040 Complete application.

An application for a performance-based height exception shall contain seven copies of the following information:

- A. The title and location of the proposed project, together with the names, addresses and telephone numbers of the recorded owners of the land and the applicant, and if applicable, the name, address and telephone number of any architect, planner, designer or engineer responsible for the preparation of the plan, and of any authorized representative of the applicant;
- B. A written description addressing the scope of the project, the use of the site, and the nature and height of the proposed structures;
- C. Color, type, model and specification of all proposed structures. Include the area of illumination and intensity of lighting in footcandles for athletic field lighting;
- D. A vicinity map showing site boundaries and existing roads and accesses within and bounding the site;
- E. Site plans drawn to a scale no smaller than one inch equals 30 feet showing location and size of uses, location of proposed and existing structures, critical areas and wetlands, buffer areas, proposed areas of disturbance or construction outside of the building and structure footprint, yards, open spaces and landscaped areas and any existing structures, easements and utilities;

F. Cross sections of proposed structures and topographic information;

G. A written statement of justification for granting the exception pursuant to the requirements of GHMC 17.67.060, 17.67.070, and 17.67.075, if applicable;

H. All application requirements of GHMC 19.02.002. (Ord. 1197 § 41, 2010; Ord. 988 § 3, 2005; Ord. 950 § 1, 2004).

17.67.050 Permit type.

A performance-based height exception is a Type III permit. (Ord. 950 § 1, 2004).

17.67.060 Review criteria.

Except for review occurring under GHMC 17.67.075 or 17.67.076, the applicant shall demonstrate that the following criteria for approval of the exception have been satisfied:

A. The increased structure height is necessary for effective performance and operation and is the minimum necessary for the structure to function in its intended and permitted use; and

B. Visual impacts beyond the site and within environmentally sensitive areas have been minimized by such measures as, but not limited to:

1. Avoidance, to the extent possible, of shade or light cast into critical areas and wetlands where shade or light may impact the biological functions of critical areas and wetlands;
2. Using color or material to blend the structure into the surrounding environment;
3. Screening the structure with vegetation;
4. Avoidance, to the extent possible, of light trespass onto adjacent properties. (Ord. 1033 § 2, 2006; Ord. 988 § 4, 2005; Ord. 950 § 1, 2004).

17.67.070 Special review criteria for athletic field lighting.

In addition to the criteria specified in GHMC 17.67.060, the applicant for an exception for athletic field lighting shall demonstrate that the following criteria for approval of the exception have been satisfied:

A. Athletic field light fixtures to be installed are a "shoebox" style and downward-directional; and

B. Both fixtures and poles are painted black, brown or dark green. (Ord. 950 § 1, 2004).

17.67.075 Special review criteria for school facilities.

Because primary and secondary schools may have different visual impacts than other smaller-scale structures listed under GHMC 17.67.020, the applicant shall demonstrate that the following criteria for approval have been satisfied, instead of the criteria listed under GHMC 17.67.060 or 17.67.076:

A. The increased structure height is necessary for effective performance and operation and is the minimum necessary for the structure to function in its intended and permitted use and to meet the requirements of the design manual*; and

B. Increased height in no wise exceeds:

1. Forty-five feet above natural grade as measured under the provisions of GHMC 17.99.370(D); and
2. Fifty-six feet above natural grade at the lowest point of the building footprint.

C. Visual impacts beyond the site and within environmentally sensitive areas have been minimized by measures such as, but not limited to:

1. Avoidance, to the extent possible, of shade or light cast into critical areas and wetlands where shade or light may impact the biological functions of critical areas and wetlands;
2. Avoidance, to the extent possible, of light trespass onto adjacent properties;
3. Within the height restriction area, avoidance, to the extent possible, of obstruction of existing views from adjacent properties through sensitive location of new structures on the site. (Ord. 1229 § 4, 2011; Ord. 1033 § 3, 2006; Ord. 988 § 5, 2005).

* Increased height shall not be approved beyond what is minimally needed for functional purposes except as required to meet basic design manual requirements or to achieve, as recommended by the design review board, design continuity or otherwise address zone transition considerations under GHMC 17.99.200.

17.67.076 Special review criteria for museums.

Museums may require height in excess of other uses to preserve and display large historical artifacts and to provide public viewing areas. The height exception for museums shall be limited to artifact display. The applicant must demonstrate that the following criteria for approval have been satisfied, instead of the criteria listed under GHMC 17.67.060 or 17.67.075:

A. The museum must provide regular, frequent, and ongoing public access to exhibits; and

B. The increased structure height is necessary for effective performance and operation and is the minimum necessary for the structure to function in its intended and permitted use and to meet the requirements of the design manual*; and

C. Visual impacts beyond the site and within environmentally sensitive areas have been minimized by measures such as, but not limited to:

1. Avoidance, to the extent possible, of shade or light cast into critical areas and wetlands where shade or light may impact the biological functions of critical areas and wetlands;

2. Avoidance, to the extent possible, of light trespass onto adjacent properties;

3. Within the height restriction area, avoidance, to the extent possible, of obstruction of existing views from adjacent properties through sensitive location of new or remodeled structures on the site. (Ord. 1033 § 4, 2006).

* Increased height shall not be approved beyond what is minimally needed for functional purposes except as required to meet basic design manual requirements or to achieve, as recommended by the design review board, design continuity or otherwise address zone transition considerations under GHMC 17.99.200.

17.67.080 Duration of approval and expiration.

The duration of performance-based height exception approvals and expirations shall be governed by GHMC 19.02.008. (Ord. 1197 § 42, 2010; Ord. 950 § 1, 2004).



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

Subject: Eddon Boat Shop Deck Replacement – Consultant Services Contract

Proposed Council Action: Authorize the Mayor to execute a Consultant Services Contract with Peterson Structural Engineers in an amount not to exceed \$3,743.00.

Dept. Origin: Public Works

Prepared by: Jeff Langhelm, PE
Public Works Director

For Agenda of: November 10, 2014

Exhibits: Consultant Services Contract with Scope and Fee

	Initial & Date
Concurred by Mayor:	11/3/14
Approved by City Administrator:	RW 11/3/14
Approved as to form by City Atty:	via email 10/28/14
Approved by Finance Director:	11/3/14
Approved by Public Works Dir.:	11/3/14

Expenditure Required	\$3,743.00	Amount Budgeted	See Fiscal Consideration	Appropriation Required	\$0
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INFORMATION/BACKGROUND

The City of Gig Harbor owns and maintains the Eddon Boat Shop building located within Eddon Boat Park. Routine inspections of the Park have found progressing deterioration of the wooden deck located between the building and the Harborview Drive sidewalk. In September 2014 the City contacted the Gig Harbor Boat Shop about the progressive deterioration. The City ultimately decided to close a majority of the deck until comprehensive repairs to the deck are completed.

Due to building code requirements the City must hire a structural engineer licensed in the state of Washington to prepare structural documentation for the deck replacement. This proposed consultant services contract with Peterson Structural Engineers provides for the preparation of the documentation. The anticipated project schedule provides for structural document submission and building permit review in December. The Public Works Operations Crew is prepared to perform the demolition and reconstruction work in January 2015.

FISCAL CONSIDERATION

Funding for the consultant services contract and construction materials were not budgeted for the 2014 Budget. However, sufficient reserves exist in the Parks Operating Fund to fund these expenses.

BOARD OR COMMITTEE RECOMMENDATION

Because this effort consists of standard maintenance, this work has not been presented to a board or committee.

RECOMMENDATION/MOTION

Authorize the Mayor to execute a Consultant Services Contract with Peterson Structural Engineers in an amount not to exceed \$3,743.00.

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

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

RECITALS

WHEREAS, the City is presently engaged in Eddon Boat Shop Deck Replacement Project 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 Three Thousand, Seven Hundred Forty-Three Dollars and Zero Cents (\$3,743.00) 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 – Schedule of Rates and Estimated Hours**. 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 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. **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.

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

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

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

7. **Indemnification.**

A. The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers, harmless from any and all claims, injuries, damages, losses or

suits including attorneys fees, arising out of or resulting from the 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, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. Insurance.

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the 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 on an occurrence basis by an 'A' rated company licensed to conduct business in the State of Washington.

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:
Peterson Structural Engineers
ATTN: Erik Peterson, P.E.
5319 SW Westgate Dr., Ste. 215
Portland, OR 97221
(253) 830-2140

City of Gig Harbor
ATTN: Jeff Langhelm, P.E.
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: Erik Peterson
PRESIDENT

By: _____
Mayor Jill Guernsey

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit A



Peterson Structural Engineers, Inc.

Consulting Structural Engineers

Portland, Oregon • Tacoma, Washington

www.pseengineers.com

Mr. Jeff Langhelm, P.E.
Public Works Director
City of Gig Harbor Public Works
3510 Grandview Street
Gig Harbor, WA 98335

October 16, 2014

File: PSE\14-194-01

Re: Scope and Fee for Eddon Boat Shop Deck Replacement

Dear Mr. Langhelm:

Thank you for the opportunity to work with the City of Gig Harbor on the Eddon Boat Shop Deck Replacement project. PSE has a long history of successful projects with municipalities and we are excited to establish a new relationship in the South Sound region.

The following limited scope and fee is for the development of structural plans and calculations for a replacement deck at the Eddon Boat Shop in Gig Harbor, WA. PSE understands that the City of Gig Harbor will issue the formal contract after the scope and fee is agreed upon.

Scope:

Based on our understanding of the final deliverables and project schedule, we have generated the following scope tasks for PSE's services:

1. Computer generated structural drawings for the deck, railings and any details required at the sidewalk and building connection, stamped by a licensed Professional Engineer in the state of Washington
2. Structural calculations to support the design and demonstrate building code compliance of the complete deck structure design, generated under Task #1. Calculations to be stamped by a licensed Professional Engineer in the state of Washington.
3. 60% design review of structural drawings and structural calculations
4. Submission of final construction drawings and calculations in PDF format which incorporate City of Gig Harbor review comments from 60% submittal. Professional engineers stamp and signature to be in electronic format.
5. Site visit to take additional pictures and measurements (if required).

PSE's understanding is that a shoreline permit will not be required for construction as the deck is being replaced in-kind. That is, the new deck structure will replace the existing deck structure, utilizing the same "footprint". Additionally, construction support services provided by PSE are not anticipated and not included in the fee below. Should construction support be required or desired, PSE will bill for the time at our standard rates, see attached.

Fee and Schedule

Based on the aforementioned scope, PSE's fees for professional services will be \$3,743. PSE understands that this project requires City Council approval before work can begin. PSE anticipates that we will be able to start work shortly after the Council approves funding for the project. Once engineering work commences, the deliverables will be completed within four (4) weeks including a

City of Gig Harbor
Eddon Boat Shop Deck Replacement

10/16/2014

one (1) week period designated for City of Gig Harbor 60% review. PSE also understands that the City of Gig Harbor anticipates that construction will begin after January 1st, 2015.

After engineering work commences, monthly invoices will be submitted for the work that has been completed to date. If changes or additional scope items cause a need for additional funds, we will apprise you of that situation before proceeding. Any direct costs incurred will be billed at cost plus 10%.

Scope and Fee Approval:

If the above scope and fee proposal is acceptable please sign and date where indicated below. Please return one copy for our records. PSE assumes that the City of Gig Harbor will issue the formal contract after this scope and fee has been agreed upon by both parties.

Thank you again for selecting PSE, we look forward to working with you on this project. Please call if you have any questions.

Sincerely,



10/16/2014

Erik Peterson, P.E.
PSE Owner and Managing Principal

Date

Jeff Langhelm, P.E.
City of Gig Harbor

Date

Submitted via e-mail: langhelmj@cityofgigharbor.net

Enclosures:

PSE 2014 Fee Schedule
Eddon Boat Dock Fee Estimate

Exhibit B



Peterson Structural Engineers, Inc.

Consulting Structural Engineers
Portland, Oregon • Tacoma, Washington
www.psengineers.com

Peterson Structural Engineers 2014 Fee Schedule

Thank you for your interest in Peterson Structural Engineers. Our 2014 fee structure is below:

Principal	\$170/hr.
Senior Associate/Designer	\$140/hr.
Project Manager.....	\$125/hr.
Staff Designer.....	\$110/hr.
Administrative/Drafting.....	\$85/hr.

Direct Expenses will be billed at cost plus 10%

Thank you again for the interest in PSE's professional services. PSE takes great pride in providing our clients with high quality, prompt responses. If you have any questions about our fees, please do not hesitate to contact me at (253) 830-2140.

Sincerely,

A handwritten signature in blue ink that reads 'Bill Sandbo'.

Bill Sandbo, PE, LEED AP

Revised January 1st, 2014



Peterson Structural Engineers, Inc.

Consulting Structural Engineers

Portland, Oregon • Tacoma, Washington

www.psengineers.com

Peterson Structural Engineers

Eddon Boat Shop Deck Replacement Fee Estimate

PROPOSAL - FEE ESTIMATE

DATE: 10/16/14

File: PSE 14-194

RATES:

Senior Principal \$ 170 /hr.
Senior Associate/Designer \$ 140 /hr.
Project Manager \$ 125 /hr.
Staff Designer \$ 110 /hr.
Administrative/Drafting \$ 85 /hr.

FOR: City of Gig Harbor

ATTN: Jeff Langhelm, P.E.

PROJECT : Eddon Boat Shop Deck Replacement

BY: Bill Sandbo, P.E.

TASK	TIME				
	S.P.	S.A.	P.D.	S.E.	A/D
TIME ESTIMATE					
<u>Task #</u>	<u>Description</u>				
1	0.5	2	8	0	0 hrs.
2	0.5	2	8	0	0 hrs.
3	0	0	0	0	0 hrs.
4	1	2	3	0	0 hrs.
5	0	0	1.5	0	0 hrs.
	2	6	20.5	0	0 hrs.

2 hrs. @ \$170/hr. = \$ 340
6 hrs. @ \$140/hr. = \$ 840
20.5 hrs. @ \$125/hr. = \$ 2,563
0 hrs. @ \$110/hr. = \$ -
0 hrs. @ \$85/hr. = \$ -
Other expenses \$ -

PETERSON STRUCTURAL ENGINEERS
CONSULTING STRUCTURAL ENGINEERS
PORTLAND OR

Fee Estimate \$ 3,743

Printed October 16, 2014



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

Subject: Public hearing: General fund 2014 revenue sources

Dept. Origin: Finance

Prepared by: David Rodenbach, Finance Director

For Agenda of: November 10, 2014

Proposed Council Action:
No action required

Exhibits: N/A

Concurred by Mayor:
Approved by City Administrator
Approved as to form by City Atty:
Approved by Finance Director:

Initial & Date
SR 11.4.14
RW 11/4/14
DR 11/4/2014

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

Chapter 251, Laws of 1995 (RCW 84.55.120) requires a public hearing on revenue sources for the next year's general fund budget. The hearing must include considerations of possible increases in property tax revenues.

General Fund Revenue Summary

Revenue Source	2013	2014 Estimated	2013-14 Combined	2015-2016 Budget
Property tax	\$ 2,346,752	\$ 2,250,835	\$ 4,597,587	\$ 4,656,486
Sales tax	5,063,150	5,392,255	10,455,405	11,606,828
Other taxes	1,603,779	1,607,407	3,211,186	3,360,928
Licenses and permits	1,150,554	1,159,623	2,310,177	2,072,576
Intergovernmental revenues	198,715	146,351	345,066	227,389
Charges for services	321,902	254,154	576,056	537,305
Fines and forfeits	114,949	122,652	237,601	209,233
Miscellaneous	146,642	257,256	403,898	838,476
Total revenues	10,946,443	11,190,533	22,136,976	23,509,221
Beginning fund balance	1,484,782	1,612,337	1,484,782	1,489,164
Total resources	\$ 12,431,225	\$ 12,802,870	\$ 23,621,758	\$ 24,998,385



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

Subject: 2014 Regular Property Tax Levy and Excess Property Tax Levy Resolutions

Proposed Council Action: Adopt resolutions in two separate motions

Dept. Origin: Finance
Prepared by: David Rodenbach, Finance Director
For Agenda of: November 10, 2014
Exhibits: Two Resolutions

Initial & Date

Concurred by Mayor: SR 11.4.14
Approved by City Administrator: RW 11/4/14
Approved as to form by City Atty: per email
Approved by Finance Director: DR 11/4/2014

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

These resolutions set the City's regular tax levy and excess levy (Eddon Boat bonds) for property tax collection in 2015.

FISCAL CONSIDERATION

The planned levy for collection in 2015 is \$2,318,352. This calculates to a rate of \$1.2489 per thousand dollars of assessed valuation. The 2015 levy is a total increase of \$110,656 from the prior year's levy. The increase consists of the following components:

- 1.0% increase over highest levy (since 1985) \$ (2,282)
- New construction and improvements \$ 75,294
- Annexed areas \$ 150
- Levy for refunds \$ 37,494
- \$ 110,656**

The city's regular levy, which is limited by a 1% growth factor, is \$2,205,414. Last year's actual levy amount was \$2,207,695. The current levy is \$2,281 less than the 2013 levy; therefore the levy resolution shows an increase of 0% over the prior year.

The total excess levy which will be used to pay the debt service on the Eddon Boat bond is \$300,000. This calculates to a preliminary rate of \$0.1626 per thousand dollars of assessed valuation.

RECOMMENDATION / MOTION

Move to: Pass each resolution in separate motions.

RESOLUTION NO. 977

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR,
WASHINGTON, CERTIFYING THE 2015 REGULAR AD VALOREM TAX
LEVY UPON REAL PROPERTY.**

WHEREAS, the City Council of Gig Harbor has met and considered its budget for the calendar year 2015; and

WHEREAS, the City's actual levy amount from the previous year was \$2,207,695.00; and

WHEREAS, the population of the city is less than 10,000; and now, therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

An increase in the regular property tax levy is hereby authorized for the levy to be collected in the 2015 tax year.

The dollar amount of the increase over the actual levy amount from the previous year shall be (\$0.00) which is a percentage increase of 0.0 % from the previous year. This increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, any increase in the value of state assessed property, any annexations that have occurred and refunds made.

PASSED by the City Council this 10th day of November, 2014.

APPROVED:

MAYOR, JILL GUERNSEY

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY M. TOWSLEE

APPROVED AS TO FORM;
OFFICE OF THE CITY ATTORNEY:

BY: _____
ANGELA G. SUMMERFIELD

FILED WITH THE CITY CLERK: 11/05/14
PASSED BY THE CITY COUNCIL: 11/10/14
RESOLUTION NO. 977

RESOLUTION NO. 978

**A RESOLUTION OF THE CITY OF GIG HARBOR, WASHINGTON, LEVYING
EXCESS PROPERTY TAXES IN THE AMOUNT OF \$300,000 FOR THE CITY
OF GIG HARBOR FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2015.**

WHEREAS, at an election held in the City of Gig Harbor on November 2, 2004, the number and proportion of the qualified electors of the City required by law for the adoption thereof voted in favor of a proposition authorizing the issuance of bonds of the City in the aggregate principal amount of \$3,500,000; and

WHEREAS, pursuant to Ordinance No. 1016, the City issued its Unlimited General Obligation Bond, 2005 on September 26, 2005 in the principal amount of \$3,500,000; and

WHEREAS, the City Council of the City of Gig Harbor determined that the City of Gig Harbor requires an excess levy in the amount of three hundred thousand dollars and no cents (\$300,000.00) in order to provide debt service for the 2005 Unlimited Tax General Obligation Bond; and now, therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON,
HEREBY RESOLVES AS FOLLOWS:

The Property tax excess levy required to raise estimated revenues for the City of Gig Harbor for the ensuing year commencing January 1, 2015, shall be levied upon the value of real and personal property which has been set at an

assessed valuation of \$1,844,707,465. Taxes levied upon this value shall be:

Approximately \$0.1626 per \$1,000 assessed valuation, producing an estimated amount of three hundred thousand dollars and no cents (\$300,000.00) for 2005 Unlimited Tax General Obligation Bond debt service.

PASSED by the City Council this 10th day of November, 2014.

APPROVED:

MAYOR, JILL GUERNSEY

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY M. TOWSLEE

APPROVED AS TO FORM;
OFFICE OF THE CITY ATTORNEY:

BY: _____
ANGELA G. SUMMERFIELD

FILED WITH THE CITY CLERK: 11/05/14
PASSED BY THE CITY COUNCIL: 11/10/14
RESOLUTION NO. 978



Business of the City Council
City of Gig Harbor, WA

Subject: Public Hearing and first reading
- 2015-2016 biennial budget ordinance

Proposed Council Action: Hold public hearing and return for adoption at second reading

Dept. Origin: Finance

Prepared by: David Rodenbach, Finance Director

For Agenda of: November 10, 2014

Exhibits: Budget Ordinance

Initial & Date

Concurred by Mayor:

Approved by City Administrator

Approved as to form by City Atty: *by e-mail*

Approved by Finance Director:

Approved by Department Head:

FR 11-4-14
PW 11/4/14
DR 11/4/2014

Expenditure	Amount	Appropriation
Required \$103,203,395	Budgeted 0	Required \$103,203,395

INFORMATION / BACKGROUND

The total city biennial budget, which includes all funds, is \$103,203,395. Total budgeted revenues for the 2015-2016 biennium are \$57.4 million, budgeted beginning fund balances total \$23.0 million and interfund transfers are \$22.8 million. Total budgeted expenditures, less internal transfers, are \$67.8 million and budgeted ending fund balances total \$12.6 million.

The General Fund accounts for 24 percent of total expenditures, while Special Revenue (Street, Street Capital, Drug Investigation (state and federal), Hotel - Motel, Public Art Capital Projects, Park Development, Civic Center Debt Reserve, Strategic Reserve, Equipment Replacement Reserve, General Government Capital Development, General Government Capital Improvement, Impact Fee Trust, Hospital Benefit Zone Revenue and Lighthouse Maintenance) and Enterprise Funds (Water, Sewer and Storm) are 29 percent and 44 percent respectively of total expenditures. General government debt service funds are three percent of budgeted expenditures.

FISCAL CONSIDERATION

Total budgeted uses and resources for the 2015-2016 biennium are \$103,203,395. If 2013 and 2014 actuals were combined, this is a \$7.9 million increase. The table below shows where the large increases are expected to occur in the upcoming biennium.

USES	2013-14	2015-16	Change	% Change
Salaries	13,608,009	15,331,752	1,723,743	13%
Benefits	5,788,409	7,006,381	1,217,972	21%
Supplies	2,144,834	2,441,174	296,340	14%
Services	7,883,984	9,094,774	1,210,790	15%
Intergov't Charges	804,371	868,138	63,768	8%
Capital Expenditures	18,463,350	25,820,224	7,356,874	40%
Other	6,626,046	7,240,949	614,903	9%
Transfers Out	16,999,599	22,807,544	5,807,945	34%
Ending Balance	22,960,519	12,592,459	(10,368,060)	-45%
Total Uses	95,279,120	103,203,395	7,924,275	8%

The 2015-2016 Biennial budget proposes the following staffing changes to be effective in 2015:

- Hire a Community Services Officer (to be shared by Municipal Court – 0.2 FTE, Police – 0.4 FTE; and Planning – 0.4 FTE)
- Reclassify Human Resources Analyst to Human Resources Manager
- Hire a Police Officer
- Hire a Parks Manager

BOARD OR COMMITTEE RECOMMENDATION

The following changes resulting from the October 20 and 21 Council Study sessions have been made.

- The Parks Manager position was moved from a 2016 to 2015 hire date.
- The Parks, Recreation, and Open Space Plan (PROS) Update was reduced from \$112,500 to \$40,000.
- The Crescent Creek Park- Master Plan objective was reduced from \$80,000 to \$30,000.
- Parks participation in purchase of property at the Public Works Shop has been removed.
- The funding source for the Civic Center painting (\$40,000) and re-roof (\$140,000) will now come from the Civic Center Debt Reserve rather than the General Fund.
- The following objective has been added; “**Civic Center Landscape Replacement.** Replace the failing ornamental vegetation planted at the Civic Center with native vegetation. This work may also be completed with public participation and donations for vegetation. \$20,000 – 2015.”
- The following objective has been added; “**Harborview Drive Master Plan Update.** In 2010 the City generated a draft master plan for the Harborview Drive right-of-way. The draft plan was reviewed by City Council but never adopted. This update would finalize the 2010 draft plan and proceed with adoption of the final plan by City Council. \$40,000 – 2015.”

Other changes that may not have been discussed at the Study Sessions are:

- Two objectives in the Water Operating Fund, east Tank Repainting (\$150,000) and East Tank Structural Improvements (\$200,000) were moved to Water Capital Fund.

- In Park Development, the Eddon Boat Park Marine Railways project was increased from \$190,000 to \$230,000.
- The following objective has been added to the Planning Department budget; **“Programmatic Review for Development in and near Special Flood Hazard Area.** Hire a consultant to prepare an approach for programmatic habitat assessment review of development projects within the Special Flood Hazard Area or within a 200-foot wide buffer, including consulting with FEMA and State agencies. Under FEMA required regulations, almost all projects within the defined area must complete a habitat assessment to show that the project will not affect or will not likely adversely affect endangered species. Currently, the review is conducted on a project-by-project basis, with each project paying an average of between \$2,000 and \$5,000 in consultant fees to prepare the assessment. After discussion with FEMA personnel, they are open to the possibility of the City conducting a programmatic habitat assessment. Such programmatic assessment would identify a range of development activities that are subject to the requirements and that through the use of “program,” a standardized range of project thresholds, best management practices and mitigation measures, can meet the “No Effect” or “May effect, not likely to adversely affect” standard of the Environmental Species Act. The city could then offer the programmatic review path to applicants that agree to the approach, decreasing the time and cost associated with a full review per the city’s standard approach. **By end of 2015 - \$15,000.”**

RECOMMENDATION / MOTION

Hold public hearing and return for adoption at second reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, ADOPTING THE 2015-2016 BIENNIAL BUDGET; ESTABLISHING APPROPRIATIONS OF FUNDS FOR THE 2015-2016 BIENNIUM; TRANSMITTING BUDGET COPIES TO THE STATE; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Mayor of the City of Gig Harbor, Washington completed and placed on file with the City Clerk a proposed budget and estimate of the amount of the monies required to meet the public expenses, bond retirement and interest, reserve funds and expenses of government of the City for the 2015-2016 biennium; and

WHEREAS, the City of Gig Harbor published notice that the Gig Harbor City Council would meet on November 10 and November 24, 2014 at 5:30 p.m., in the Gig Harbor Council Chambers for the purpose of providing the public an opportunity to be heard on the proposed budget for the 2015-2016 biennium and to adopt the budget; and

WHEREAS, the City Council did meet at the dates and times so specified, and heard testimony of interested citizens and taxpayers; and

WHEREAS, the 2015-2016 proposed biennial budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the City of Gig Harbor for the purposes set forth in the budget, and the estimated expenditures set forth in the budget being all necessary to carry on the government of Gig Harbor for the 2015-2016 biennium; Now, therefore,

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

Section 1. Budget Adopted. The budget for the City of Gig Harbor, Washington, for the 2015-2016 biennium, on file with the City Clerk, is hereby adopted in its final form and content.

Section 2. Funds Appropriated. Estimated resources, including beginning fund balances, for each separate fund of the City of Gig Harbor, and aggregate total for all funds combined, for the 2015-2016 biennium are set forth in summary form below, and are hereby appropriated for expenditure during the 2015-2016 biennium as set follows:

2015-2016 BUDGET APPROPRIATIONS

FUND / DEPARTMENT	AMOUNT
001 GENERAL GOVERNMENT	
01 Non-Departmental	\$6,840,344
02 Legislative	133,514
03 Municipal Court	846,200
04 Administrative / Financial / Legal	3,218,900
06 Police	6,899,002
14 Building & Fire Safety	1,208,860
14 Planning	2,058,000
15 Park Operating	1,938,680
16 Buildings	916,161
19 Ending Fund Balance	938,724
TOTAL GENERAL FUND - 001	\$24,998,385
101 STREET OPERATING	4,065,288
102 STREET CAPITAL	4,090,621
105 DRUG INVESTIGATION STATE	8,706
106 DRUG INVESTIGATION FEDERAL	18,594
107 HOTEL / MOTEL FUND	861,192
108 PUBLIC ART CAPITAL PROJECTS	67,377
109 PARK DEVELOPMENT FUND	7,078,255
110 CIVIC CENTER DEBT RESERVE	1,756,064
111 STRATEGIC RESERVE	537,988
112 EQUIPMENT REPLACEMENT RESERVE	201,302
208 LTGO BOND REDEMPTION	2,245,918
211 UTGO BOND REDEMPTION	781,519
301 CAPITAL DEVELOPMENT FUND	1,202,366
305 GENERAL GOVT. CAPITAL IMPROVEMENT	1,108,916
309 IMPACT TRUST FEE	1,993,811
310 HOSPITAL BENEFIT ZONE REVENUE	7,276,797
401 WATER OPERATING	3,690,755
402 SEWER OPERATING	9,534,531
403 SHORECREST RESERVE	108,991
407 UTILITY RESERVE	1,411,665
408 UTILITY BOND REDEMPTION FUND	10,136,630
410 SEWER CAPITAL CONSTRUCTION	11,654,903
411 STORM SEWER OPERATING	2,582,952
412 STORM SEWER CAPITAL	1,381,136
420 WATER CAPITAL ASSETS	4,407,519
605 LIGHTHOUSE MAINTENANCE TRUST	\$ 1,214
TOTAL ALL FUNDS	\$103,203,395

Section 3. Salary Schedule. Attachment "A" is adopted as the 2015-2016 personnel salary schedule for all employees.

Section 4. Transmittal. The City Clerk is directed to transmit a certified copy of the 2015-2016 budget hereby adopted to the Division of Municipal Corporations in the Office of the State Auditor and to the Association of Washington Cities.

Section 5. 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 6. Effective Date. This ordinance shall be in force and take effect five (5) days after its publication according to law.

PASSED by the City Council of the City of Gig Harbor, Washington, and approved by its Mayor at a regular meeting of the council held on this ____ day of November, 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.

Attachment A

POSITION	2015	
	Minimum	Maximum
City Administrator	10,200	12,750
Chief of Police	8,897	11,121
Public Works Director	8,314	10,393
Finance Director	8,229	10,286
Police Lieutenant	7,462	9,328
Human Resources Manager	7,103	8,879
City Engineer	7,078	8,847
Information Systems Manager	7,078	8,847
Planning Director	7,078	8,847
Building & Fire Safety Director	7,021	8,777
Senior Engineer	6,621	8,276
Police Sergeant	7,181	8,218
City Clerk	6,504	8,131
Tourism & Communications Director	6,351	7,939
Public Works Superintendent	6,270	7,838
Wastewater Treatment Plant Supervisor	6,270	7,838
Parks Manager	6,221	7,776
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	5,227	6,534
Senior WWTP Operator	5,081	6,352
Payroll/Benefits Administrator	4,894	6,118
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	5,682
Engineering Technician	4,507	5,634
Mechanic	4,449	5,561
Information System Assistant	4,411	5,514
Assistant City Clerk	4,375	5,469
Executive Assistant	4,375	5,469
WWTP Collection System Tech II	4,251	5,314
Maintenance Technician	3,416	5,314
Community Services Officer	4,293	5,367
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
Administrative Assistant	3,846	4,808
Lead Court Clerk	3,845	4,806
Police Services Specialist	3,475	4,344
Court Clerk	3,429	4,286
Custodian	3,416	4,269
Administrative Receptionist	3,413	4,267
Planning/Building Clerk	3,413	4,267
Public Works Clerk	3,413	4,267