

City Council Meeting

**November 24, 2014
5:30 p.m.**



AGENDA
GIG HARBOR CITY COUNCIL MEETING
Monday, November 24, 2014 – 5:30 p.m.

CALL TO ORDER / ROLL CALL:

PLEDGE OF ALLEGIANCE: Led by Webelos 1, Cub Scouts from Den 3 of Pack 202

CONSENT AGENDA:

1. Approval of City Council Minutes Nov. 10, 2014.
2. Correspondence: a) Letter from Washington State Liquor Control Board.
3. Resolution No. 979 - Surplus Equipment – Public Works.
4. Resolution No. 980 – Surplus Equipment – IT.
5. Cozart Residential Short Plat Street Naming Request.
6. Eddon Boat Park Expansion Phase II Environmental Assessment – Contract Amendment.
7. Adoption of Supervisory and Employee Guild Contracts.
8. Stanich Avenue and Milton Avenue Guardrail Improvements Small Public Works Contract Award.
9. Second Reading of Ordinance No. 1305 – Performance Based Height Exception.
10. Twawelkax Trail Survey – Consultant Services Contract.
11. Approval of Payment of Bills Nov. 24, 2014: Checks #76884 through #76985 in the amount of \$693,165.82.

SWEARING IN CEREMONY: Officer Savouth Uch

OLD BUSINESS:

1. Final Public Hearing and Second Reading of Ordinance No. 1306 – 2015-16 Budget.

NEW BUSINESS:

1. Public Hearing and First Reading of Ordinance – 2014 Planning Housekeeping Amendments.
2. First Reading of Ordinance – 2014 Budget Amendment.
3. Resolution No. 981 – Ratifying an Application for Open Space Classification.
4. Wastewater Treatment Plant Ph.2 – Contract Amendment for Parametrix and Cosmopolitan.

CITY ADMINISTRATOR / STAFF REPORT:

1. Update on 2015 Well City Award Application, Ron Williams.

PUBLIC COMMENT:

MAYOR’S REPORT / COUNCIL COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

1. Civic Center closed for Thanksgiving: Thu. Nov. 27th and Fri. Nov. 28th.
2. Public Works Committee: Mon. Dec. 8th at 4:00 p.m.

ADJOURN:

DRAFT MINUTES
GIG HARBOR CITY COUNCIL MEETING
Monday, November 10, 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: Absent

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.

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

PRESENTATIONS:

1. National American Indian Heritage Month – Claudia Marston. Mayor Guernsey introduced the proclamation. Ms. Marston presented a brief background for this celebration and on behalf of the Mary Ball Chapter of the Daughters of the American Revolution, accepted the signed document.

Note: The presenter for the Farmer's Market Presentation was late due to traffic, and so this presentation was held after New Business Number 1.

1. Farmers Market – Karen Kinney, Director of Washington State Farmers' Market

OLD BUSINESS: None scheduled.

NEW BUSINESS:

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

Planning Director Jennifer Kester I provided background information for this Council initiated private text amendment that would allow concert halls, performing arts facilities and large format theaters to be eligible for the performance based height exception. She invited the applicant to speak.

Kristin Udem, Tenant Coordinator for Uptown, explained the reason for the text amendment in their particular case is to allow a large format theater. This amendment would also be relevant for a performing art theater in Gig Harbor which is in the planning stages. She showed an illustration of how the structure would appear. She addressed questions.

Mayor Guernsey opened the public hearing at 5:42.

Ann Moore Knapp - Ms. Knapp, Board of the Gig Harbor Art Center Alliance, spoke in favor of the amendment. She presented magazines with an article about a regional center for the arts and showed illustrations of the proposed location and the flylofts to set the stage. She addressed Council questions.

AJ Witherspoon. Mr. Witherspoon with Galaxy Theaters made points regarding large-format auditoriums which will allow larger seats and increased seating. He said the auditorium will allow educational events and fundraisers. He answered questions regarding the capacity.

There were no further public comments and the public hearing closed at 5:46 p.m. Councilmembers asked questions of staff. Council concurred this could return on the Consent Agenda.

At this time City Administrator Ron Williams introduced Karen Kinney, Director of Washington State Farmers' Market.

Farmers Market – Karen Kinney, Director of Washington State Farmers' Market.

Ms. Kinney gave an overview of the organization, whose foundation is to serve Washington Agriculture. At the conclusion of her presentation, Ms. Kinney addressed questions from Mayor Guernsey and Councilmembers.

2. Eddon Boat Deck Structural Analysis – Consultant Services Contract.

Public Works Director Jeff Langhelm presented the background for this contract. He explained this contract is necessary due to the deterioration of the deck although not anticipated in the 2014 Budget.

MOTION: Move to authorize the Mayor to execute a Consultant Services Contract with Peterson Structural Engineers in an amount not to exceed \$3,743.00.
Ekberg / Arbenz – unanimously approved.

3. Public Hearing on Revenue Sources. Finance Director David Rodenbach explained this is an annual requirement in order to pass the property tax levy. He addressed questions.

Mayor Guernsey opened the public hearing at 6:30 p.m. No one came forward to speak and the public hearing closed. No action required.

4. Resolution No. 977 – 2014 Property Tax Levy and Resolution No. 978 – Excess

Property Tax Levy. Finance Director David Rodenbach presented information on both resolutions and asked for two separate motions.

MOTION: Move to adopt Resolution No. 977 as presented.
Payne / Perrow – unanimously approved.

MOTION: Move to adopt Resolution No. 978 as presented.
Payne / Perrow – unanimously approved.

5. First Public Hearing and First Reading of Ordinance – 2015-16 Proposed Budget.
Finance Director David Rodenbach introduced the city's first biennial budget. He described the changes that have been made since the budget hearing and addressed Council questions.

Mayor Guernsey opened the public hearing at 6:37 p.m. There were no public comments and the hearing closed.

Councilmembers shared their concerns and comments on the proposed budget. This will return for a second reading at the November 24th meeting.

CITY ADMINISTRATOR / STAFF REPORT:

City Administrator Ron Williams alerted Council that the Department of Ecology changed the scope of the required environmental review for the Eddon Boat parcels, doubling the cost of the consultant's contract. DOE is paying the entire amount through grants, but we need to authorize a new contract that will come on November 24th that will include approval of retroactive activity.

Public Works Director Jeff Langhelm gave an update on the Artwork, *Memory Vessel*, recently installed at the Bogue Viewing Platform. He explained that the dedication ceremony will be scheduled in Spring 2015 to allow the grasses to grow. He recognized the Public Works Crew for their assistance with the installation of the art piece.

PUBLIC COMMENT:

Mark Hoppen – 8133 Shirley Ave. Mr. Hoppen spoke in favor of the amendment to the height based exemption.

MAYOR'S REPORT / COUNCIL COMMENTS:

Councilmember Ekberg commented on the correction of the wet, Donkey Creek Trail and how well it turned out. Mr. Langhelm responded that the Public Works Crew did the work in September.

Councilmember Malich voiced concern with the size of parking stalls around the city. He asked if the minimum stall size could be revisited. Planning Director Jennifer Kester responded that it has been on the Planning Commission work program to look at a more holistic look at parking issues. She said this is on their long-range work program and she expects to bring this forward in 2015 for Council to prioritize.

Councilmember Payne promoted the trolley system as it eliminates parking. He then spoke of the Harbor History Museum upcoming event St. Michael's concert and dinner on November 21st. He said that this is an exceptional group and advocated for this wonderful event.

In recognition of Veteran's Day, Mayor Guernsey posted a photo of her Father, Jack Guernsey, a WWII Glider Pilot who was injured in a training accident.

ANNOUNCEMENT OF OTHER MEETINGS:

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

ADJOURN: The meeting adjourned at 6:57 p.m.



Washington State
Liquor Control Board

November 14, 2014

The Honorable Jill Guernsey
Mayor of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

RE: License 413812, Marijuana Retailer
UBI # 603-354-859-001-0001
Trade Name: NW Artifacts
LCB No. M-25,377

Dear Mayor Guernsey:

Enclosed for service upon you is the "Statement of Intent to Approve License."

Please note, in Section 4 of the attachment (LCB Case No. M-25,377), we will not be offering you the opportunity to request a hearing to appeal this threshold decision.

If you have questions concerning these documents, please contact Becky Smith, Marijuana Manager, at (360) 664-1645.

Sincerely,

A handwritten signature in blue ink, appearing to read "Alan E. Rathbun".

Alan E. Rathbun, Director
Licensing and Regulation Division
Washington State Liquor Control Board
Post Office Box 43098
Olympia, WA 98504-3098

Enclosures: Statement of Intent to Approve

cc: NW Artifacts LLC d/b/a NW Artifacts
Attorney General's Office, Government Compliance & Enforcement
Kevin McCarroll, WSLCB Adjudicative Proceedings Coordinator

**STATE OF WASHINGTON
WASHINGTON STATE LIQUOR CONTROL BOARD**

In the Matter of the Approval of the
marijuana license authorizing the privileges
as a Marijuana Retail license for:

NW Artifacts LLC
NW Artifacts
5775 Soundview Drive STE 103A
Gig Harbor, WA 98335

Location Address:

5775 Soundview Drive STE 103A
Gig Harbor, WA 98335

License Application No. 413812
UBI No. 603-354-859-001-0001

LCB No. M25,377

**STATEMENT OF INTENT TO
APPROVE MARIJUANA
RETAILER LICENSE**

The authority of the Washington State Liquor Control Board in this proceeding is based on the provisions of Title 69 Revised Code of Washington (RCW) and Title 314 Washington Administrative Code (WAC).

1. LICENSE HISTORY

- 1.1 Respondent has not held a Marijuana Retail License.

2. SUMMARY OF RELEVANT FACTS

- 2.1 The Mayor of Gig Harbor submitted a timely objection to the license approval for a Marijuana Retail License for NW Artifacts. The objection was based on a local moratorium. The objection was also based on the applicant's proposed location being within 1000 feet of the Community Transitions Program.
- 2.2 The Board found that local moratoriums are not within the Board's jurisdiction.
- 2.3 The Board found that the Community Transitions Program is a program that supports young adults as they transition to life after high school. It is publically owned and funded and is not registered with the Office of the Superintendent of Public Instruction.

3. RELEVANT AUTHORITY AND CONCLUSIONS

- 3.1 Consideration of the matters outlined in paragraph 2.1 is provided under the provisions of RCW 69.50.331(7).
- 3.2 Consideration of the matters outlined in paragraphs 2.1 and 2.3 is provided under the provisions of RCW 69.50.331(8) and WAC 314-55-010(21).
- 3.3 Paragraphs 3.1 through 3.2 above each establish a separate and independently sufficient basis for the decision.

4. REQUEST FOR APPROVAL

The below-signed Licensing and Regulation Division Director for the Washington State Liquor Control Board reviewed the following materials in making this decision:

- Report of Application prepared by Licensing Investigator Lynch dated October 14, 2014
- Letter to Local Authority dated May 14, 2014
- Local Ordinance 1301 provided by City of Gig Harbor
- Letter from Mayor of Gig Harbor dated May 20, 2014
- Letter from Attorney Mark Nelson (with exhibits) dated June 4, 2014

Based on those materials, having concluded as set forth above, intends to approve the Marijuana Retail License of NW Artifacts. The City of Gig Harbor is not granted an administrative hearing in appeal of this decision.

DATED this 14th day of November, 2014.

Alan E. Rathbun, Director
Licensing & Regulation Division

The Washington State Liquor Control Board has a policy of providing equal access to its services.

This document was mailed to the following people:

<p>The Honorable Jill Guernsey Mayor of Gig Harbor 3510 Grandview Street Gig Harbor, WA 98335</p>	<p>NW Artifacts LLC NW Artifacts 5775 Soundview Drive STE 103A Gig Harbor, WA 98335</p>
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**Business of the City Council
City of Gig Harbor, WA**

Subject: Resolution – Surplus Equipment

Proposed Council Action:

Adopt Resolution No. 979 declaring the specified equipment surplus and eligible for sale.

Dept. Origin: Public Works-Operations

Prepared by: Greg Foote, Superintendent *GF*
Public Works

For Agenda of: November 24, 2014

Exhibits: Resolution No. 979

Initial & Date

Concurred by Mayor: *GF 11-13-14*
Approved by City Administrator: *RW 11/13/14*
Approved as to form by City Atty: *N/A*
Approved by Finance Director: *QR 11/12/14*
Approved by Department Head: *DA 11/12/14*

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

Staff requests authorization to surplus the following equipment:

- 2003 Chevrolet Silverado 2500 4x4
- 1992 GMC 3500 Flatbed/Dump
- Oxygen/Actelene Welder
- Stanley Hydraulic Hammer
- Excel Pressure Washer
- Shor Ford Pickup F250 - Box & Bumper
- 1" Hydraulic Cylinders & Hose (2)
- Ingersol Rand Chain Hoist
- Honda GX 160 Engine
- Honda GX 390 13 hp Engine
- Used 4x4 Posts (pallet)
- 500' +/- Fence with 4" Steel Posts, 1-1/4" Top Rail & Stainless Cable Lower Rungs
- Self-Contained Breathing Apparatus (SCBA) (2)

This equipment is worn out and has been replaced and/or is obsolete.

FISCAL CONSIDERATION

Proceeds from the auctioning of these items will go to the General Fund.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Adopt Resolution No. 979 declaring the specified equipment surplus and eligible for sale.

RESOLUTION NO. 979

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

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

NOW, THEREFORE, the City Council of the City of Gig Harbor hereby resolves as follows.

To declare as surplus:

EQUIPMENT	Quantity	SERIAL / ASSET NUMBER	MODEL INFO.
2003 Chevrolet 2500 4x4	1	Vehicle #2010 Fixed Asset #01018 Serial #1GCHK24103E228857	License Plate #34678D
1992 GMC 3500 Flatbed/Dump	1	Vehicle #1012 Fixed Asset #01356 Serial #1GDJC34N6NE535925	License Plate #41835D
Oxygen/Actelene Welder	1	N/A	N/A
Stanley Hydraulic Hammer	1	N/A	HR-8
Excel Pressure Washer	1	XR2600 psi Fixed Asset #01223	2551004597
Shor Ford Pickup Box & Bumper	1	N/A	F250
1" Hydraulic Cylinders & Hose	2	N/A	N/A
Ingersol Rand Chain Hoist	1	N/A	THV005
Honda GX 160 Engine	1	N/A	GX160
Honda GX 390 Engine-13 HP	1	N/A	GX390
Pallet of Used 4x4 Posts	Pallet	N/A	N/A
500' +/- Fence w/4" Steel Post, 1-1/4" Top Rail & Stainless Cable Lower Rungs	N/A	N/A	N/A

	Self-Contained Breathing Apparatus (SCBA)	2	7-1215-1 / Fixed Asset #01106 7-1215-1 / Fixed Asset #01107	10022312
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PASSED ON THIS 24th day of November, 2014.

APPROVED:

MAYOR JILL GUERNSEY

ATTEST/AUTHENTICATED:

MOLLY M. TOWSLEE, CITY CLERK

FILED WITH THE CITY CLERK: 11/12/13
PASSED BY THE CITY COUNCIL: 11/24/14
RESOLUTION NO. 979



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

Subject: Resolution – Surplus Equipment

Dept. Origin: Information Services

Proposed Council Action:

Prepared by: Heidi Othman

Adopt Resolution No.980
Surplusing the city-owned equipment.

For Agenda of: November 24, 2014
Exhibits: Resolution 980

Initial & Date

Concurred by Mayor:

JO 11/18/14

Approved by City Administrator:

RW 11/18/14

Approved as to form by City Atty:

N/A

Approved by Finance Director:

[Signature] 11/17

Approved by Department Head:

[Signature] 11/18/14

Expenditure	Amount	Appropriation
Required \$0	Budgeted \$0	Required \$0

INFORMATION / BACKGROUND

The city has a surplus of antiquated equipment which needs to be properly disposed. This surplus occurred due to the replacement of outdated equipment.

FISCAL CONSIDERATION

The surplus equipment will be sold to either a recycling center or charity organization to be refurbished and reused.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Adopt Resolution No. 958 surplusing this city-owned equipment.

RESOLUTION NO. 980

A RESOLUTION OF THE CITY OF GIG HARBOR DECLARING CITY EQUIPMENT SURPLUS AND ELIGIBLE FOR SALE.

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

NOW, THEREFORE, the City Council of the City of Gig Harbor hereby resolves as follows.

To declare as surplus:

EQUIPMENT	Quantity	SERIAL #	Asset #.
Dell Precision M60	1	21ghr61	00175
Dell Precision M60	1	11ghr61	01206
Dell Precision M50 Pro1x	1	C7tlk21	01048
Dell Optiplex 745	1	73h6pd1	01542
Dell Precision T3400	1	92qbgh1	01706
Dell Precision T5400	1	Dfhp9g1	
Panasonic LT	1	cf-72xcjw9dm	n/a
<u>Monitors:</u>			
Dell 2001 FP	1	Cn-0c0646-46633-sc7-2h3s	n/a
Dell 2407 wfpb	1		
Dell 2407 fp	1	mx-0gm504-74262-825-192s	01588
Dell 2407 fp	1		
ViewSonic	1	bj402d-2nDLP-01456q3v064628710	01457

<u>Miscellaneous Items:</u>			
Ups'S Motorola CDM1550-LS Model #RSN4001A	1	73h6pd1	n/a
Keyboards	6		
Dead UPS's	2		
Nextel Blackberry 7100	1	401d8d42bb	n/a
<u>Printers</u>			
Savin 2535	1	SA2535	01071

PASSED ON THIS day of November 24, 2014

APPROVED:

MAYOR JILL GUERNSEY

ATTEST/AUTHENTICATED:

MOLLY M. TOWSLEE, CITY CLERK

FILED WITH THE CITY CLERK: 11/17/14
PASSED BY THE CITY COUNCIL: 11/24/14
RESOLUTION NO. 980



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

Subject: Street Name – Soundview Lane

Proposed Council Action: Approve the naming of the roadway within the Cozort residential short plat as “Soundview Lane”.

Dept. Origin: Building/Fire Safety

Prepared by: P. Rice

For Agenda of: November 24, 2014

Exhibits: Map and request letter

Initial & Date

Concurred by Mayor:

AG 11/18/14

Approved by City Administrator:

RW 11/18/14

Approved as to form by City Atty:

N/A

Approved by Finance Director:

DR 11/14

Approved by Department Head:

RL 11/17/14

Expenditure		Amount		Appropriation	
Required	0	Budgeted	0	Required	0

INFORMATION / BACKGROUND

The Cozort residential short plat is located on and accessed off of the east side of Soundview Drive. The developer has requested to name the private road serving the 3 parcel development “Soundview Lane”.

GHMC 12.12.030 (H) states that “Lanes or other street names with the (Pvt) designation shall be private roads”. The use of Soundview Lane is consistent with this requirement as the roadway is private.

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

Staff has reviewed the applicable codes and finds the naming of the road is approvable by Council in that private Lanes are not prohibited from carrying the name of the street from which they originate.

FISCAL CONSIDERATION

There is no fiscal impact to the City.

BOARD OR COMMITTEE RECOMMENDATION

The proposal was presented to the Planning & Building Committee on November 3, 2014 and the Committee had no objections.

RECOMMENDATION / MOTION

Move to: Approve the naming of the roadway within the Cozort residential short plat "Soundview Lane".

**7315 Soundview LLC
PO Box 206
Gig Harbor, WA 98335
253 381 1552**

October 29, 2014

Paul Rice
Building Office/Fire Marshall
City of Gig Harbor
5510 Grandview Street
Gig Harbor, WA 98335

RE: Street Name

Paul

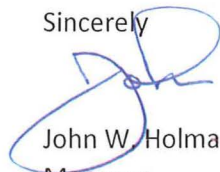
We are attempting to name "Road A" of the Cozort short plat, EN-14-0047, at 7315 Soundview Drive.

It is our understanding the "Road A" is a Lane. Could it be "Soundview Lane"?

Please let us know as soon as possible.

Thank you.

Sincerely

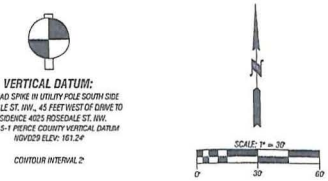


John W. Holmaas
Manager
7315 Soundview LLC

Attachment: Erosion Control map showing the site and "Road A."



IN A PORTION THE SW 1/4 OF THE NE 1/4 OF SECTION 8, TOWNSHIP 21
NORTH, RANGE 2 EAST, OF THE WILLAMETTE MERIDIAN PIERCE COUNTY, WASHINGTON



VERTICAL DATUM:
RAILROAD SPIKE IN UTILITY POLE SOUTH SIDE
ROSEDALE ST. NW, 45 FEET WEST OF GINETO
RECORDING 4015 ROSDALE ST. NW.
DIR. P15-1 PIERCE COUNTY VERTICAL DATUM
NOVEMBER ELEV: 101.24'
CONTOUR INTERVAL: 2'

- CONSTRUCTION NOTES:**
- INSTALL FILTER FABRIC FENCE AS PER DETAIL ON SHEET 3.
 - CLEAR AND GRUB THE EXISTING SITE WITHIN THE CLEARING LIMITS. THIS IS A 10' CLEARING LIMIT FROM THE PREVIOUSLY ACCEPTED EROSION CONTROL AND DEMOLITION PLANS.
 - PROTECT ALL EXISTING UTILITIES. MAINTAIN INSTALLED INTERCEPTION DRAINAGE. SEE DETAIL ON SHEET 3.
 - PROTECT ALL EXISTING UTILITIES. MAINTAIN INSTALLED SEDIMENT TRAP. SEE DETAIL ON THIS SHEET.
 - INSTALL CONSTRUCTION ENTRANCE AS PER THE DETAIL ON SHEET 3.
 - MAINTAIN TREE.
 - INSTALL INLET PROTECT AS PER DETAIL ON SHEET 3.
 - FILE LOCATIONS.
 - CONSTRUCT KEYSTONE RETAINING WALL DESIGNED BY OTHERS.
 - REMOVE EXISTING PAVEMENT.

- CONSTRUCTION SEQUENCE:**
- INSTALL AND ATTEND PRE-CONSTRUCTION MEETING WITH THE CITY OF GIG HARBOR.
 - REMOVE AND FILL NEW CLEARING LIMITS.
 - INSTALL AND GRUB WITHIN CLEARING LIMITS TO INSTALL NEW TEMPORARY EROSION CONTROL STRUCTURES.
 - CONSTRUCT ALL EROSION AND SEDIMENTATION CONTROL MEASURES AS SHOWN (TEMPORARY STRUCTURE ENTRANCE, INLET PROTECTION, AND FILTER FABRIC FENCE).
 - CONDUCT A SITE INSPECTION AND SEDIMENT CONTROL MEASURES SHALL BE INSPECTED AT LEAST EVERY 5 WORKING DAYS, AND WITHIN 24 HOURS OF A RAIN PRODUCING REMOVAL EVENT. THE CONSTRUCTION SHALL REPAIR OR REPLACE EROSION CONTROL MEASURES AS REQUIRED.
 - INSTALL FILTER FABRIC FENCES SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.
 - PROVIDE MULCHING AND HYDROSEEDING TO STABILIZED DISTURBED AREAS AND PREVENT TRANSPORT OF SEDIMENT-LOADED STORMWATER OFF-SITE.
 - CONSTRUCT PERMANENT STORMWATER MEASURES.
 - CONSTRUCT ROADWAY AS PER TYPICAL SECTIONS.
 - STABILIZE THE REMAINDER OF THE SITE.
 - CONTACT CITY OF GIG HARBOR FOR FINAL INSPECTION.

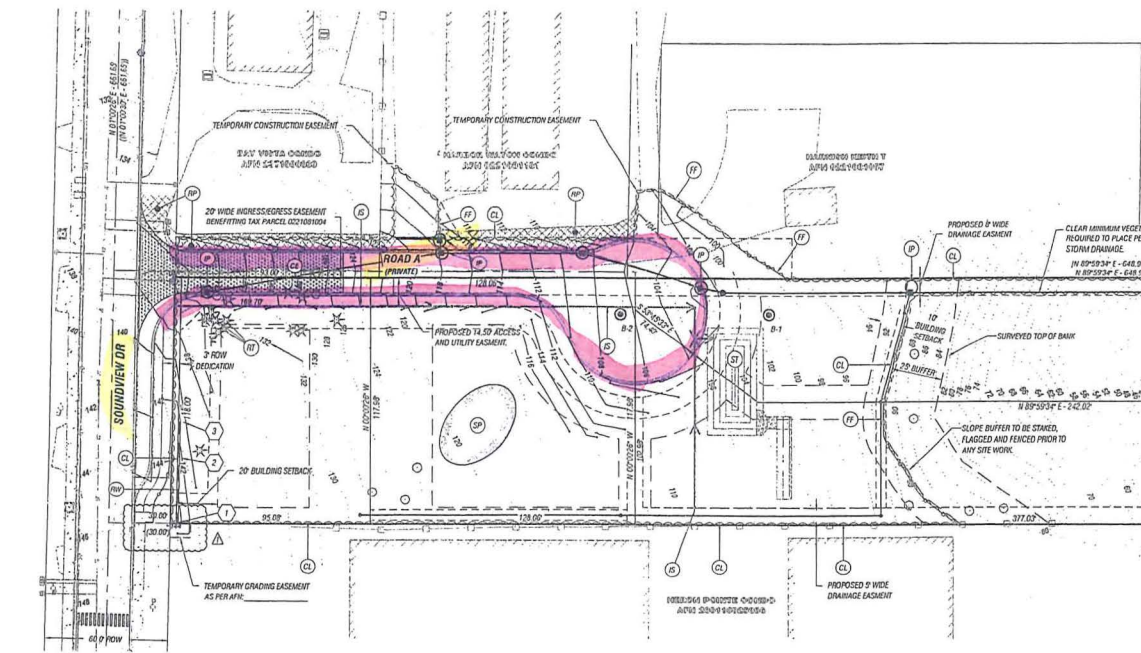
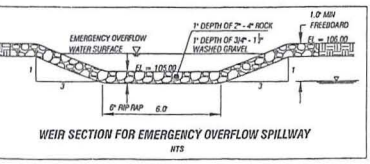
- TREE PROTECTION NOTE:**
TREE PROTECTION SHALL COMPLY WITH GIG HARBOR MUNICIPAL CODE 17.78.050 AND BY PARTICULARS:
- NO CONSTRUCTION ACTIVITIES SHALL TAKE PLACE WITHIN THE DROP LINE OF A TREE TO BE RETAINED WITHOUT EXTRA PRECAUTIONS AS RECOMMENDED BY A CERTIFIED ARBORIST. THE ARBORIST MAY INSTALL BARRICADES OR COMPACTIBLE SURFACE WITHIN THE AREA DEFINED BY THE DROP LINE IF IT IS DEMONSTRATED BY A QUALIFIED ARBORIST THAT SUCH ACTIVITIES WILL NOT ENDANGER THE TREE OR TREES.
 - ALL SIGNIFICANT VEGETATION TO BE RETAINED MUST BE PROTECTED DURING CONSTRUCTION BY INSTALLATION OF A PROTECTIVE BARRICADE. THIS WILL REQUIRE PRELIMINARY IDENTIFICATION OF THE PROPOSED AREA OF DISTURBANCE FOR SOFT INSPECTION AND APPROVAL. UPON INSTALLATION OF A PROTECTIVE BARRICADE BEFORE MAJOR OPERATION WITH HEAVY EQUIPMENT BEGINS. THE BARRICADE MUST BE MADE OF CYLINDRICAL STEEL POSTS OR 4x4x8 INCH BY FOUR INCH WOOD POSTS WITH CHAINLINK FENCE ATTACHED. FENCE POSTS SHALL BE EIGHT FEET ON CENTER CONNECTED WITH TWO INCH BY FOUR INCH TOP RAILS OR EQUIVALENT SUPPORT SYSTEM. FENCE HEIGHT MUST BE A MINIMUM OF FOUR FEET HIGH.

SOIL TYPE:
10C - HARDSTONE GRANVELLY SANDY LOAM

KEYSTONE WALL ELEVATION TABLE

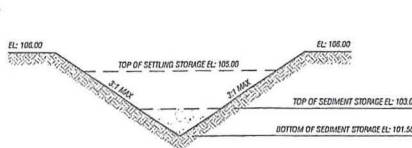
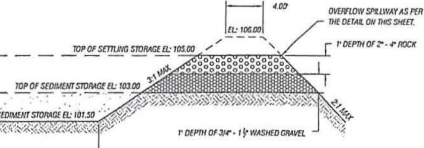
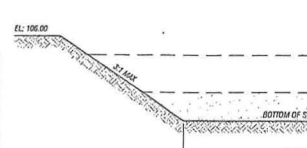
TOW	ROW	DELTA	
1	146.5	143.5	1.0
2	144.0	142.0	2.0
3	142.0	141.0	1.0

EMERGENCY CONTACT:
JOHN HELLMAS
5801 SOUNDVIEW DRIVE
GIG HARBOR, WA 98335
(253) 851-0251



LEGEND

EXISTING	LEGEND	PROPOSED
---	CONTOUR LINES (80')	---
---	CONTOUR LINES (20')	---
---	WATER LINE	---
---	CATCH BASIN	---
---	STORM LINE	---
---	FIRE HYDRANT	---
---	SEWER MANHOLE	---
---	POWER POLE	---
---	GUY WIRE	---
---	LUMINAIRE	---
---	ASPHALT CONCRETE PAVEMENT	---
---	CEMENT CONCRETE PAVEMENT	---
---	EDGE OF PAVEMENT	---
---	BUILDING	---
---	EASEMENT	---
---	CLEARING LIMITS	---
---	SILT FENCE	---
---	KEYSTONE RETAINING WALL	---
---	BONE HOLE (SEE GEOTECHNICAL REPORT)	---



REVISIONS

NO.	DATE	DESCRIPTION

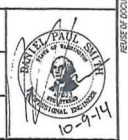
PacWest ENGINEERING, LLC
10209 Bridgeport Way SW, Suite C-1
Lakewood, WA 98499
Phone (253) 830-5960
Fax (253) 830-5999

DESIGNED BY: **D. SMITH**
DRAWN BY: **D. SMITH**
CHECKED BY: **B. SMITH**
APPROVED BY: **D. SMITH**
SCALE: **1" = 30'**
OTHER:

COZORT SHORT PLAT IMPROVEMENTS

FINAL
EROSION CONTROL PLAN

EN-14-0047
DRAWING NO. **09-514E.DWG**
SHEET 3 OF 16
3



PACWEST ENGINEERING, LLC AND THE DESIGN AND CONSTRUCTION OF THIS PROJECT IS NOT TO BE USED, WHOLE OR IN PART, FOR ANY PROJECT WITHOUT THE WRITTEN APPROVAL OF PACWEST ENGINEERING, LLC. © PACWEST ENGINEERING, LLC



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

Subject: Consultant Services Contract, Amendment #1, with Robinson Noble for additional testing required during the Phase II Environmental Assessment of the two parcels (3807 and 3809 Harborview Dr.) adjacent to Eddon Boat Park.

Proposed Council Action:

Authorize the Mayor to execute an amendment to the existing Consultant Services Contract with Robinson Noble in an amount not to exceed \$15,886.00.

Dept. Origin: Public Works/Engineering

Prepared by: Lita Dawn Stanton
Special Projects

For Agenda of: November 24, 2014

Exhibits: Consultant Services 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

JL 11/18/14

RW 11/18/14

Per email dated 11/18/2014

JR 11/18/2014

Expenditure Required	\$15,886.00	Amount Budgeted	\$634,000	Appropriation Required	\$0
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INFORMATION/BACKGROUND

In 2012, the City was awarded an RCO grant to purchase two parcels adjacent to Eddon Boat Park known as the Nikolich Property. Preliminary findings during a Phase I investigation of the property revealed that the site is currently on DOE's "Watch List" for contamination. An Integrated Planning Grant (IPG) was awarded to the City to conduct a records review, carry out a site characterization, complete a Remedial Investigations report, prepare a feasibility study, and conduct planning to evaluate cleanup options in order to make a decision about whether to proceed with the acquisition of the two parcels.

Current funding sources for the project:

RCO Grant.....	\$210,000
City Funds (match) ...	\$200,000
DOE Grant	\$140,000

As part of the Department of Ecology (DOE) grant funding, Robinson Noble has submitted a work plan for site sampling and analysis based on previous data generated for the site and historical information. Based on the revisions requested for this work plan by the DOE, additional boreholes and specific sampling sites are being required (See Exhibit B of the attached Contract Amendment #1).

FISCAL CONSIDERATION

This additional work will be paid for by DOE as a reimbursement grant. The original contract with Robinson Noble was for \$16,000 for a scope of work to conduct a records review, carry out a site characterization, complete a Remedial Investigations report, prepare a feasibility study, and conduct planning to evaluate cleanup options in order to make a decision about whether to proceed with the acquisition of the two parcels. This amendment in the amount of \$15,886.00 will incorporate the additional scope items and testing required by DOE as shown in Exhibit B)

BOARD OR COMMITTEE RECOMMENDATION

City Council Approved the decision to apply for IPG funds in order to evaluate environmental conditions prior to acquiring the property.

RECOMMENDATION/MOTION

Authorize the Mayor to execute a Consultant Services Contract, Amendment #1, with Robinson Noble for additional testing required during the Phase II Environmental Assessment in an amount not to exceed \$15,886.00.

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

THIS FIRST AMENDMENT is made to that certain Consultant Services Contract dated July 23, 2013 (the "Agreement"), by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Robinson, Noble & Saltbush, Inc., a corporation organized under the laws of the State of Washington (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently contracting with the Consultant for Phase II Environmental Site Assessment at 3807 and 3809 Harborview Drive (Eddon Boat Expansion Project);

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

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

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

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

Section 2. Compensation. Section 2(A) of the Agreement is amended to increase compensation to the Consultant for the work to be performed as described in **Exhibit A** in an amount not to exceed Fifteen Thousand Eight Hundred Eighty-Six Dollars and Zero Cents Dollars (\$15,886.00), as shown in **Exhibit B**, attached to this Amendment and incorporated herein.

Section 3. Duration of Work. Section 4 of the Agreement is amended to extend the duration of this Agreement to March 31, 2015.

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

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

CONSULTANT

CITY OF GIG HARBOR

By: 

Its Principal

By: _____
Mayor Jill Guernsey

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



**ROBINSON
NOBLE**

Exhibit A

November 18, 2014

Lita Dawn Stanton
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

Subject: Work plan revisions of the Phase II scope of work for 3807 and 3809 Harborview Drive

Dear Ms. Stanton

Robinson Noble, Inc. is pleased to present this revised cost estimate for the 3807 and 3809 Harborview Drive property located in Gig Harbor, Washington (Figure 1). The subject property includes Pierce County parcels 0221053121 and 0221053122, both owned by First Savings Bank Northwest (Bank).

Background

As part of the Ecology grant funding, we submitted a work plan on behalf of the City of Gig Harbor (City) to the Department of Ecology (Ecology). The work plan submitted on October 31 was a simplified sample and analysis plan based on the previous data generated for the site and limited historical information. On November 5 and November 10, Ecology provided comments on the work plan, including requests for additional sampling and analysis, and provided clarification on what types of analysis they would like to see for the site. Based on Ecology's comments, we have revised the scope of work for the project as detailed below.

Revised Scope

Based on the revisions requested by Ecology, we are proposing a series of 13 boreholes across the property with the addition of four surficial sampling sites. Boreholes B1 through B4 will be completed using direct-push drilling methods. Boreholes B5 through B13 will be completed using hand-auger methods with the assistance of a rotary-hammer drill. Table 1, below, summarizes the details of each of the boreholes, sample intervals, and analysis currently planned for the project. Figure 2, attached, displays the location of the proposed boreholes.

Table 1. Summary of the sampling and analysis plan

Sampling and analysis by borehole		
Borehole (drilling method)	Sample interval	Analysis planned
B1 (Direct push)	Soil/groundwater interface	Gx, Dx-Ext., VOCs
	Groundwater	Gx, Dx-Ext., VOCs, cPAHs, As/Pb
B2 (Direct push)	Soil/groundwater interface	Gx, Dx-Ext., VOCs
	Groundwater	Gx, Dx-Ext., VOCs, cPAHs, As/Pb
B3 (Direct push)	Soil/groundwater interface	Gx, Dx-Ext., VOCs
	Groundwater	Gx, Dx-Ext., VOCs, cPAHs, As/Pb

Lita Dawn Stanton
City of Gig Harbor
November 18, 2014
Page 2

Sampling and analysis by borehole		
Borehole (drilling method)	Sample interval	Analysis planned
B4 (Direct push)	Soil/groundwater interface	Gx, Dx-Ext., VOCs
	Groundwater	Gx, Dx-Ext., VOCs, cPAHs, As/Pb
B5 (Hand auger/rotary hammer)	0 - 0.5' bgs	cPAHs
	2' bgs	cPAHs
	5' bgs	Gx, Dx-Ext., VOCs
	Soil/groundwater interface	Gx, Dx-Ext., VOCs
	Groundwater	Gx, Dx-Ext., VOCs, cPAHs, As/Pb
B6 (Hand auger/rotary hammer)	0 - 0.5' bgs	cPAHs, PCBs, MTCA 5 metals
	2' bgs	cPAHs, PCBs, MTCA 5 Metals
	Soil/groundwater interface	Gx, Dx-Ext., VOCs
	Groundwater	Gx, Dx-Ext., VOCs, cPAHs, As/Pb
B7 (Hand auger/rotary hammer)	0 - 0.5' bgs	cPAHs,
	2' bgs	cPAHs,
	Soil/groundwater interface	Gx, Dx-Ext., VOCs
	Groundwater	Gx, Dx-Ext., VOCs, cPAHs, As/Pb
B8 (Hand auger/rotary hammer)	0 - 0.5' bgs	cPAHs, PCBs, MTCA 5 metals
	2' bgs	cPAHs, PCBs, MTCA 5 metals
	3' bgs	cPAHs
	5' bgs	Gx, Dx-Extended, VOCs, cPAHs*
B9 (Hand auger/rotary hammer)	0 - 0.5' bgs	cPAHs
	2' bgs	cPAHs
	3' bgs	cPAHs
	5' bgs	Gx, Dx-Extended, VOCs, cPAHs*,
B10 (Hand auger/rotary hammer)	0 - 0.5' bgs	cPAHs,
	2' bgs	cPAHs,
	3' bgs	cPAHs
	5' bgs	Gx, Dx-Extended, VOCs, cPAHs*
	Soil/groundwater interface	Gx, Dx-Ext., VOCs, cPAHs
	Groundwater	Gx, Dx-Ext., VOCs, cPAHs, As/Pb
B11 (Hand auger/rotary hammer)	0 - 0.5' bgs	cPAHs
	2' bgs	Gx, Dx-Extended, VOCs, cPAHs, cPAHs
	3' bgs	cPAHs
	5' bgs	Gx, Dx-Ext., VOCs, cPAHs*

Lita Dawn Stanton
City of Gig Harbor
November 18, 2014
Page 3

Exhibit B

Sampling and analysis by borehole		
Borehole (drilling method)	Sample interval	Analysis planned
B12 (Hand auger/rotary hammer)	0 - 0.5' bgs	cPAHs, PCBs, MTCA 5 metals
	2' bgs	cPAHs, PCBs, MTCA 5 metals
	3' bgs	cPAHs
	5' bgs	Gx, Dx-Extended, VOCs, cPAHs*
B13 <i>S2 Location</i> (Hand auger/rotary hammer)	3' bgs	cPAHs
	5' bgs	cPAHs*
Ss14, Ss15, Ss16, Ss17	0 - 0.5' bgs	cPAHs

cPAHs* samples placed on HOLD depending on results of other analyses

Due to the limited space available on the upland portion of the site, a temporary parking strip and sidewalk closure of Harborview Drive will be required from the City. This scope of work does not include costs for permitting of the temporary closures or signage. If the City desires Robinson Noble to handle these items, we will provide an additional cost estimate.

The drilling and hand augering will take place over two days. The temporary sidewalk and parking closure will only be required for the first day of drilling. Soil cuttings, purge water, and wash water will be temporarily stored on the site in 55-gallon drums. A disposal contractor will need to dispose of the drums. The disposal of the drums can likely proceed following the laboratory analysis from this study. We will provide the City with the estimated cost of disposal based upon the profiling completed by the study or upon additional analysis, if it is required, by the disposal agency. The drum disposal and additional analysis, if needed, will be billed on a time-and-expense basis and is not included in the cost estimate below.

Soil and groundwater samples will be submitted to an environmental laboratory. Some analyses will be completed on an expedited basis using mobile laboratory rates. Those samples not using mobile lab rates will be analyzed using a 48 hour (rush) turn-around. Following receipt of the laboratory analysis, we will write a letter report summarizing the results of the project and include recommendations. If additional work is recommended to resolve environmental conditions, we will prepare a detailed scope of work for further site characterization and remedial planning.

Cost Estimate

The total cost of the project is estimated to be approximately \$31,886. This is an increase to the original scope amount of \$16,000 by a total of \$15,886. Table 2, below, summarizes the cost for the project.

Table 2. Cost Estimate Summary

Party	Work performed	Estimated cost
Robinson Noble	Scheduling/reporting, hand augering, field observation and sampling	\$8,075
Holt Services, Inc.	Environmental drilling /factor truck	\$5,175
Libby Environmental	Laboratory analysis	\$17,676
Miscellaneous	Expendables, equipment rentals, etc.	\$960
Overall project total		\$31,886

Lita Dawn Stanton
City of Gig Harbor
November 18, 2014
Page 4

Closing

Robinson Noble works on a time-and-expense basis according to the attached General Fee Schedule. This estimate will remain valid for 90 days from the date of this scope.

This project estimate does not include costs for any extra insurance, business licenses or fees, or applicable local taxes that might be necessary to complete the project. We will request that these additional costs be added to the above total estimate when they become known to us. Rental costs for our standard field equipment and any specialized equipment as detailed in this scope are included in the above estimate. Should additional equipment be deemed necessary or warranted in order to properly complete the project, we will submit a change in scope request with estimated costs based on the equipment rental schedule included in the General Fee Schedule. Should you decide to pursue some or all of the work discussed above, we can work under an amendment to our existing consultant services contract for this project executed on October 28, 2014.

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

If you have questions or need additional information, please contact us by phone or via email at mbrady@robinson-noble.com or jhildenbrand@robinson-noble.com. Thank you for the opportunity to assist the City with the above referenced site.

Respectfully submitted,
Robinson Noble, Inc.



Michael P. Brady, LG
Senior Project Geologist



John Hildenbrand
Principal Environmental Scientist
Environmental Services Manager

attachments



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

Subject: Employees' Guild Contract and Supervisors' Guild Contract

Proposed Council Action:

Approve the Employees' Guild Contract for the years 2015 – 2017 as shown in Exhibit A to this Council Bill.

Approve the Supervisors' Guild Contract for the years 2015 – 107 as shown in Exhibit B to this Council Bill.

Dept. Origin: Administration
Prepared by: Mary Ann McCool, HR Analyst *mam*
For Agenda of: **November 24, 2014**
Exhibits: Exhibit A – Employees' Guild Contract
Exhibit B – Supervisors' Guild Contract

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Initial & Date

g0 11/18/14

ZW 11/18/14

N/A

DF 11/18/14

mam 11/18/14

Expenditure	Amount	Appropriation
Required Approx. \$40,000 - \$70,000	Budgeted Approx. \$40,000 - \$70,000	Required \$0

INFORMATION / BACKGROUND

The Employees' Guild contract and the Supervisors' Guild Contract will both expire on December 31, 2014. Over the past few months, the City has been in negotiations with the Employees' Guild and the Supervisors' Guild for successor contracts for the years 2015 – 2017. As a result of the negotiations, the attached agreements are before the City Council for consideration and approval.

Employees' Guild Contract:

Executive Assistant and Assistant City Clerk Reporting Relationships and Guild Membership. At the request of the incumbents and with the approval of the City and the Employees' Guild, beginning on January 1, 2015, the Executive Assistant position will report to the Public Works Director instead of the City Clerk. The Executive Assistant position will remain in the Employees' Guild. The Assistant City Clerk position will report to the City Clerk instead of the Public Works Director. Additionally, the Assistant City Clerk position will no longer be included in the Employees' Guild and will be a confidential, unrepresented position.

Payroll/Benefits Administrator Range Adjustment. For the duration of the contract, continue to maintain a minimum 20% spread between the top step of the Payroll/Benefits Administrator and Finance Technician salary ranges (using top step of the Finance Technician as the denominator in the equation.)

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Employees' & Supervisors' Guild Contracts for years 2015 – 2017
Page 2

Permit Technician Range Adjustment. The salary range for the Permit Technician job classification will be banded with the Assistant Planner job classification.

Special Projects Coordinator. This position will be abolished on December 31, 2014.

Maintenance Technician. Continue above-mid-range requirements that must be achieved before any incumbent in the position can progress above the midpoint of the salary range.

CDL Class B/Tanker Endorsements. Continue to require CDL Class B/Tanker Endorsements for all maintenance technicians. There are up to three incumbents who do not have a CDL, who have been grandfathered from this requirement.

Summer Laborers. The City may continue to hire non-guild, temporary summer laborers to help with seasonal workload demands. These employees will work full-time and be paid a lower hourly rate – roughly between minimum wage and \$15.00 per hour. These temporary employees will not have benefits other than those required to be paid by the City under state and federal laws. They will generally perform “unskilled” manual labor work, landscaping and janitorial services. The City anticipates needing their services between the beginning of May and the first half of September of each year.

Supervisors' Guild Contract:

Overtime Pay Calculation. The contract language defining overtime for managers, directors and administrators has been changed from beginning at 45 hours to 40 hours.

Temporary Appointment Clarification. Language clarification replacing “employee” with “supervisor” and “supervisory position” to “acting appointment.”

Employees' Guild and Supervisors' Guild Contracts:

Cost of Living Adjustment (COLA). The Annual Cost of Living Allowance is capped at 3.0% (0% minimum), calculated at 100% of the June Seattle-Tacoma-Bremerton Consumer Price Index (CPI.) The COLA for 2015 will be 2.2%.

Medical Benefits. Current medical insurance, dental insurance, disability insurance, life insurance, and retirement plans will be maintained. The City will pay 100% of the employee's premium. Employees' will continue to contribute to first dependent medical premiums at the same level (5%) as the second, third and fourth dependent premiums. For every dependent medical premium percentage increase above 10%, the employee's contribution to the dependent contribution to the medical premium will increase by the same amount, up to a maximum employee contribution to dependent premiums of 10%.

Discretionary Performance-Based Pay Program. In an effort to attract and retain talented employees, the City has agreed to offer some additional performance-based incentives to eligible employees as described herein. Discretionary Performance-Based Pay (DPBP) is intended to recognize employees who perform beyond their employment duties as described in

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Employees' & Supervisors' Guild Contracts for years 2015 – 2017
Page 3

the job descriptions and who provide excellent value and exceptionally high quality service that benefits the City of Gig Harbor.

DPBP is only available to employees who are no longer eligible for performance pay increases because they have reached the maximum level of their salary range. The percentage awarded will range from 0.5% to 4% in defined incremental amounts of 0.5% or greater. The supervisor, in collaboration with each eligible employee, shall set specific goals and/or criteria that will result in providing excellent value or exceptionally high quality service. The goals and/or criteria shall be included in the employee's annual performance evaluation, along with associated percentages of pay for achieving each of the goals and/or criterion.

The plan for each employee must be approved in advance by the City Administrator, with input from Human Resources. Any DPBP awarded will be calculated solely the employee's annual base salary. At the end of the review period, the supervisor shall meet with the employee to determine which, if any, of the plan elements have been achieved and therefore, determine what percentage of pay, if any, has been earned by the specific employee. The City Administrator shall review the decisions of the supervisor regarding DPBP and retains the discretion to reject the supervisor's decision in the event the plan elements have not been achieved.

To receive DPBP, the employee must be in good standing, with no pending or imposed disciplinary actions during the previous 12 months of the review period. This program is a pilot program and shall expire on December 31, 2017.

Contract Term. The effective date of both the Employees' Guild Contract and the Supervisors' Guild Contract will be from January 1, 2015 through December 31, 2017.

FISCAL CONSIDERATION

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Approve the Employees' Guild Contract for the years 2015 -2017, as shown in Exhibit A the Supervisors' Guild Contract for the years 2015 – 2017, as shown in Exhibit B to this Council Bill.

AGREEMENT**By and Between****CITY OF GIG HARBOR****And****GIG HARBOR EMPLOYEES' GUILD****2015 - 2017****PREAMBLE**

This Agreement is made and entered into by and between the City of Gig Harbor, hereinafter referred to as the "Employer", and the Gig Harbor Employees' Guild, hereinafter referred to as the "Guild". The purpose of this Agreement is to set forth the entire understanding reached between the parties with respect to wages, hours of work and conditions of employment for employees of the Employer who are represented by the Guild as set forth in Article I herein.

ARTICLE 1 - RECOGNITION

The Employer hereby recognizes the Guild as the exclusive bargaining representative for employees employed by the Employer as certified by the State of Washington, Department of Labor and Industries in Case No. 09524-E-91-01579, issued July 20, 1992. The bargaining unit covered by this Agreement shall include those regular employees working full time and regular part time employees working 20 hours or more per week as non-uniformed personnel for the Employer, but shall not include those employees who are non-represented and those represented by other guilds. Job classifications are described more specifically in the City of Gig Harbor Personnel Regulations. The Police Services Specialist and Community Service Officer positions, through inclusion in this contract, waive the right to also participate in Civil Service.

ARTICLE 2 - MEMBERSHIP

Section 1. Excepting seasonal laborers as provided in Section 3, all employees who are members of the Guild on the effective date of this Agreement and all employees who may become members thereafter during the life of this Agreement shall as a condition of employment remain members of the Guild in good standing for the term of this Agreement.

Section 2. The Employer agrees to deduct monthly dues uniformly required in the bargaining unit from employees who voluntarily execute a wage assignment authorization form. The Employer shall transmit such deduction to the Guild by check payable to its order. Upon issuance and transmission of such deduction the Employer's

responsibility shall cease with respect to such deductions.

The Guild and each employee authorizing the assignment of wages for payment of Guild dues hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits, or other forms of liability that may arise against the Employer for or on account of any deduction made from wages of such employee.

Section 3. In its prerogative, the Employer may hire non-guild, full-time temporary laborers to assist with seasonal workload demands subject to the following restrictions: 1) The temporary employees will receive no Employer paid benefits other than those required to be paid by the employer under state and federal law, and be paid at a lower hourly rate than the hourly rate paid bargaining unit employees doing comparable work (roughly minimum wage to \$15 per hour). The actual rate to be determined from time to time by the Employer. 2) The work generally performed will be "unskilled" manual labor work, landscaping, and janitorial services and generally performed during the months of May through the first half of September of each year. 3) The workers will supplement and not displace any bargaining unit employees. The City will terminate temporary laborer positions before layoffs of employee guild positions in Public Works Operations occur. Temporary laborers shall not be included in the bargaining unit.

ARTICLE 3 - NONDISCRIMINATION

Section 1. The Employer and the Guild agree that the administration and application of this Agreement shall be consistent with applicable state and federal laws regarding nondiscrimination in employment.

Section 2. No employee covered by this Agreement shall be discriminated against because of his/her membership or non-membership in the Guild, or lawful activities on behalf of the Guild; provided, however, that such activity shall not be conducted during working hours nor be allowed to interfere with the Employer's operations except as defined herein.

ARTICLE 4 - HOURS OF WORK AND OVERTIME

Section 1. Normal workweek. The normal workweek, with a period beginning on Monday and ending on Sunday, shall consist of forty (40) hours. The normal workday shall consist of eight (8) hours per day in each of five (5) consecutive days or four (4) consecutive, ten (10) hour days. The normal workday may be adjusted by the City Administrator in order to allow flexible work schedules (e.g., 9-80) or to require additional hours of work. The normal workweek and workday are goals. The normal workweek and workday schedules shall be defined by the Mayor or the Mayor's designee. The work year shall consist of two thousand and eighty (2,080) hours.

Section 2. Overtime. Overtime as used in this Agreement shall mean hours worked in excess of 40 hours in an established consecutive 7 day work period. Used sick leave, vacation and holidays shall count toward hours worked for the purpose of calculating

overtime. Compensation for overtime shall be as set forth in subsections A through H of this article.

- A. All overtime must be authorized in advance by the City Administrator or the respective department head, except in cases of emergency.
- B. Overtime shall be compensated at the rate of one-and-one half (1-1/2) times the regular straight-time pay (monthly salary x 12 /2080) for overtime worked as defined in this section (time worked in excess of 40 hours in a work week) except for holidays and for hours worked on the last day off before the start of the next work week. Overtime shall be compensated at the rate of two times the regular straight time pay for holidays and for hours worked on the last day off before a work week (Sunday for employees working a normal Monday through Friday work week).
- C. Employees will receive a minimum of 3 hours of overtime pay for work requiring a return to work from home, or other non-work location during the employees regularly scheduled time off or while on call, such as for emergencies or meetings called by the employer. The pay rate for overtime worked under this paragraph will be determined according to Section 2B above.
- D. Mandatory training on a regularly scheduled day off required by State, City or Departmental regulations as determined by the respective department head shall be compensated at one-and-one-half (1-1/2) times the employee's straight-time base hourly rate of pay with a minimum of two hours overtime compensation.
- E. The option to compensate by compensatory time shall be arranged by mutual agreement between the Employer (City Administrator, Department Head or manager) and the Employee. The compensatory time shall be used within a reasonable period of time and may be denied by the Employer only if it would cause an undue hardship to the city's operation. Accrued compensatory time off shall be used at a time mutually agreeable to Employer and the Employee. Employees may accrue a maximum of 80 compensatory time-off hours. If the employee works over time hours and has reached his/her maximum compensatory time hours, he/she shall be paid his/her regular pay according to Section 2b above.
- F. Any employee required to return to work while on vacation shall earn pay at the employee's overtime rate for his/her scheduled shift. In addition, monetary compensation shall be paid to said employee for reimbursement of any actual expenses regarding the rescheduling of hotel/motel, airfare, etc.
- G. When a member of the Guild completes an unscheduled shift in which 4 or more hours fall between the hours of 6:00 P.M. and 6:00 A.M. he/she shall be entitled to overtime pay according to Article IV, section 2 for those hours worked between 6:00 P.M. and 6:00 A.M. In order for a shift to be scheduled, at least 24 hours' notice must be given to the employee prior to the start of the shift.

- H. If a scheduled meeting occurs outside an employee's regular shift and involves the use of overtime, a minimum of one hour of overtime shall be earned. In order to qualify, the meeting must begin after 6:00 P.M.

Section 3. Workweek. The Employer retains the right to schedule the workweek in any manner, which may be required in order to meet the needs of the community.

ARTICLE 5 - WAGE RATES

Section 1. Wages and Salary Survey.

- A. **Wages.** Effective January 1, 2015, members of the Guild shall receive a cost-of-living increase in their salaries of up to three percent (3%). The salary schedule (see Attachment "A"), reflects adjustments required due to salary range adjustment and to the cost of living increase for 2015.

Effective January 1, 2016, members of the Guild shall receive a cost of living wage increase in the salaries based on 100% of the annual increase of the June 2015 Seattle-Tacoma-Bremerton CPI-W, but not less than 0% nor greater than 3%.

Effective January 1, 2017, members of the Guild shall receive a cost of living wage increase in the salaries based on 100% of the annual increase of the June 2016 Seattle-Tacoma-Bremerton CPI-W, but not less than 0% nor greater than 3%.

- B. **Salary Survey.** The Employer shall initiate a salary survey of employee wage rates during the last year of this Agreement, for the purpose of making appropriate salary range adjustments to be included in the City's Budget effective on January 1 of the following year. The Employer shall analyze the appropriate wages for members relative to a selected group of cities agreed to by the parties. The Guild will be given the opportunity to participate and provide input in the survey process; the AWC salary survey book shall not be the exclusive source for determining salaries in comparable cities. The results of this survey shall be compared with the current-year salary ranges of Guild members at that time, and if the survey results disclose that the salary range midpoint for any Guild position is two and one-half percent (2.5%) or more below the survey range mid-point for that position, then the City will:

1. Adjust the salary range midpoint for an identified position to conform to 100% of the salary survey midpoint.
2. Construct a salary range for this identified position around the adjusted salary midpoint, consistent with the City's past practice.

In the event that there is disagreement between the Employer and the Guild regarding the process or the results of the survey, issues related to the survey or

the appropriate salary adjustments, the Guild and the City agree to discuss and negotiate the disagreement in good faith. If the parties are not able to resolve the disagreement by discussion/negotiation, the disagreement shall be folded into the successor contract negotiations between the parties.

- C. **Night Shift Differential:** When a guild employee works a shift 75% or more of which falls between the hours of 5:00 p.m. to 8:00 a.m., the employee's compensation for the entire shift shall be increased by 5% over the employee's base hourly rate of regular pay.

Section 2. Salary range. Movement within each salary range shall be as shown within Attachment "B".

Section 3. Mileage. Mileage shall be paid as prescribed by City Ordinance Chapter 2.28.010.

Section 4. Education reimbursement. Upon satisfactory completion of a job-related educational course, when the employee who desires to take the course has prior written approval from the City Administrator, the City shall reimburse the employee for the educational course up to a maximum rate of two hundred dollars (\$200.00) per credit hour for undergraduate courses and four hundred dollars (\$400.00) per credit hour for graduate courses. The City agrees to reimburse reasonable expenses for textbooks required for such course and will retain such textbooks in the department of the respective Department Head. No employee shall receive a total credit reimbursement of over \$1,600 for undergraduate courses and \$3,000 for graduate courses in a given budget year. All reimbursements shall be taken from specifically budgeted line items. Based on the standards of the institution, a passing grade must be obtained in a given course in order for that course to be reimbursed. Upon the request of the City Administrator, an employee who is enrolled in a program leading to a two or four year degree shall submit evidence that the employee's accumulative GPA in the academic program is equivalent to 3.0 (on a 4.0 scale). An employee in such a program must maintain a 3.0 accumulative GPA or greater in order to qualify for tuition reimbursement. Any course that does not qualify for reimbursement at the end of the evaluation period for that course shall be ineligible for retroactive reimbursement.

Section 5. Meal Pay. If an employee is required to work through any meal period he/she shall receive a reasonably priced meal. The employer shall provide the meal or reimbursement.

Section 6. Layoff Procedure. The City may determine to lay off employees because of lack of work, lack of funds, or reorganization. At least one week prior to finalizing layoff plans the City will notify the Guild, in writing, to permit the Guild to consult with the City regarding the necessity to layoff employees as well as the methods of implementing the layoff.

The primary order of layoff will be determined by length of service within a classification with consideration of knowledge and skill level when length of service is equal.

No regular full-time employee will be laid off while another employee in the same classification is employed on a probationary or temporary basis. Under no circumstances shall part time positions be used to fill full time positions in order to avoid the payment of benefits. It is the intent of the city not to create part time jobs for the purpose of avoiding the payment of benefits.

The City shall provide three (3) months' notice to employees scheduled for layoff and shall provide \$1,500 to an employee designated vendor or reimbursement during the three (3) month notification period, for career counseling and retraining. Approved and designated funds shall be available and may be expended solely within twelve (12) months of the notice of termination.

- a. **Bumping Rights.** An employee scheduled for layoff may exercise bumping rights to a position previously held by the employee in the Gig Harbor Employees' Guild and the Gig Harbor Supervisors' Guild as long as the employee who is exercising bumping rights pursuant to this provision has seniority. For purposes of this section, seniority is measured by cumulative length of service with the City of Gig Harbor, over the person to be bumped. Seniority shall be broken and service credits will not accumulate after an involuntary termination of employment, voluntary quit, a layoff of more than twenty-four months or an absence of more than twelve months as a result of an occupational injury, disability or illness. However, a leave of absence, approved by the City in writing, or mandatory furlough shall not interrupt seniority, but service credits shall not be accrued during such leave of absence or furlough. Bumping to a position with the municipal court requires the approval of the Judge. See General Rule 29(f)(5)), Washington Court Rules.
- b. **Timing.** Notification of layoff for each position to be vacated shall be deemed to be effective when the initial notice of layoff is provided to an employee. An employee must give notice within five (5) working days from notice of layoff to exercise bumping rights.
- c. **Transfer in Lieu of Layoff.** An employee scheduled for layoff may request, and the City will consider a transfer to a vacant position for which that employee is then currently qualified.
- d. **Recall Rights.** An employee who has been laid off will be placed on a recall list for a period of two (2) years. If the City determines that a position from which an employee has been laid off will be filled, it will recall employees from the recall list, recalling the employee with the longest length of service, in that classification, first. The employee has the duty to maintain his/her current address with the City.

ARTICLE 6 - VACATIONS

Vacations with pay shall be granted annually to all full-time employees based upon the following schedule:

Earned Working	Working Days
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Months of Service	Hours per Month	per Year Max.
0 - 12	6.67	10

During months 13 - 192 (2nd through 16th year), an additional .67 vacation hours per month (8 additional hours per year) shall be earned. The annual earned vacation rate shall not exceed 208 hours per year. Accumulated vacation balance shall not exceed 336 hours at any one time. Accumulated vacation balance shall not exceed 240 hours at year-end (December 31). With prior written approval by the City Administrator, employees who have reached the 240 hour maximum accrued vacation balance and are not able due to no fault of their own to take a sufficient amount of time off in order to avoid losing vacation hours may sell back a maximum of 15 vacation days to the city at year-end. All other accumulated vacation hours in excess of 240 hours at year-end will be lost without compensation.

ARTICLE 7 - HOLIDAYS

The following holidays shall be recognized by the City as City holidays:

New Year's Day	January 1
Martin Luther King Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25
*2 Floating Holidays	(taken at employee's discretion)
2 Unpaid Holidays for Reasons of Faith or Conscience	(taken at employee's discretion)

* An employee must be on the payroll a minimum of 90 days to receive the floating holiday.

If a holiday falls on a Saturday (or the day following the employee's regular workweek) it shall be observed on the preceding day. A holiday falling on a Sunday (or the day preceding the employee's regular work week) shall be observed on the following day.

If a Department Manager directs an employee to work on a paid holiday, the employee shall receive pay at two times his/her regular straight-time hourly rate for the actual time worked.

Holidays observed during vacation or sick leave shall not be charged against such leave.

ARTICLE 8 - MEDICAL BENEFITS

Section 1. The Employer shall pay 100% of the monthly premium for the following benefit plans for the Guild employee with no dependents. The employee will contribute 5% of the medical premium for spouse, second, and third dependents each. Employees shall contribute to all dependent medical premiums (including the first dependent) at the rate of 5%. For monthly premiums due for the months of January 2015, 2016, and 2017 and for each month thereafter, the employee's contribution to the dependent medical premiums shall increase (over the then current 5% contribution) equal to the percentage point increase, if any, over 10% of the previous year's premium up to a maximum employee contribution to dependent medical premiums of 10%. (For example, if the dependent medical premiums increased by 13% in 2015, the City would cover the first 10% increase, and the employee the additional 3%. The 3% would be added to the 5% currently paid, and the employee would contribute 8% to the dependent medical monthly premium.) In no case shall the employee's share of dependent medical premium(s) exceed 10% of the total dependent medical premium(s). An employee's spouse shall be considered a dependent for purposes of this section.

- 1) Medical - Association of Washington Cities Regence HealthFirst Plan
- 2) Dental - AWC Trust (Plan F - Washington Dental Service) with Orthodontia Option III.
- 3) Vision - AWC Trust (Western Vision Service Plan).

The City will pay employees who have no dependents covered on the City-sponsored medical plan \$125 per month. The City will pay all associated administrative and monthly fees.

ARTICLE 9 - LEAVES

Section 1. Sick leave. Full-time employees shall accrue sick leave at the rate of one day per calendar month for each month compensated. Sick leave is accumulated to a maximum of one hundred and eighty (180) days. Sick leave may be used for time off with pay for bona fide cases of incapacitating illness, injury, disability or for care of dependents as required by state law. Abuse of sick leave shall be grounds for suspension or dismissal.

Section 2. Return to work. A medical certificate may be required when there is cause to suspect sick leave abuse; to assist agencies in protecting the employees from returning to work too soon following an illness or injury; or to protect fellow employees or clients from contagious illness. A medical certificate must be required if the reason was personal illness as cited in WAC 356-18-060 (1)(a), (b), or (c), and continued for more than four continuous workdays.

Section 3. Sick leave bonus. An employee who has taken no sick leave during any six (6) month period shall receive, as a bonus, one annual day off or one day's pay

(eight hours) for each period during the term of this Agreement. It shall be the responsibility of the employee to notify the City of the employee's eligibility of the bonus day(s). Upon retirement or voluntary termination twenty-five percent (25%) of unused sick leave shall be paid to an employee with five years or more of continuous city employment. Upon involuntary termination, where the Mayor alone grants this benefit at the Mayor's sole discretion, twenty-five percent (25%) of unused sick leave shall be paid to an employee with five years or more of continuous city employment. Upon death, one hundred (100%) percent of sick leave will be paid.

Section 4. Use of sick leave. Sick leave may be used for the following:

- a. Personal illness or physical incapacity resulting from causes beyond the employee's control.
- b. Medical or dental treatment of the employee or his/her dependents.
- c. Illness within the immediate family (spouse or dependents) necessitating the employee's absence from work).
- d. Maternity or paternity purposes relating to childbirth or related circumstances.

Where practicable, notification of absence due to illness or injury shall be given to the relevant supervisor as soon as possible, but no later than one-half hour after the start of the work day. Failure to so notify shall cause the leave so taken to be construed as leave without pay and may result in disciplinary action.

Section 5. Bereavement Leave. A regular full-time employee may be granted up to five (5) days of leave without loss of pay because of death of a member in the immediate family. Leave over five days per death shall be charged to Sick Leave. For purposes of this section, immediate family shall be defined as husband, wife, children, step-children, mother, father, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, grandparents-in-law, brother or sister of the employee and others as authorized by the City Administrator.

Section 6. Military Leave. In accordance with RCW 38.40.060, eligible employees shall receive employer pay up to fifteen (15) days during each calendar year.

Section 7. Jury Duty. While on jury duty, or while appearing as a legally required witness, any jury duty pay received by the employee during such leave shall be deducted from the employee's base pay. Travel time will be granted in the calculation of this deduction.

Section 8. Funeral Participation. An employee may be granted up to three (3) hours time off, without loss of pay, accrued vacation, or sick leave, to participate in a funeral ceremony when first approved by the respective department head.

Section 9. Voting. When an employee's work schedule is such that he/she cannot vote prior to or after the normally scheduled working hours, he/she shall be allowed time off to vote without loss of pay, accrued vacation, or sick leave.

Section 10. Emergency call-outs. Emergency call-outs before and after normal working hours. Employees shall be given the discretion to take up to six hours for rest after being called out for emergency work. Any normal work hours missed during this rest period shall be considered as sick leave time. The rest period time shall be deducted from the employee's accumulated sick leave. Any time taken in addition to the six-hour rest period shall be considered vacation time and shall be deducted from the employee's accumulated vacation time. Time taken for a rest period shall not be counted against the employee's time earned towards a bonus day off as described in Section 3 of this Article.

ARTICLE 10 - BENEFIT PLAN

Section 1. Statewide pension plan. The Employer shall participate in the state-wide system for pension, relief, disability and retirement for qualified employees as provided in RCW 41.44.050.

Section 2. Substitute Social Security Plan. The City shall provide and maintain a benefit plan as a substitute for Social Security benefits. The City Administrator, with guild advisement, shall select the corporation(s) that will manage these benefits. The plan shall consist of three benefits:

- a. Long-term disability;
- b. Life insurance; and
- c. A deferred compensation plan for retirement income.

Section 3. Worker's Compensation. The City shall insure city employees with the State of Washington Worker's compensation plan. An employee receiving pay for sick leave who is eligible for time-loss payments under the worker's compensation law, shall for the duration of such payments, receive only that portion of his regular salary which, together with said payments, will equal his/her regular salary. To avoid hardship on the employee caused by a time lag in time-loss payments he/she shall endorse such payments to the city.

ARTICLE 11 - STAND-BY PAY

An employee scheduled for "standby status" shall be compensated as follows:

1. If the standby period is less than eighteen (18) hours, the employee shall receive one (1) hour of pay or compensation time at his/her overtime rate; or
2. If the standby period exceeds eighteen (18) hours but not twenty-four (24) hours, the employee shall receive two (2) hours pay or compensation time at his/her overtime hourly rate.
3. After twenty-four (24) hours, compensation is calculated by repeating the aforementioned method.

4. If the employee is called back to work while on stand-by, compensation shall be computed according to Article IV of this agreement.

Stand-by is defined as: The employee being available to respond to any call for City service during those hours and in such manner as designated by the respective department head. The method of scheduling personnel and the determination of periods for standby assignments shall be the responsibility of the respective department head or his/her designee.

ARTICLE 12- TEMPORARY APPOINTMENT

Any employee who is placed in a supervisory position, with prior approval of the City Administrator, for a minimum of two weeks shall receive a pay increase of fifteen percent (15%) (not to exceed the supervisor's actual pay) for the time exceeding two weeks. Accordingly, from two to four weeks, the employee would receive a pay increase of fifteen percent (15%). If the temporary assignment extends more than four weeks, the fifteen percent (15%) pay increase (not to exceed the supervisor's actual pay) will be retroactive to the first day of the assignment.

ARTICLE 13 - RIGHT OF ACCESS-GUILD REPRESENTATION

Section 1. Duly authorized representatives of the Guild shall be permitted to enter upon the Employer's premises at reasonable times for the purpose of observing working conditions and transacting Guild business that cannot be transacted elsewhere; provided, however, that the Guild representative first secures approval from the designated Employer representative as to time and place, and that no interference with the work of the employees or the proper operation of the Employer shall result.

Section 2. The Guild agrees that Guild business conducted by Guild members, including the investigation of grievances, shall occur during nonworking hours (e.g., coffee breaks, lunch periods, and before and after regular working hours). Public Works Department employees shall be allowed one-half (1/2) hour each quarter for their use to attend Guild meetings during the half hour of 7:30 a.m. to 8:00 a.m.

ARTICLE 14 - EMPLOYEE RIGHTS

Section 1. Any employee, when being questioned by his/her employer about matters that may result in discipline has the right to:

- A. Receive the specific nature of the charge or allegation against him/her in writing.
- B. Have present his/her choice of the Guild Representative (who must be reasonably available). To a contract maximum of \$250 for all salary-related city expenses, the expense for guild representation shall be paid 50% by the employer and 50% by the Guild when the meeting is requested by the employer. Subsequent to exceeding the \$250 expense maximum, the Guild shall be solely responsible for representation expenses. The employer shall allow a reasonable

length of time for the representative to arrive at the place of meeting.

- C. The questioning by the Employer shall be during normal Employer business hours unless agreed to be held at other times by the Employee.
- D. The employee may receive reasonable intermissions or breaks if the questioning exceeds approximately one hour.

Section 2. City's Rules and Regulations. It is mutually agreed that the Employer has full responsibility and authority to adopt rules and regulations for the operation of the city's departments and conduct of its employees. The Guild agrees that its members shall comply in full with such rules and regulations. Nothing in this Section shall be interpreted to restrict the respective department head and/or the City Administrator the right to make decisions or to establish procedures consistent with the "emergency" nature of operating each department. Emergency shall mean an event or set of circumstances which (1) demands immediate action to preserve public health, protect public property, or to provide relief to any stricken neighborhood overtaken by such circumstances, or (2) reaches such a dimension or degree of destructiveness as to warrant the City Council proclaiming the existence of a disaster or the Governor declaring a state of emergency in accordance with appropriate local and state statute.

Section 3. Maintenance of city services. In the event of any strike, walkout, slow down or work stoppage, the respective department head and/or City Administrator shall retain the right to require necessary level of staffing from the ranks of guild members in order to insure, in the city's immediate discretion, the safe maintenance of city services.

Section 4. Failure to comply with Section 3. Any employee refusing to comply with the conditions of Section 3 above will be subject to immediate dismissal.

ARTICLE 15 - GRIEVANCE PROCEDURES

Grievance defined: A grievance is defined as an alleged violation of express terms and conditions of this Agreement. If any such grievance arises, it shall be submitted to the following grievance procedure.

Time limits in the following steps may be extended only by mutual written consent of the parties hereto.

Step One - The Respective Department Head.

The grievance in the first instance will be presented to the respective department head in writing within ten (10) working days of the alleged breach of the express terms and conditions of this Agreement. Every effort shall be made to settle the grievance at this Step One, with the assistance of the Human Resource Analyst.

Step Two - City Administrator.

If the respective department head does not adjust the grievance to the Complainant's satisfaction within ten (10) working days from the time the grievance was submitted in

Step One, then the grievance may be presented to the City Administrator within five (5) working days (15 days after submittal of the grievance to the department head). The grievance shall be presented to the City Administrator in writing, setting forth detailed facts concerning the nature of the grievance, the contractual provisions allegedly violated, and the relief requested. Upon receipt of the written grievance, the City Administrator shall, within ten (10) working days, meet with the grievant and/or the representative of the Guild in an attempt to resolve the grievance. Within ten (10) working days after such meeting, the City Administrator shall send to the Guild a written answer stating the Employer's decision concerning the grievance.

Step Three - Mediation.

In the event the grievant, Guild and Employer are not able to resolve the grievance to the employee's satisfaction at Step Two, the parties may request the assistance of the State Mediation Service.

Step Four - Arbitration.

A grievance may be submitted to arbitration by a written demand for arbitration delivered within ten (10) working days following the decision rendered in Step Two. Within ten (10) working days after delivery of the demand for arbitration, the Employer shall select one (1) person and the Guild shall select one (1) person. Within five (5) working days, such selected persons shall then select a third impartial person who shall serve as chairman of the Arbitration Panel. A majority decision of the Arbitration Panel shall be made in writing within twenty (20) working days following the conclusion of the Arbitration hearing(s). Such decision shall be final and binding on both the Guild and the Employer. The authority of the Arbitration Panel is limited to ruling on the correct interpretation or application of the Articles of this Agreement and shall not add to or take away therefrom. Each party shall be responsible for their own costs and the fees and costs of the arbitrator appointed by them. The fees and costs of the third neutral arbitrator shall be borne equally between the Guild and the Employer.

ARTICLE 16 – DISCIPLINE

Disciplinary action will normally be progressive in nature. Verbal reprimands are a form of counseling, not disciplinary matters subject to the grievance procedure. Disciplinary actions relating to employees serving an initial probationary period, or any extension of an initial probationary period, are not subject to the grievance process, provided however, that an employee serving a promotional probation has a right to return to his or her former position. The right of return may be terminated only for just cause. Termination of employment status (right of return) is subject to the grievance process.

Any employee subject to discipline shall be entitled to Guild representation and/or legal representation at all meetings which the employee is required to attend where discipline is being considered for that employee. Records of the discipline may be retained in supervisory files or confidential medical files to confirm the fact of disciplinary action with regard to issues such as reasonable accommodation of a disability or as a step in the process of that progressive discipline has been followed. A summary of all Internal

Investigation files will be retained in accordance with the Washington State General Retention Schedule.

Section 4. Notice and Opportunity to Respond. Upon reaching the conclusion that just cause exists to discipline an employee with a written reprimand, or suspension without pay, demotion or discharge, the department head or supervisor shall provide the employee and the Guild with the following prior to the administration of discipline:

- a. An opportunity to view and/or be provided a copy of all materials which are a part of or related to the investigation upon which the allegation(s) or charge(s) are based;
- b. The directives, policies, procedures, work rules, regulations or other order of the City that allegedly was violated and how these were violated;
- c. What disciplinary action is being considered.

Section 5. Employee's Response. The affected employee and the Guild shall have the opportunity to respond to the allegation(s) or charge(s) verbally or in writing, normally within forty-eight (48) hours of receiving the information and materials provided by the Employer, prior to or at the Pre-Disciplinary Meeting, provided the Guild may request a reasonable extension of time to respond, which request will not be unreasonably denied by the department head or supervisor.

Section 6. Pre-Disciplinary Meeting. An opportunity to respond to the allegation(s) or charge(s) shall occur at the Pre-Disciplinary Meeting conducted and presided over by the department head or supervisor, who shall have the authority to impose or to recommend the proposed disciplinary action. Reasonable advance notice of this meeting, including its time and place, shall be given the employee and the Guild. This meeting shall be informal. The employee shall be given reasonable opportunity to be heard, to respond to the allegation(s) or charge(s), and to have the responses considered prior to the imposition of discipline.

Section 7. Representative or Legal Counsel. The employee may elect to have a representative, including legal counsel present at the initial or other interviews or at the Pre-Disciplinary Meeting, provided that the participation of a representative or legal counsel does not unreasonably delay the interview or review process. An "unreasonable delay" means any delay in excess of ten (10) business days after the date notice of the interview or Pre-Disciplinary Meeting was delivered to the employee.

Section 8. Employer's Decision. Within a reasonable time, but not beyond thirty (30) calendar days from the date of the Pre-Disciplinary Meeting, the department head or supervisor shall issue a written decision imposing discipline, exonerating the employee or taking such other action deemed appropriate.

ARTICLE 17 - PERSONNEL REGULATIONS & POLICIES

Section 1. All employees of this bargaining unit, in addition to being governed by this

Agreement, shall also be subject to the Personnel Regulations & Policies published by the Employer having general applicability to all employees of the Employer and any subsequent personnel policies, rules and regulations that may be promulgated in the future, so long as they do not conflict with this Agreement. In case of any conflict, this Agreement shall be the controlling policy for the employees covered by this Agreement. Any changes made in the personnel policies, rules and regulations shall be approved by the Employer with Guild input.

Section 2. During the term of this Agreement, employees may submit a written request that his/her department head review that employee's job classification. The department head will submit the request to Human Resources.

Section 3. An employee who is promoted or reclassified to a higher salary range (not transferred) shall receive an increase in salary of not less than 4%.

Section 4. Return – Promoted or transferred employees who do not satisfactorily complete a six (6) month probationary period shall have the right to return to their previous job classification without prejudice, provided that there is a vacant position in that classification. The City will not be required to create a new position for the employee to return to, nor will it be required to “bump” another employee, regardless of status, out of a position for the employee to return to. If the City needs to backfill the vacated position immediately a temporary employee will be utilized if practical, i.e.; summer help, temporary help, interns, etc. The City will notify the guild as to whether or not the position will be backfilled with temporary help during the 6 month probationary period.

Section 5. Any time a recruitment for a city position is posted externally, it shall be simultaneously posted internally as well. The City sees the value of growing its employees and recruiting/promoting from within. When and where practical and at the City Administrator's discretion, the City shall internally post job announcements for at least one week before advertising the position externally.

ARTICLE 18 - PERSONNEL RECORDS

The Employer and Guild recognize that effective management requires the maintenance of records regarding an employee's career development. These records may accompany an employee through succeeding management administrations. To ensure that the doctrine of fairness is applied with respect to these records, the following procedure will be adhered to:

1. Whenever any document is entered into an employee's personnel file, a copy of same shall be provided to the employee.
2. In the case of any document which reflects unfavorably upon an employee, the employee shall be allowed an opportunity to respond to the content of the document, in writing, and the employee response shall be included in the

personnel file.

3. Each employee shall be allowed access to his personnel file for review of its contents at reasonable times and upon reasonable notice.
4. The Employer, through the department head, shall take measures to assure that, within the Guild, only legitimate supervisory and administrative personnel, and the employee, have access to the employee's personnel file. The confidentiality of personnel records is acknowledged to the extent permissible by law.

ARTICLE 19 - UNIFORMS AND EQUIPMENT

At the time of employment and as needed thereafter as determined by the department head, full time Police Services Specialists and Community Service Officer will be assigned the following uniform items:

1. 1 skirt, or 1 jumper, or 1 skort
2. 2 blouses and/or shirts
3. 1 vest
4. 1 pair of slacks or 3 pairs of slacks if no skirt, jumper or skort.
5. 1 pair of shoes

At the time of employment, and as needed thereafter as determined by the department head, full time employees except clerical employees and sewer treatment plant operators will be assigned the following uniform items:

A. Uniform:

1. 5 trousers
2. 7 short sleeve shirts
3. 3 long sleeve shirts
4. Safety shoes or boots (Not to exceed \$250 per year)
5. 3 jackets
6. 3 coveralls

B. Rain Gear:

1. 1 waterproof coat
2. 1 waterproof trousers
3. 1 pair waterproof shoes or boots

C. Safety Equipment:

All safety equipment as required by Washington State and Federal regulations. These items are to include but are not limited to gloves, safety vests, safety goggles and hard hats.

At the time of employment, and as needed thereafter as determined by the department head, full time Wastewater Treatment Plant Operators will be assigned the following uniform items:

A. Uniform:

1. 5 trousers
2. 5 short sleeve shirts
3. 3 long sleeve shirts
4. Safety shoes or boots (Not to exceed \$250 per year)
5. 3 jackets
6. 5 coveralls

B. Rain Gear:

1. 1 waterproof coat
2. 1 waterproof trousers
3. 1 pair waterproof shoes or boots

C. Safety Equipment:

All safety equipment as required by Washington State and Federal regulations. These items are to include but are not limited to gloves, safety vests, safety goggles or a \$350 prescription safety glasses allowance for frames every other year, lenses every year and hard hats.

At the time of employment, and as needed thereafter, to be determined by the department head, full time and regular part time employees, employees from the Planning, Building and Public Works Departments (to include Community Service Officer) who make periodic inspections or otherwise required to represent the City for development and construction projects outside of the office will be assigned the following uniform items:

A. Uniform:

1. 1 summer jacket
2. Safety shoes or boots (Not to exceed \$250 per year)
3. 1 winter jacket
4. 2 coveralls
5. 4 Logo shirts

B. Rain Gear:

1. 1 waterproof coat
2. 1 waterproof trouser
3. 1 pair waterproof shoes or boots

C. Safety Equipment:

All safety equipment as required by Washington State and Federal regulations. These items are to include but are not limited to gloves, safety vests, safety goggles and hard hats.

The uniform shall meet the approval of the respective department head and all purchases shall be through his/her office's established procedures. The employee agrees to maintain and keep in good condition and repair all parts of the uniform, and will have available for inspection on due notice his/her complete uniform.

The employer shall be responsible for laundering uniforms for non-office and non-clerical Public Works Operations and Wastewater Treatment Plant employees. Frequency of laundering uniforms shall be established by employer management policy.

For non-office and non-clerical Public Works Operations and Wastewater Treatment Plant employees, in lieu of City provided uniforms, the employee may elect to receive sixteen (16) cents per hour in clothing allowance added to their pay. An employee selecting this option will not have access to City provided uniform laundering. The employee selecting the hourly clothing allowance will still be provided all safety equipment as described in the appropriate section above, as well as the pair of safety shoes/boots.

If this option is selected the employee will not have access to the employer provided uniforms and laundry service for a period of one year from selecting the hourly clothing allowance.

This payment will be treated as ordinary income and taxed accordingly.

ARTICLE 20 - VACCINATIONS

The Employer shall provide those Employees who are subject to risk or potential disease exposure with the proper and required vaccinations for Hepatitis A, Hepatitis B and Tetanus along with any other vaccinations as required or recommended by the Tacoma/Pierce County Health Department.

ARTICLE 21- LEAVE SHARING

As per Resolution 393, employees may extend their accrued vacation time to any employee to a maximum benefit of 261 days in any one incidence. For employees eligible for unpaid FMLA leave, shared leave must be used at the same time as unpaid FMLA leave.

ARTICLE 22 - SAVING CLAUSE

If any article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement shall continue in full force and effect. The article and section held invalid shall be modified as required by law or the tribunal of competent jurisdiction, or shall be re-negotiated to a mutually agreeable resolution for the purpose of adequate replacement.

ARTICLE 23 - COMPLETE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had an unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercises of that right and opportunity are set forth in this Agreement. Therefore, the parties for the life of this Agreement voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement.

ARTICLE 24 - TERM OF AGREEMENT

This Agreement is effective January 1, 2015, and shall continue in full force and effect to and including December 31, 2017.

Notice to negotiate a new agreement shall be given within ninety (90) days prior to the expiration date.

IN WITNESS WHEREOF, we attached our signatures this ____ day, month, 2014.

CITY OF GIG HARBOR

GIG HARBOR EMPLOYEES' GUILD

Jill Guernsey, Mayor

Jeff Olsen, President

Ronald L. Williams, City Administrator

ATTEST:

Sarah Green

ATTACHMENT A
2015 GIG HARBOR EMPLOYEES' GUILD SALARY SCHEDULE

POSITION	2015 Salary Ranges (Includes 2.2% COLA)		Notes
	Minimum	Maximum	
Senior Engineer	6,767	8,458	
Senior Planner	6,238	7,797	
Associate Engineer/Project Engineer	5,951	7,439	
Assistant Building Official/Fire Marshall	5,885	7,356	
<u>Accountant</u>			6
<u>Senior Accountant</u>	6,242	7,803	
Field Supervisor	5,515	6,893	
Construction Supervisor	5,515	6,893	1
Senior WWTP Operator	5,193	6,491	
Payroll/Benefits Administrator	5,002	6,252	2
Associate Planner	4,992	6,240	
Construction Inspector	4,869	6,087	
Planning / Building Inspector	4,869	6,087	
Wastewater Treatment Plant Operator	4,646	5,807	
Engineering Technician	4,607	5,758	
Mechanic	4,547	5,683	
Information System Assistant	4,508	5,635	
<u>Assistant City Clerk</u>			7
Executive Assistant	4,471	5,589	
<u>Special Projects Coordinator</u>			8
WWTP Collection Tech II	4,345	5,431	
Maintenance Technician	3,491	5,431	3
Assistant Planner	4,331	5,414	
Permit Coordinator	4,331	5,414	9
<u>Community Service Officer</u>	4,293	5,367	4
<u>Community Development Assistant</u>			5
<u>Building Assistant</u>	4,107	5,134	
<u>Planning Assistant</u>	4,107	5,134	
<u>Public Works Assistant</u>	4,107	5,134	
Finance Technician	4,071	5,089	
Administrative Assistant	3,931	4,913	
Lead Court Clerk	3,930	4,912	
Police Services Specialist	3,552	4,440	
Court Clerk	3,504	4,380	
Custodian	3,491	4,363	
<u>Administrative Receptionist</u>			10
Public Works Clerk	3,489	4,361	
<u>Community Development Clerk</u>			11
Planning/Building Clerk	3,489	4,361	

Salary Range Notes

1. Continue Construction Supervisor position classification to be filled by the two Construction Inspector positions in the engineering division. The salary for this new Construction Supervisor range will be banded with the field supervisor range. The Construction Inspector classification and salary range will remain on the adopted salary plan. If either or both of the construction supervisor positions become vacant, the City reserves the right to fill at the construction inspector level. The job description for this new position classification is dated March 21, 2012.
2. Range Adjustment. For the duration of the contract, maintain a minimum 20% spread between the top step of the Payroll/Benefits Administrator and Finance Technician salary ranges (using top step of the Finance Technician as the denominator in the equation).
3. Continuation of position classification combining Maintenance Tech I & Tech II ranges. Incumbents (both Is & IIs) will move into the new Maintenance Technician range but will not be able to exceed mid range of the new range until they have been with the City for at least five years and achieved goals, licenses, and/or certifications. The job description for this new position classification is dated March 21, 2012. The "Above-Mid-Range" Requirements document is incorporated into this job description. The job description for this new position classification includes a requirement for a CDL Class B license with a Tanker Endorsement. Those employees who currently do not have this required CDL are required to obtain the CDL within 18 months of the date of execution of this agreement, PROVIDED, there are two Tech IIs who do not currently (as of March 12, 2012) have a CDL that are excused from this requirement. The current senior Mechanic is also excused from this CDL requirement. The new range represents the low end of the salary survey range for AWC job code 400 and the high end of the salary survey range for the AWC job code 420.
4. New job classification of Community Service Officer added.
5. The Community Development Assistant positions were reclassified to Building Assistant, Planning Assistant or Public Works Assistant, depending on the department, in December 2013.
6. Accountant was reclassified to Senior Accountant in the 2014 budget.
7. The Assistant City Clerk position is no longer a bargaining unit position and is non-represented.
8. The Special Projects Coordinator position has been abolished and is not included in the 2015 budget.
9. For the duration of the contract, the Permit Coordinator position will be banded with the the Assistant Planner salary range (AWC job code 519.)
10. Administrative Receptionist was reclassified to Public Works Clerk in December 2013.
11. Community Development Clerk was reclassified to Planning/Building Clerk in December 2013.

Note: Pay increases, if any, as a result of salary range adjustments, will only be retroactive to no sooner than January 1, 2015, if an affected employee had a performance evaluation due between January 1st, 2015, and the date this contract is signed by all parties, if the contract is not signed by December 31, 2014, subject to the review of the employee's supervisor and the City Administrator who will determine whether a within-range merit increase is warranted.

ATTACHMENT "B"

PERSONNEL SALARIES

SALARY RANGES ADJUSTED ANNUALLY

1. City employees shall have the opportunity to suggest modifications in salaries and other wage supplements to the City Administrator.
2. Employees who have yet to reach the top of their salary range shall be eligible for performance pay increases of 0% to 5% each year. Such performance pay increases shall be added to their base rate of pay to compute the employee's new salary. Performance pay increase shall be approved by the City Administrator. Once an employee has reached the top of his/her salary range (control point) the employee shall be eligible for merit/bonus compensation up to 5% of the employee's annual base salary. Such merit/bonus pay increase shall not be added to the employee's base pay. This merit bonus pay is separate, non-cumulative compensation and must be earned through exemplary performance each evaluation period.

DISCRETIONARY PERFORMANCE-BASED PAY PROGRAM

1. In an effort to attract and retain talented employees, the City has agreed to offer some additional performance-based incentives to eligible employees as described below.
2. Discretionary Performance-Based Pay is intended to recognize employees who perform beyond their employment duties as described in their job descriptions and who provide excellent value and exceptionally high quality service that benefits the City of Gig Harbor. Discretionary Performance-Based Pay is only available to employees who are no longer eligible for performance pay increases because they have reached the maximum level of their salary range. This discretionary performance-based pay shall not be added to the employee's base pay and is separate, non-cumulative compensation.
3. The percentage awarded will range from 0.5% to 4% in defined incremental amounts of 0.5% or greater. The percentage awarded shall depend on the employee reaching certain specific criteria as described below:
 - a. A supervisor, in collaboration with each eligible employee, shall set specific goals and/or criteria representing tangible and/or intangible contributions resulting in providing excellent value or exceptionally high quality service. The goals and/or criteria shall be included in the employee's annual performance evaluation along with associated percentages of pay for

- achieving each of the goals and/or criterion. This will be known as the Discretionary Performance Plan (Plan).
- b. The Plan for each employee shall be approved in advance by the City Administrator, with input from Human Resources.
 - c. The review period shall be for one year, beginning on the employee's annual anniversary date and continuing through the subsequent 12 months.
 - d. The discretionary performance-based pay awarded shall be calculated solely on the employee's annual base salary.
 - e. At the end of the review period, the supervisor shall meet with the employee to determine which, if any, of the Plan elements have been achieved and therefore, what percentage of pay, if any, has been earned by the specific employee.
 - f. The City Administrator shall review the decisions of the supervisor with regard to any Discretionary Performance-Based Pay recommended by that supervisor. The City Administrator retains discretion to reject the supervisor's decision in the event that the Plan elements, approved in accordance with Item 2 of this section, have not been achieved.
 - g. To receive the discretionary-based performance pay, the employee must be in good standing with the City, meaning no pending or imposed disciplinary actions during the previous 12 months of the review period.
 - h. This program is a pilot program and will expire on December 31, 2017. Any discretionary pay earned in 2017 shall be paid to employees at the end of their review period in 2018, regardless of whether the pilot program is continued.
4. The City's budget shall reflect a budget line item within each Department's budget with an estimated amount of funds, if any, to be used for Discretionary Performance-Based Pay.

AGREEMENT

By and Between

CITY OF GIG HARBOR

and

**GIG HARBOR EMPLOYEES' GUILD
SUPERVISORY BARGAINING UNIT**

2015 - 2017

PREAMBLE

This Agreement is made and entered into by and between the City of Gig Harbor, hereinafter referred to as the "Employer", and the Gig Harbor Employees' Guild Supervisory Bargaining Unit, hereinafter referred to as the "Guild". The purpose of this Agreement is to set forth the entire understanding reached between the parties with respect to wages, hours of work and conditions of employment for employees of the Employer who are represented by the Guild as set forth in Article 1 herein.

ARTICLE 1 - RECOGNITION

The Employer hereby recognizes the Guild as the exclusive bargaining representative for employees employed by the Employer as certified by the State of Washington, Department of Labor and Industries in Case No. 09524-E-91-01579, issued July 20, 1992. The bargaining unit covered by this Agreement shall include the City Engineer, Information Systems Manager, Planning Director, Building and Fire Safety Director, Tourism and Communications Director, Court Administrator, Wastewater Treatment Plant Supervisor and Public Works Superintendent.

ARTICLE 2 - MEMBERSHIP

Section 1. All employees who are members of the Guild on the effective date of this Agreement and all employees who may become members thereafter during the life of this Agreement shall as a condition of employment remain members of the Guild in good standing for the term of this Agreement.

Section 2. The Employer upon permission from the Supervisory Bargaining unit, may deduct monthly dues uniformly required in the bargaining unit from employees who voluntarily execute a wage assignment authorization form. If performed, the Employer shall transmit such deduction to the Guild by check payable to its order. Upon issuance and transmission of such deduction the Employer's responsibility shall cease with respect to such deductions.

The Guild members (as listed in Article 1 recognition) may authorize the assignment of wages for payment of Guild dues hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits, or other forms of liability that may arise against the Employer for or on account of any deduction made from wages of such employee.

ARTICLE 3 - NONDISCRIMINATION

Section 1. The Employer and the Guild agree that the administration and application of this Agreement shall be consistent with applicable state and federal laws regarding nondiscrimination in employment.

Section 2. No employee covered by this Agreement shall be discriminated against because of his/her membership or non-membership in the Guild, or lawful activities on behalf of the Guild; provided, however, that such activity shall not be conducted during working hours nor be allowed to interfere with the Employer's operations except as defined herein.

ARTICLE 4 - HOURS OF WORK AND OVERTIME

Section 1. Normal workweek. The normal workweek, with a period beginning on Monday and ending on Sunday, shall consist of forty (40) hours. The normal workday shall consist of eight (8) hours per day in each of five (5) consecutive days or four (4) consecutive, ten (10) hour days. The normal workday may be adjusted by the City Administrator in order to allow flexible work schedules (e.g. 9-80) or to require additional hours of work. The normal workweek and workday are goals. The normal workweek and workday schedules shall be defined by the Mayor or the Mayor's designee. The work year shall consist of two thousand and eighty (2,080) hours.

Section 2. Overtime. Overtime shall mean hours worked in excess of 40 hours in an established consecutive 7 day work period. Used sick leave, vacation and holidays shall count toward hours worked for the purpose of calculating overtime. Overtime shall be compensated at the rate of one and one-half times the regular straight time pay. Overtime shall be compensated at the rate of two times the regular straight time pay for holidays and for hours worked on the last day off before a regular workweek (Sunday for employees working a normal Monday through Friday workweek) without regard to the limitations set above.

Sections A through H below shall apply:

- A. All overtime must be authorized in advance by the City Administrator or the respective department head, except in cases of emergency.
- B. Overtime shall be compensated at the rate of one-and-one half (1-1/2) times the regular straight-time pay (monthly salary x 12 /2080) for overtime worked (time worked in excess of 40 hours in a work week) except for holidays and for hours worked on the last day off before the start of the next work week. Overtime shall

be compensated at the rate of two times the regular straight time pay for holidays and for hours worked on the last day off before a work week (Sunday for employees working a normal Monday through Friday work week).

- C. Employees will receive a minimum of 3 hours of overtime pay for work requiring a return to work from home, or other non-work location during the employees regularly scheduled time off or while on call, such as for emergencies or meetings called by the employer.
- D. Mandatory training on a regularly scheduled day off required by State, City or Departmental regulations as determined by the respective department head shall be compensated at one-and-one-half (1-1/2) times the employee's straight-time base hourly rate of pay with a minimum of two hours overtime compensation.
- E. The option to compensate by compensatory time shall be arranged by mutual agreement between the Employer (City Administrator, Department Head or manager) and the Employee. The compensatory time shall be used within a reasonable period of time and may be denied by the Employer only if it would cause an undue hardship to the city's operation. Accrued compensatory time off shall be used at a time mutually agreeable to the Employer and the Employee. Employees may accrue a maximum of 80 compensatory time-off hours. If the employee works over time hours and has reached his/her maximum compensatory time hours, he/she shall be paid his/her regular pay according to Section 2B above.
- F. Any employee required to return to work while on vacation shall earn pay at the employee's overtime rate for his/her scheduled shift. In addition, monetary compensation shall be paid to said employee for reimbursement of any actual expenses regarding the rescheduling of hotel/motel, airfare, etc.
- G. When a member of the Guild completes an unscheduled shift in which 4 or more hours fall between the hours of 6:00 P.M. and 6:00 A.M. he/she shall be entitled to overtime pay according to Article IV, section 2 for those hours worked between 6:00 P.M. and 6:00 A.M. In order for a shift to be scheduled, at least 24 hours' notice must be given to the employee prior to the start of the shift.
- H. If a scheduled meeting occurs outside an employee's regular shift and involves the use of overtime, a minimum of one hour of overtime shall be earned. In order to qualify, the meeting must begin after 6:00 P.M.

Section 3. Workweek. The Employer retains the right to schedule the workweek in any manner, which may be required in order to meet the needs of the community.

ARTICLE 5 - WAGE RATES

Section 1 Wages and Salary Survey.

- A. **Wages.** Effective January 1, 2015, members of the Supervisor's Guild shall receive a cost-of-living increase in their salaries of 2.2%. The salary schedule (see Attachment "A"), reflects adjustments required due to the salary range adjustment and to the cost of living increase for 2015.

Effective January 1, 2016, members of the Guild shall receive a cost of living wage increase in the salaries based on 100% of the annual increase of the June 2012 Seattle-Tacoma-Bremerton CPI-W, but not less than 0% nor greater than 3%.

Effective January 1, 2017, members of the Guild shall receive a cost of living wage increase in the salaries based on 100% of the annual increase of the June 2013 Seattle-Tacoma-Bremerton CPI-W, but not less than 0% nor greater than 3%.

- B. **Salary Survey.** The City shall initiate a salary survey of the Supervisor's Guild members (employee) wage rates prior to January 1st of each contract year, which shall analyze the appropriate wages for members relative to a selected group of cities agreed to by the parties. The results of this survey shall be compared with the current-year salary ranges at that time, and if the survey results disclose the salary range midpoint for any of the following positions: Tourism and Communications Director, Court Administrator, Wastewater Treatment Plant Supervisor and Public Works Superintendent positions are two and one-half percent (2.5%) or more below the survey range mid-point, then the City will make the adjustment as identified in Item 1, listed below. The City shall also initiate a salary survey of the Public Works Director position/wage rate prior to January 1st, of each contract year relative to the selected group of cities agreed to by the parties. The City will make the adjustment as identified in item 2, listed below. The City shall also initiate a salary survey of the Building Official/Fire Marshall position/wage rate prior to January 1st of each contract year relative to the selected group of cities agreed to by the parties. The City will make the adjustment as identified in item 3, listed below:

1. Adjust the salary range midpoint for an identified position (Tourism and Communications Director, Court Administrator, Wastewater Treatment Plant Supervisor and Public Works Superintendent) to conform to 100% of the salary survey midpoint.
2. If the survey results disclose the salary range midpoint for the Public Works Director is two and one-half percent (2.5%) or more below the survey range mid-point: The City Engineer, Planning Director and the Information Systems Manager salary ranges shall be adjusted to conform to eighty-seven percent (87%) of the new Public Works Director salary range midpoint. Or 100% of the annual increase of the June Seattle-Tacoma-Bremerton CPI-W (maximum 3%), whichever is greater.

3. If the survey results disclose the salary range midpoint for the Building and Fire Safety Director (using the building official base rate PRIOR and/or MINUS the 10% premium for Fire Marshall duties) and discover the base rate for this position is two and one-half percent (2.5%) or more below the survey range mid-point: The Building and Fire Safety Director salary range shall be adjusted to conform to 100% of the salary survey midpoint PRIOR to the 10% premium adjustment which is made as an addition to the salary for Fire Marshall duties.
4. **Section 2. Salary range.** Movement within each salary range shall be governed by the City's Personnel Regulations as shown within Attachment "B".

Section 3. Mileage. Mileage shall be paid as prescribed by City Ordinance Chapter 2.28.010.

Section 4. Education reimbursement. Upon satisfactory completion of a job-related educational course, when the employee who desires to take the course has prior written approval from the City Administrator, the city shall reimburse the employee for the educational course up to a maximum rate of two hundred dollars (\$200.00) per credit hour for undergraduate courses and four hundred dollars (\$400.00) per credit hour for graduate courses. The City agrees to reimburse reasonable expenses for textbooks required for such course and will retain such textbooks in the department of the respective Department Head. No employee shall receive a total credit reimbursement of over \$1,600 for undergraduate courses and \$3,000 for graduate courses in a given budget year. All reimbursements shall be taken from specifically budgeted line items. Based on the standards of the institution, a passing grade must be obtained in a given course in order for that course to be reimbursed. Upon the request of the City Administrator, an employee who is enrolled in a program leading to a two or four year degree shall submit evidence that the employee's accumulative GPA in the academic program is equivalent to 3.0 (on a 4.0 scale). An employee in such a program must maintain a 3.0 accumulative GPA or greater in order to qualify for tuition reimbursement. Any course that does not qualify for reimbursement at the end of the evaluation period for that course shall be ineligible for retroactive reimbursement.

Section 5. Meal Pay. If a supervisor is required to work through any meal period he/she shall receive a reasonably priced meal. The employer shall provide the meal or reimbursement.

Section 6. Layoff Procedure. The City may determine to lay off employees because of lack of work, lack of funds, or reorganization. At least one week prior to finalizing layoff plans the City will notify the Guild, in writing, to permit the Guild to consult with the City regarding the necessity to lay-off employees as well as the methods of implementing the layoff.

The primary order of layoff will be determined by length of service within a classification in a division with consideration of knowledge and skill level when length of service is

equal.

No regular full-time employee will be laid off while another employee in the same classification is employed on a probationary, temporary basis. Under no circumstances shall part time positions be used to fill full time positions in order to avoid the payment of benefits. It is the intent of the city not to create part time jobs for the purpose of avoiding the payment of benefits.

The City shall provide three (3) months' notice to employees scheduled for layoff and shall provide \$1,500 to an employee designated vendor or reimbursement during the three (3) month notification period, for career counseling and retraining. Approved and designated funds shall be available and maybe expended solely within twelve (12) months of the notice of termination.

Bumping Rights. An employee scheduled for layoff may exercise bumping rights to a position previously held by the employee in the Gig Harbor Employees' Guild and the Gig Harbor Supervisors' Guild as long as the employee who is exercising bumping rights pursuant to this provision has seniority. For purposes of this section, seniority is measured by cumulative length of service with the City of Gig Harbor, over the person to be bumped. Seniority shall be broken and service credits will not accumulate after an involuntary termination of employment, voluntary quit, a layoff of more than twenty-four months or an absence of more than twelve months as a result of an occupational injury, disability or illness. However, a leave of absence approved by the City in writing, or mandatory furlough shall not interrupt seniority, but service credits shall not be accrued during such leave of absence or furlough. Bumping to a position with the municipal court requires the approval of the Judge.

Timing: Notification of layoff for each position to be vacated shall be deemed to be effective when the initial notice of layoff is provided to an employee. An employee must give notice within five (5) working days from notice of layoff to exercise bumping rights.

Transfer in Lieu of Layoff. An employee scheduled for layoff may request, and the City will consider a transfer to a vacant position for which that employee is then currently qualified.

Recall Rights. An employee who has been laid off will be placed on a recall list for a period of two (2) years. If the City determines that a position from which an employee has been laid off will be filled, it will recall employees from the recall list, recalling the employee with the longest length of service, in that classification, first. The employee has the duty to maintain his/her current address with the City.

ARTICLE 6 - VACATIONS

Vacations with pay shall be granted annually to all full-time employees based upon the following schedule:

Months of Service	Earned Working Hours per Month	Working Days per Year Max.
0 - 12	6.67	10

During months 13 - 192 (2nd through 16th year), an additional .67 vacation hours per month (8 additional hours per year) shall be earned. The annual earned vacation rate shall not exceed 208 hours per year. An accumulated vacation balance shall not exceed 336 hours at any one time. An accumulated vacation balance shall not exceed 240 hours at year-end (December 31). With prior written approval by the City Administrator, employees who have reached the 240 hour maximum accrued vacation balance and are not able due to no fault of their own to take a sufficient amount of time off in order to avoid losing vacation hours may sell back a maximum of 15 vacation days to the city at year-end. All other accumulated vacation hours in excess of 240 hours at year-end will be lost without compensation.

ARTICLE 7 - HOLIDAYS

The following holidays shall be recognized by the City as City holidays:

New Year's Day	January 1
Martin Luther King Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25
* 2 Floating Holidays	(taken at employee's discretion)
2 Unpaid Holidays for Faith or Conscience	(taken at employee's discretion)

* An employee must be on the payroll a minimum of 90 days to receive the floating holiday.

If a holiday falls on a Saturday (or the day following the employee's regular workweek) it shall be observed on the preceding day. A holiday falling on a Sunday (or the day proceeding the employee's regular work week) shall be observed on the following day.

If a Department Manager directs an employee to work on a paid holiday, the employee shall receive pay at two times his/her regular straight-time hourly rate for the actual time worked.

Holidays observed during vacation or sick leave shall not be charged against such leave.

ARTICLE 8 - MEDICAL BENEFITS

Section 1. The Employer shall pay 100% of the monthly premium for the following benefit plans for the Supervisors' Guild employee with no dependents. The employee shall contribute 5% of the medical premium for the spouse, second and third dependents each. Employees shall contribute to all dependent medical premiums (including the first dependent) at that rate of 5%. For monthly premiums due for the months of January 2015, 2016, and 2017, and for each month thereafter, the employee's contribution to the dependent medical premiums shall increase (over then then current 5% contribution) equal to the percentage point increase, if any, over 10% of the previous year's premium up to a maximum employee contribution to dependent medical premiums of 10%.

(For example, if the dependent medical premiums increased by 13% in 2015, the City would cover the first 10% increase, and the employee the additional 3%. The 3% would be added to the 5% currently paid, and the employee would contribute 8% to the dependent medical monthly premium.) In no case shall the employee's share of the dependent medical premium(s) exceed 10% of the total dependent for purposes of this section.

- 1) Medical - Association of Washington Cities Regence Health First Plan.
- 2) Dental - AWC Trust (Plan F - Washington Dental Service) with Orthodontia Option III.
- 3) Vision - AWC Trust (Western Vision Service Plan).

The City will pay employees who have no dependents covered on the City-sponsored medical plan \$125 per month. The City will pay all associated administrative and monthly fees.

ARTICLE 9 - LEAVES

Section 1. Sick leave. Full-time employees shall accrue sick leave at the rate of one day per calendar month for each month compensated. Sick leave is accumulated to a maximum of one hundred and eighty (180) days. Sick leave may be used for time off with pay for bona fide cases of incapacitating illness, injury, disability or for care of dependents as required by state law. Abuse of sick leave shall be grounds for suspension or dismissal.

Section 2. Return to work. A medical certificate may be required when there is cause to suspect sick leave abuse; to assist agencies in protecting the employees from returning to work too soon following an illness or injury; or to protect fellow employees or clients from contagious illness. A medical certificate must be required if the reason was personal illness as cited in WAC 356-18-060 (1)(a), (b), or (c), and continued for more than four continuous workdays.

Section 3. Sick leave bonus. An employee who has taken no sick leave during any six (6) month period shall receive, as a bonus, one annual day off or one day's pay (eight hours) for each period during the term of this Agreement. It shall be the responsibility of the employee to notify the City of the employee's eligibility of the bonus day(s). Upon retirement or voluntary termination twenty-five percent (25%) of unused sick leave shall be paid to an employee with five years or more of continuous city employment. Upon involuntary termination where the Mayor alone grants this benefit at the Mayor's sole discretion, twenty-five percent (25%) of unused sick leave shall be paid to an employee with five years or more of continuous city employment. Upon death, one hundred (100%) percent of sick leave will be paid.

Section 4. Use of sick leave. Sick leave may be used for the following:

- a. Personal illness or physical incapacity resulting from causes beyond the employee's control.
- b. Medical or dental treatment of the employee or his/her dependents.
- c. Illness within the immediate family (spouse or dependents) necessitating the employee's absence from work).
- d. Maternity or paternity purposes relating to childbirth or related circumstances.

Where practicable, notification of absence due to illness or injury shall be given to the relevant supervisor as soon as possible, but no later than one-half hour after the start of the work day. Failure to so notify shall cause the leave so taken to be construed as leave without pay and may result in disciplinary action.

Section 5. Bereavement Leave. A regular full-time employee may be granted up to five (5) days of leave without loss of pay because of death of a member in the immediate family. Leave over five days per death shall be charged to Sick Leave. For purposes of this section, immediate family shall be defined as husband, wife, children, step-children, mother, father, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, grandparents-in-law, brother or sister of the employee and others as authorized by the City Administrator.

Section 6. Military Leave. In accordance with RCW 38.40.060, eligible employees shall receive employer pay up to fifteen (15) days during each calendar year.

Section 7. Jury Duty. While on jury duty, or while appearing as a legally required witness, any jury duty pay received by the employee during such leave shall be deducted from the employee's base pay. Travel time will be granted in the calculation of this deduction.

Section 8. Funeral Participation. An employee may be granted up to three (3) hours' time off, without loss of pay, accrued vacation, or sick leave, to participate in a funeral ceremony when first approved by the respective department head.

Section 9. Voting. When an employee's work schedule is such that he/she cannot

vote prior to or after the normally scheduled working hours, he/she shall be allowed time off to vote without loss of pay, accrued vacation, or sick leave.

Section 10. Emergency call-outs. Emergency call-outs before and after normal working hours. Employees shall be given the discretion to take up to six hours for rest after being called out for emergency work. Any normal work hours missed during this rest period shall be considered as sick leave time. The rest period time shall be deducted from the employee's accumulated sick leave. Any time taken in addition to the six-hour rest period shall be considered vacation time and shall be deducted from the employee's accumulated vacation time. Time taken for a rest period shall not be counted against the employee's time earned towards a bonus day off as described in Section 3 of this Article.

ARTICLE 10 - BENEFIT PLAN

Section 1. Statewide pension plan. The Employer shall participate in the statewide system for pension, relief, disability and retirement for qualified employees as provided in RCW 41.44.050.

Section 2. Substitute Social Security Plan. The City shall provide and maintain a benefit plan as a substitute for Social Security benefits. The City Administrator, with guild advisement, shall select the corporation(s) that will manage these benefits. The plan shall consist of three benefits:

- a. Long-term disability;
- b. Life insurance; and
- c. A deferred compensation plan for retirement income.

Section 3. Worker's Compensation. The city shall insure City employees with the State Worker's Compensation Plan. An employee receiving pay for sick leave who is eligible for time-loss payments under the worker's compensation law, shall for the duration of such payments, receive only that portion of his regular salary which, together with said payments, will equal his/her regular salary. To avoid hardship on the employee caused by a time lag in time-loss payments, he/she shall endorse such payments to the City.

ARTICLE 11 - STAND-BY PAY

An employee scheduled for "standby status" shall be compensated as follows:

1. If the standby period is less than eighteen (18) hours, the employee shall receive one (1) hour of pay or compensation time at his/her overtime rate; or
2. If the standby period exceeds eighteen (18) hours but not twenty-four (24) hours, the employee shall receive two (2) hours pay or compensation time at his/her overtime hourly rate.
3. After twenty-four (24) hours, compensation is calculated by repeating the

aforementioned method.

4. If the employee is called back to work while on stand-by, compensation shall be computed according to Article 4 of this agreement.

Stand-by is defined as: The employee being available to respond to any call for City service during those hours and in such manner as designated by the respective department head. The method of scheduling personnel and the determination of periods for standby assignments shall be the responsibility of the respective department head or his/her designee.

ARTICLE 12 – TEMPORARY APPOINTMENT

Any supervisor who is placed in an acting appointment position, with prior approval of the City Administrator, for a minimum of two weeks, shall receive a pay increase of fifteen percent (15%) (not to exceed the incumbent's actual pay) for the time exceeding two weeks. Accordingly, from two to four weeks, the supervisor would receive a pay increase of fifteen percent (15%). If the temporary assignment extends more than four weeks, the fifteen percent (15%) pay increase (not to exceed the incumbent's actual pay) will be retroactive to the first day of the assignment.

ARTICLE 13 - RIGHT OF ACCESS-GUILD REPRESENTATION

Section 1. Duly authorized representatives of the Guild shall be permitted to enter upon the Employer's premises at reasonable times for the purpose of observing working conditions and transacting Guild business that cannot be transacted elsewhere; provided, however, that the Guild representative first secures approval from the designated Employer representative as to time and place, and that no interference with the work of the employees or the proper operation of the Employer shall result.

Section 2. The Guild agrees that Guild business conducted by Guild members, including the investigation of grievances, shall occur during nonworking hours (e.g., coffee breaks, lunch periods, and before and after regular working hours). Public Works Department employees shall be allowed one-half (1/2) hour each quarter for their use to attend Guild meetings during the half hour of 7:30 a.m. to 8:00 a.m.

ARTICLE 14 - EMPLOYEE RIGHTS

Section 1. Any employee, when being questioned by his/her employer about matters that may result in discipline has the right to:

- A. Receive the specific nature of the charge or allegation against him/her in writing.
- B. Have present his/her choice of the Guild Representative (who must be reasonably available). To a contract maximum of \$250 for all salary-related city expenses, the expense for guild representation shall be paid 50% by the employer when the meeting is requested by the employer. Subsequent to

exceeding the \$250 expense maximum, the Guild employee shall be solely responsible or voting Guild members may, unilaterally in agreement, vote responsibility for representation expenses. The employer shall allow a reasonable length of time for the representative to arrive at the place of meeting.

- C. The questioning by the Employer shall be during normal Employer business hours unless agreed to be held at other times by the Employee.
- D. The employee may receive reasonable intermissions or breaks if the questioning exceeds approximately one hour.

Section 2. City's Rules and Regulations. It is mutually agreed that the Employer has full responsibility and authority to adopt rules and regulations for the operation of the city's departments and conduct of its employees. The Guild agrees that its members shall comply in full with such rules and regulations. Nothing in this Section shall be interpreted to restrict the respective department head and/or the City Administrator the right to make decisions or to establish procedures consistent with the "emergency" nature of operating each department. Emergency shall mean an event or set of circumstances which (1) demands immediate action to preserve public health, protect public property, or to provide relief to any stricken neighborhood overtaken by such circumstances, or (2) reaches such a dimension or degree of destructiveness as to warrant the City Council proclaiming the existence of a disaster or the Governor declaring a state of emergency in accordance with appropriate local and state statute.

Section 3. Maintenance of City services. In the event of any strike, walkout, slow down or work stoppage, the respective department head and/or City Administrator shall retain the right to require necessary level of staffing from the ranks of guild members in order to insure, in the city's immediate discretion, the safe maintenance of city services.

Section 4. Failure to comply with Section 3. Any employee refusing to comply with the conditions of Section 3 above will be subject to immediate dismissal.

ARTICLE 15 - GRIEVANCE PROCEDURES

Grievance defined: A grievance is defined as an alleged violation of express terms and conditions of this Agreement. If any such grievance arises, it shall be submitted to the following grievance procedure.

Time limits in the following steps may be extended only by mutual written consent of the parties hereto.

Step One - The Respective Department Head.

The grievance in the first instance will be presented to the respective department head in writing within ten (10) working days of the alleged breach of the express terms and conditions of this Agreement. Every effort shall be made to settle the grievance at this Step One.

Step Two - City Administrator.

If the respective department head does not adjust the grievance to the complainant's satisfaction within ten (10) working days from the time the grievance was submitted in Step One, then the grievance may be presented to the City Administrator within five (5) working days (15 days after submittal of the grievance to the department head). The grievance shall be presented to the City Administrator in writing, setting forth detailed facts concerning the nature of the grievance, the contractual provisions allegedly violated, and the relief requested. Upon receipt of the written grievance, the City Administrator, assisted by Human Resources, shall, within ten (10) working days, meet with the grievant and/or the representative of the Guild in an attempt to resolve the grievance. Within ten (10) working days after such meeting, the City Administrator shall send to the Guild a written answer stating the Employer's decision concerning the grievance.

Step Three - Mediation.

In the event the grievant, Guild and Employer are not able to resolve the grievance to the employee's satisfaction at Step Two, the parties may request the assistance of the State Mediation Service.

Step Four - Arbitration.

A grievance may be submitted to arbitration by a written demand for arbitration delivered within ten (10) working days following the decision rendered in Step Two. Within ten (10) working days after delivery of the demand for arbitration, the Employer shall select one (1) person and the Guild shall select one (1) person. Within five (5) working days, such selected persons shall then select a third impartial person who shall serve as chairman of the Arbitration Panel. A majority decision of the Arbitration Panel shall be made in writing within twenty (20) working days following the conclusion of the Arbitration hearing(s). Such decision shall be final and binding on both the Guild and the Employer. The authority of the Arbitration Panel is limited to ruling on the correct interpretation or application of the Articles of this Agreement and shall not add to or take away there from. Each party shall be responsible for their own costs and the fees and costs of the arbitrator appointed by them. The fees and costs of the third neutral arbitrator shall be borne equally between the Guild and the Employer.

ARTICLE 16 – DISCIPLINE

Disciplinary action will normally be progressive in nature. Verbal reprimands are a form of counseling, not disciplinary matters subject to the grievance procedure. Disciplinary actions relating to supervisors serving an initial probationary period, or any extension of an initial probationary period, are not subject to the grievance process, provided however, that a supervisor serving a promotional probation has the right to return to his/her former position. The right of return may be terminated only for just cause. Termination of employment status (right of return) is subject to the grievance process.

Any employee subject to discipline shall be entitled to Supervisory Guild representation and/or legal representation at all meetings which the supervisor is required to attend

where discipline is being considered. Records of the discipline may be retained in supervisory files or confidential medical files to confirm the fact of disciplinary action with regard to issues such as reasonable accommodation of a disability or as a step in the process of that progressive discipline has been followed. A summary of all internal investigation files will be retained in accordance with the Washington State Archivists retention schedule.

Section 4. Notice and Opportunity to Respond. Upon reaching the conclusion that just cause exists to discipline a Supervisor with a written reprimand, or suspension without pay, demotion or discharge, the department head or supervisor shall provide the individual, and the Guild, with the following prior to the administration of discipline:

- a. An opportunity to view and/or provided a copy of all materials which a part of or related to the investigation upon which the allegation(s) or charge(s) are based;
- b. The directives, policies, procedures, work rules, regulations or other order of the City that allegedly was violated and how these were violated;
- c. What disciplinary action is being considered.

Section 5. Employee's Response. The affected supervisor and the Guild shall have the opportunity to respond to the allegation(s) or charge(s) verbally or in writing, normally within forty-eight (48) hours of receiving the information and materials provided by the Employer, prior to or at the Pre-Disciplinary meeting, provided the Guild may request a reasonable extension of time to respond, with which the request will not be unreasonably denied by the department head, supervisor or City Administrator.

Section 6. Pre-Disciplinary Meeting. An opportunity to respond to the allegation(s) or charge(s) shall occur at a Pre-Disciplinary meeting conducted and presided over by the department head, supervisor or City Administrator, who shall have the authority to impose or to recommend the proposed disciplinary action. Reasonable advance notice of this meeting, including its time and place, shall be given to the supervisor and the Guild. This meeting shall be informal. The supervisor shall be given reasonable opportunity to be heard, to respond to the allegation(s) or charge(s), and to have the responses considered prior to the imposition of discipline.

Section 7. Representative or legal counsel. The supervisor may elect to have a representative and/or legal counsel present at the initial or subsequent interviews or at the pre-disciplinary meeting, provided that the participation of a representative and/or legal counsel does not unreasonably delay the interview or review process. An "unreasonable delay" means any delay in excess of ten (10) business days after the date of notice of delivery to the supervisor/employee.

Section 8. Employer's Decision. Within a reasonable timeframe, not to extend beyond thirty (30) calendar days from the date of the Pre-Disciplinary meeting, the department head, supervisor or City Administrator shall issue a written decision imposing discipline, exonerating the employee or taking such other action deemed

appropriate.

ARTICLE 17 – PERSONNEL REGULATIONS AND POLICIES

Section 1. All employees of this bargaining unit, in addition to being governed by this Agreement, shall also be subject to the Personnel Regulations and Policies published by the Employer having general applicability to all employees of the Employer and any subsequent personnel policies, rules and regulations that may be promulgated in the future, so long as they do not conflict with this Agreement. In case of any conflict, this Agreement shall be the controlling policy for the employees covered by this Agreement. Any changes made in the personnel policies, rules and regulations shall be approved by the Employer with Guild input.

Section 2. During the term of this Agreement, employees may submit a written request that his/her department head review that employee's job classification. The department head will submit the request to Human Resources.

Section 3. An employee who is promoted or reclassified to a higher salary range (not transferred) shall receive an increase in salary of not less than 3%.

Section 4. Return – Promoted or transferred employees who do not satisfactorily complete a six (6) month probationary period shall have the right to return to their previous job classification without prejudice, provided that there is a vacant position in that classification. The City will not be required to create a new position for the employee to return to, nor will it be required to “bump” another employee, regardless of status, out of a position for the employee to return to. If the City needs to backfill the vacated position immediately a temporary employee will be utilized if practical, i.e.; summer help, temporary help, interns, etc. The City will notify the guild as to whether or not the position will be backfilled with temporary help during the 6 month probationary period.

Section 5. Any time a recruitment for a city position is posted externally, it shall be simultaneously posted internally as well. The City sees the value of growing its employees and recruiting/promoting from within. When and where practical and at the City Administrator's discretion, the City shall internally post job announcements for at least one week before advertising the position externally.

ARTICLE 18 - PERSONNEL RECORDS

The Employer and Guild recognize that effective management requires the maintenance of records regarding an employee's career development. These records may accompany an employee through succeeding management administrations. To ensure that the doctrine of fairness is applied with respect to these records, the following procedure will be adhered to:

1. Whenever any paper is entered into an employee's personnel file, a copy of

same shall be provided to the employee.

2. In the case of any paper which reflects unfavorably upon an employee, the employee shall be allowed an opportunity to respond to the content of the paper, in writing, and the employee response shall be included in the personnel file.
3. Each employee shall be allowed access to his personnel file for review of its contents at reasonable times and upon reasonable notice.
4. Human Resources shall take measures to assure that, within the Guild, only legitimate supervisory and administrative personnel, and the employee, have access to the employee's personnel file. The confidentiality of personnel records is acknowledged to the extent permissible by law.

ARTICLE 19 - UNIFORMS AND EQUIPMENT

Safety Equipment: At the time of employment, and as needed thereafter as determined by the City Administrator, safety equipment will be assigned as required by Washington State and Federal regulations. These items are to include but are not limited to gloves, safety vests, safety goggles or hard hats.

At the time of employment, and as needed thereafter as determined by the City Administrator, the Wastewater Treatment Plant Supervisor and the Public Works Superintendent will be assigned the following uniform items:

A. Uniform:

1. 5 trousers
2. 5 short sleeve shirts
3. 3 long sleeve shirts
4. safety shoes or boots (Not to exceed \$250 per year)
5. 3 jackets
6. 5 coveralls

B. Rain Gear:

1. 1 waterproof coat
2. 1 waterproof trousers
3. 1 pair waterproof shoes or boots

C. Safety Equipment:

All safety equipment as required by Washington State and Federal regulations. These items are to include but are not limited to gloves, safety vests, safety goggles or a \$350 prescription safety glasses allowance for frames every other year, lenses every year and hard hats.

At the time of employment, and as needed thereafter as determined by the City Administrator, full time and regular part time employees receiving benefits, employees from the Planning, Building and Public Works Departments who make periodic inspections or otherwise required to represent the City for development and construction projects outside of the office may be assigned the following uniform items:

A. Uniform:

1. 1 summer jacket
2. safety shoes or boots (Not to exceed \$250 per year)
3. 1 winter jacket
4. 2 coveralls
5. 4 Logo shirts

B. Rain Gear:

1. 1 waterproof coat
2. 1 waterproof trouser
3. 1 pair waterproof shoes or boots

C. Safety Equipment:

All safety equipment as required by Washington State and federal regulations. These items are to include but are not limited to gloves, safety vests, safety goggles and hard hats.

The uniform shall meet the approval of the City Administrator and all purchases shall be through his/her office's established procedures. The employee agrees to maintain and keep in good condition and repair all parts of the uniform, and will have available for inspection on due notice his/her complete uniform.

ARTICLE 20 – VACCINATIONS

The Employer shall provide those Employees who are subject to risk or potential disease exposure with the proper and required vaccinations for Hepatitis A, Hepatitis B and Tetanus along with any other vaccinations as required or recommended by the Tacoma/Pierce County Health Department.

ARTICLE 21 - LEAVE SHARING

As per Resolution 393, employees may extend their accrued vacation time to any employee to a maximum benefit of 261 days in any one incidence. For employees eligible for unpaid FMLA leave, shared leave must be used at the same time as unpaid FMLA leave.

ARTICLE 22 - SAVING CLAUSE

If any article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement shall continue in full force and effect. The article and section held invalid shall be modified as required by law or the tribunal of competent jurisdiction, or shall be renegotiated to a mutually agreeable resolution for the purpose of adequate replacement.

ARTICLE 23- COMPLETE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had an unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercises of that right and opportunity are set forth in this Agreement. Therefore, the parties for the life of this Agreement voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement.

ARTICLE 24 - TERM OF AGREEMENT

This Agreement is effective January 1, 2015, and shall continue in full force and effect to and including December 31, 2014. Notice to negotiate a new agreement shall be given within ninety (90) days prior to the expiration date.

Notice to negotiate a new agreement shall be given within ninety (90) days prior to the expiration date.

IN WITNESS WHEREOF, we attached our signatures this ____ day of Month, 2014.

CITY OF GIG HARBOR

GIG HARBOR SUPERVISORS' GUILD

Jill Guernsey, Mayor

Stephen Misiurak, Co-President

Ronald L. Williams, City Administrator

Kay J. Johnson, Co-President

ATTACHMENT "A"

2012 GIG HARBOR EMPLOYEE'S SALARY SCHEDULE including 2.2% COLA

POSITION	2015 RANGE	
	Minimum	Maximum
Building & Fire Safety Director	7,176	8,970
City Engineer	7,234	9,043
Information Systems Manager	7,234	9,043
Planning Director	7,234	9,043
Tourism and Communications Director	6,491	8,114
Public Works Superintendent	6,408	8,010
Wastewater Treatment Plant Supervisor	6,408	8,010
Court Administrator	6,119	7,649

Includes cost of living adjustment calculated at 2.2% for 2015.

ATTACHMENT "B"

PERSONNEL SALARIES

SALARY RANGES ADJUSTED ANNUALLY

1. City employees shall have the opportunity to suggest modifications in salaries and other wage supplements to the City Administrator.
2. Employees who have yet to reach the top of their salary range shall be eligible for performance pay increases of 0% to 5% each year. Such performance pay increases shall be added to their base rate of pay to compute the employee's new salary. Performance pay increase shall be approved by the City Administrator. Once an employee has reached the top of his/her salary range (control point) the employee shall be eligible for merit/bonus compensation up to 5% of the employee's annual base salary. Such merit/bonus pay increase shall not be added to the employee's base pay. This merit bonus pay is separate, non-cumulative compensation and must be earned through exemplary performance each evaluation period.

DISCRETIONARY PERFORMANCE-BASED PAY PROGRAM

1. In an effort to attract and retain talented employees, the City has agreed to offer some additional performance-based incentives to eligible employees as described below.
2. Discretionary Performance-Based Pay is intended to recognize employees who perform beyond their employment duties as described in their job descriptions and who provide excellent value and exceptionally high quality service that benefits the City of Gig Harbor. Discretionary Performance-Based Pay is only available to employees who are no longer eligible for performance pay increases because they have reached the maximum level of their salary range. This discretionary performance-based pay shall not be added to the employee's base pay and is separate, non-cumulative compensation.
3. The percentage awarded will range from 0.5% to 4% in defined incremental amounts of 0.5% or greater. The percentage awarded shall depend on the employee reaching certain specific criteria as described below:
 1. A supervisor, in collaboration with each eligible employee, shall set specific goals and/or criteria representing tangible and/or intangible contributions resulting in providing excellent value or exceptionally high quality service. The goals and/or criteria shall be included in the employee's annual performance evaluation along with associated percentages of pay for achieving each of the goals and/or criterion. This will be known as the Discretionary Performance Plan (Plan).

2. The Plan for each employee shall be approved in advance by the City Administrator, with input from Human Resources.
 3. The review period shall be for one year, beginning on the employee's annual anniversary date and continuing through the subsequent 12 months.
 4. The discretionary performance-based pay awarded shall be calculated solely on the employee's annual base salary.
 5. At the end of the review period, the supervisor shall meet with the employee to determine which, if any, of the Plan elements have been achieved and therefore, what percentage of pay, if any, has been earned by the specific employee.
 6. The City Administrator shall review the decisions of the supervisor with regard to any Discretionary Performance-Based Pay recommended by that supervisor. The City Administrator retains discretion to reject the supervisor's decision in the event that the Plan elements, approved in accordance with Item 2 of this section, have not been achieved.
 7. To receive the discretionary-based performance pay, the employee must be in good standing with the City, meaning no pending or imposed disciplinary actions during the previous 12 months of the review period.
 8. This program is a pilot program and will expire on December 31, 2017. Any discretionary pay earned in 2017 shall be paid to employees at the end of their review period in 2018, regardless of whether the pilot program is continued.
4. The City's budget shall reflect a budget line item within each Department's budget with an estimated amount of funds, if any, to be used for Discretionary Performance-Based Pay.



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

Subject: Stanich Ave. and Milton Ave.
Guardrail Improvement– Construction
Contract Award and Change Order Authority

Dept. Origin: Public Works/Engineering

Proposed Council Action:

1. Authorize the Mayor to execute a Small Works Contract with Peterson Brothers, Inc., in an amount not exceed \$14,677.39; and
2. Authorize the City Engineer to approve additional expenditures up to \$2,000 to cover any Public Works Contract change orders.

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

For Agenda of: November 24, 2014

Exhibits: Small 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
	<i>JG</i> 11/17/14
	<i>RW</i> 11/18/14
	Per email 11-18-14
	<i>BJ</i> 11/19/14
	<i>SM</i> 11-18-14

Expenditure Required	\$16,677.39	Amount Budgeted	\$ 0	Appropriation Required	\$16,677.39
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INFORMATION/BACKGROUND

Last year, an errant vehicle destroyed the wood post metal beam guard rail at the bottom of Stanich Lane. This contract provides for the replacement and upgrade to a steel post metal beam guard rail system at this location. Additionally, this contract will provide for the new installation of guardrail along the downward facing slope at the corner of Milton and Vernhardson, where in a prior year, an errant vehicle went over the slope embankment and rested in the homeowner's driveway.

BID RESULTS

The City reviewed the small works consultant roster and requested three quotation proposals, of which one installer was too busy to respond, one installer quoted in excess of \$29,000 and Peterson Brothers was the lowest responsive installer.

FISCAL CONSIDERATION

The 2014 Street operating budget has an annual allocation of \$25,000 for guardrail replacements as needed on a case by case basis.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION/MOTION

1. Authorize the Mayor to execute a Small Works Contract with Peterson Brothers, Inc., in an amount not exceed \$14,677.39; and
2. Authorize the Public Works Director to approve additional expenditures up to \$2,000 to cover any Public Works Contract change orders.

Petersen Brothers, Inc.

2008 EAST VALLEY HIGHWAY
SUMNER, WASHINGTON 98390
(253) 833-2544 (253) 863-8136
FAX (253) 863-5951

Contractors # CC-01 PETERBI187NZ

Project Name: STANICH AVE & MILTON AVE. GUARDRAIL IMP. (CITY OF GIG HARBOR)

BID DATE: 11/13/2014

PAY ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1	Beam Guardrail Type 31	75.00	L.F.	91.37	6,852.75
2	Beam Guardrail Type 31 Non-Flared Terminal	2.00	EACH	2,648.86	5,297.72
3	Beam Guardrail Anchor Type 10	2.00	EACH	1,263.46	2,526.92
	TOTAL QUOTE				14,677.39

Name: SPENCER PAYNE
Phone: 253-514-2732
Email: paynes@cityofgigharbor.net

This quote contains the following exclusions/qualifications:

Pricing includes Sales Tax.

CITY OF GIG HARBOR WILL PROVIDE TRAFFIC CONTROL FOR BOTH LOCATIONS

**Price does not include traffic control unless specified.

**Prices include material & installation, bond and insurance. Beam Guardrail is available in 12.5' and 6.25' lengths.

**Prices are good if contract is received within 30 days after award of job, after 30 days prices must be renegotiated.

**IF ACCEPTED PLEASE SIGN AND FAX BACK TO 253-863-5951
NO WORK WILL BE PERFORMED WITHOUT PROPER AUTHORIZATION**

By: _____
Title: _____
Company Name: _____
Address: _____

Date: _____
Phone: _____
Fax: _____

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

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

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

1. Scope of Work.

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

2. Time of Performance and Completion.

The work to be performed under this Contract shall commence as soon as the Contractor has received a Notice to Proceed from the City. All work shall be completed no later than 90 days from date of commencement stated in Notice to Proceed.

3. Payments.

The Contractor agrees to perform all work called for at the rate of Fourteen Thousand Six Hundred Seventy-Seven Dollars and Thirty Nine Cents (\$14,677.39), including applicable Washington State Sales Tax. Said sum shall constitute full compensation for all labor, materials, tools, appliances, etc. required to perform the required services. Total compensation shall not exceed Fourteen Thousand Six Hundred Seventy-Seven Dollars and Thirty Nine Cents (\$14,677.39).

4. Retainage.

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

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

_____ Deposited by the City in an interest bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until after the final

acceptance of said improvement or work as completed, or until agreed to by both parties: Provided, that interest on such account shall be paid to the Contractor; or

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

5. Performance and Payment Bond - 50% Letter.

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

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

6. Warranty/Maintenance Bond.

The Contractor hereby warrants that it is fully licensed, bonded and insured to do business in the State of Washington as a general contractor. The Contractor will warranty the labor and installation of materials for a two-year warranty period and shall furnish a maintenance bond for 15% of the contract amount on the City's standard maintenance bond form in order to guarantee that the work specified in Exhibit A and completed by Contractor will remain free from defects in workmanship and materials for a period of two years after completion of construction.

7. Indemnity.

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

this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

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

8. Insurance.

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

B. The Contractor shall secure and maintain in force throughout the duration of this Contract, comprehensive general liability insurance with a minimum coverage of not less than a limit of \$1,000,000 per occurrence, \$2,000,000 annual aggregate for bodily injury, including death, and property damage. The insurance will be written on an occurrence basis, by an 'A' rated company licensed to conduct business in the State of Washington. The general liability policy shall name the City as an additional insured and shall include a provision prohibiting cancellation, changes and reductions of coverage under said policy except upon thirty (30) days prior written notice to the City. Certificates of coverage as required by this Section shall be delivered to the City with the signed Contract. Under this Agreement, the Contractor's insurance shall be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage with respect to defense and indemnity of the City only and no other party. Additionally, the commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

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

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

9. Prevailing Wage.

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

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

10. Termination.

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

B. Termination by City for Convenience. The performance of work under this Contract may be terminated by the City in accordance with this paragraph in whole or in part, whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Contractor of a Notice of

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

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

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

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

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

14. Relationship of Parties. The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Contractor is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subcontractor of the Contractor shall be or shall be deemed to be the employee, agent, representative or subcontractor of the City. In the performance of the work, the Contractor is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to

the employees, agents, representatives, or subcontractors of the Contractor. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and subcontractors during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Contractor performs

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

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

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

CITY OF GIG HARBOR

CONTRACTOR

MAYOR JILL GUERNSEY
Date: _____

Petersen Brothers, Inc.
By: _____
Title: _____
Date: _____

ATTEST/AUTHENTICATED:

MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:
Office of the City Attorney

GUARDRAIL SECTION

1	Reflectorized end terminal shall be installed according to manufacturer's recommendations
3-8 & 10-14	6'-3" straight guardrail panels
2	12'-6" convex guardrail panel Radius: 75' Chord: 12'-5 3/4"
10	12'-6" concave guardrail panel Radius: 65' Chord: 12'-5 3/4"
14	Type 5 Anchor (refer to WSDOT STND. Plans) Design C Radius: 6" Unit Length: 1'-6"

DESIGN NOTES

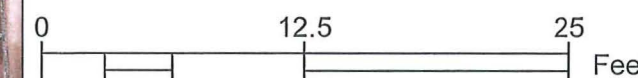
- 1.) Post: W6x8.5 6'0" (strong posts)
- 2.) Post will be installed at 6'-3" center
- 3.) 5/8"x1-3/4" Bolts
- 4.) 31" top of guardrail installation height
- 5.) Guardrail sections 6'-3" (length)
- 6.) Refer to standard plans for guardrail & post installation
- 7.) Block spacers will be added during installation



Reflective object end terminal (traffic facing) with chevron pattern

WSDOT STND. PLANS

Refer to supplied Standard Plans for WSDOT specified plans



REVISIONS
Remove #2 guardrail, section replace with two straight 6'3" section. This will remove guardrail flair, however the end terminal must be off the EP so 25' from the end begin a straight guardrail flair so that the end terminal will be off the road EP. -Use Standard Plan C-4e.



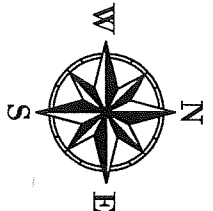
PUBLIC WORKS DEPARTMENT
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-6170
www.cityofgigharbor.net

DESIGNED BY: SP
DRAWN BY: SP
CHECKED BY: STM
APPROVED BY: STM
SCALE: AS SHOWN
OTHER: --

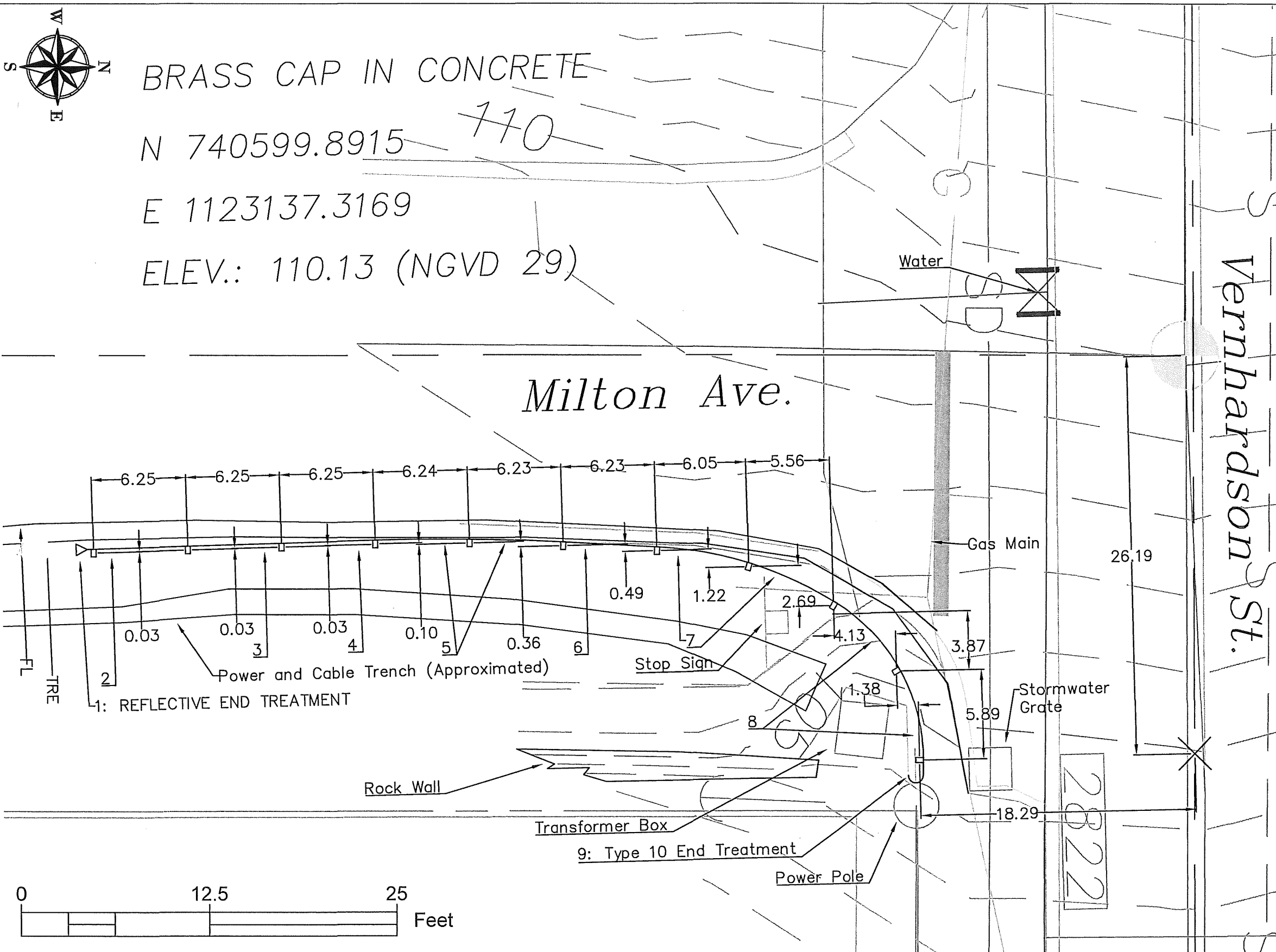
STANICH AVENUE GUARDRAIL IMPROVEMENTS

METAL BEAM GUARDRAIL	JOB NO.	X	
	DRAWING NO.	1	
	SHEET OF	1 2	

GUARDRAIL SECTION



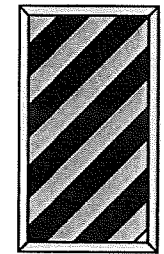
BRASS CAP IN CONCRETE
 N 740599.8915 *770*
 E 1123137.3169
 ELEV.: 110.13 (NGVD 29)



1	Reflectorized end terminal shall be installed according to manufacturer's recommendations
2-4 6	6'-3" straight guardrail panels
5	12'-6" convex guardrail panel Radius: 150' Chord: 12'-6"
7	12'-6" convex guardrail panel Radius: 25' Chord: 12'-4 1/2"
8	12'-6" convex guardrail panel Radius: 12' Chord: 11'-11 3/8"
9	Type 10 Anchor (refer to WSDOT STND. Plans) Design C Radius: 6" Unit Length: 1'-6"

DESIGN NOTES

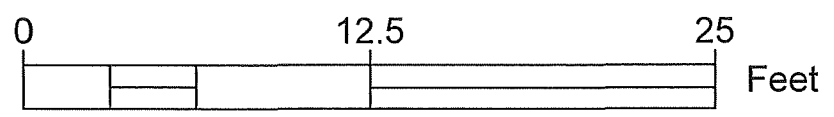
- 1.) Post: W6x8.5 6'0" (strong post)
- 2.) Post will be installed at 6'-3" center
- 3.) 5/8"x1-3/4" Bolts
- 4.) 31" top of guardrail installation height
- 5.) Guardrail sections 6'-3" (length)
- 6.) Refer to standard plans for guardrail & post installation
- 7.) Block spacers will be added during installation



Reflective object end terminal (traffic facing) with chevron pattern

WSDOT STND. PLANS

Refer to supplied Standard Plans for WSDOT specified plans



REVISIONS



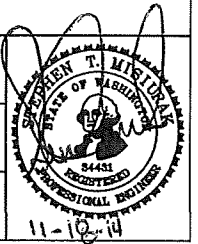
PUBLIC WORKS DEPARTMENT
 3510 Grandview Street
 Gig Harbor, WA 98335
 (253) 851-6170
 www.cityofgigharbor.net

DESIGNED BY: SP
 DRAWN BY: SP
 CHECKED BY: STM
 APPROVED BY: STM
 SCALE: AS SHOWN
 OTHER: --

MILTON AVENUE GUARDRAIL IMPROVEMENTS

METAL BEAM
 GUARDRAIL

JOB NO.	X
DRAWING NO.	2
SHEET OF	2 2



11-10-14



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

Subject: Second Reading of Ordinance – Performance Based Height Exception.

Proposed Council Action: Adopt ordinance at second reading.

Dept. Origin: Planning

Prepared by: Jennifer Kester
Planning Director

For Agenda of: November 24, 2014

Exhibits: Ordinance and Application

Concurred by Mayor:

Initial & Date

Approved by City Administrator:

[Signature] 11/17/14

Approved as to form by City Atty:

[Signature] 10/29/14

Approved by Finance Director:

N/A

Approved by Department Head:

[Signature] 11/14/14

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.

Enclosed is 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

Adopt ordinance at second reading.

ORDINANCE NO. 1305

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, size of set storage, 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 November 10th, 2014; and

WHEREAS, on November 24th, 2014, 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 24th day of November, 2014.


CITY OF GIG HARBOR

Jill Guernsey, Mayor

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

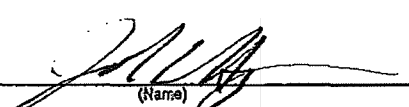
APPROVED AS TO FORM:
Office of the City Attorney



Angela G. Summerfield

FILED WITH THE CITY CLERK: 11/05/14
PASSED BY THE CITY COUNCIL: 11/24/14
PUBLISHED: 12/03/14
EFFECTIVE DATE: 12/08/14
ORDINANCE NO: 1305

PL-Zone 14-0005

<p>CITY OF GIG HARBOR APPLICATION</p> <p><input checked="" type="checkbox"/> Zoning Code Text Amendment <input type="checkbox"/> Area-Wide Zoning Map Amendment</p>	<p>CITY USE ONLY</p> <p>Date Received: <u>8/20/14</u> By: <u>JK LCA</u> Receipt # _____ By: _____</p>
<p>Name of project/proposal: <u>Amendment to applicable building types for a Performance Based Height Exception</u></p>	
<p>Applicant: <u>Gateway Capital, LLC</u> <small>(Name)</small></p> <p><u>4423 Pt Fosdick Dr NW # 100-2</u> <u>851-4557</u> <small>Street Address Phone</small></p> <p><u>Gig Harbor WA</u> <u>98335</u> <small>City & State Zip</small></p> <p>Owner: <u>Gateway Capital LLC</u> <small>(Name)</small></p> <p><u>4423 Pt Fosdick Dr # 100-2</u> <u>851-4557</u> <small>Street Address Phone</small></p> <p><u>Gig Harbor WA</u> <u>98335</u> <small>City & State Zip</small></p> <p>I(We):  <small>(Name)</small> <u>8/14/14</u> <u>John Hogan</u> <small>Signature Date</small></p> <p>_____ <small>Signature Date</small></p>	<p>Property Location (for map amendment): Address: _____ Section: _____ Township: _____ Range: _____ Assessor's Tax Parcel Number: _____ Full Legal Description (attach separate sheet if too long) Acreage or Parcel Size _____</p> <p>Utilities: 1. Water Supply (Name of Utility if applicable) a. Existing: _____ b. Proposed: _____ 2. Sewage Disposal: (Name of Utility if applicable) a. Existing: _____ b. Proposed: _____ 3. Access: (name of road or street from which access is or will be gained.)</p>
<p>For Map Amendments: Current Zoning District: _____ Requesting District: _____</p> <p>Existing land use: Describe (or illustrate separately) existing land use, including location of all existing structures and setbacks (in feet) from property lines.</p>	

RECEIVED BY

AUG 20 2014
CITY OF GIG HARBOR

$\$3550 + \$425.00 \text{ (sepa)} = \$3975.$

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;



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

Subject: Twawelkax Trail Survey—Consultant Services Contract

Proposed Council Action: Authorize the Mayor to execute a Consultant Services Contract with Sitts & Hill Engineers, Inc. for an amount not to exceed \$7,783.00.

Dept. Origin: Public Works

Prepared by: Jeff Langhelm

For Agenda of: November 24, 2014

Exhibits: Consultant Services Contract with Scope and Fee

	Initial & Date
Concurred by Mayor:	JCS 11/20/14
Approved by City Administrator:	RW 11/20/14
Approved as to form by City Atty:	VIA EMAIL 11/19/14
Approved by Finance Director:	SP 11/20/14
Approved by Department Head:	JDX 11/20/14

Expenditure Required	\$ 7,783.00	Amount Budgeted	\$ 20,000.00	Appropriation Required	\$0
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INFORMATION/BACKGROUND

The City has worked with the Gig Harbor Morning Rotary to develop a trail connection between the Cushman Trail and the Harborview Drive corridor. The proposed name of the trail connection is Twawelkax Trail. Design and permitting assistance for the Trail has been included as part of City's budget in the Parks Development fund from 2012 through 2014.

Throughout this process the City has been working with Rosedale Village, LLC and the Rotary Club to determine the location and scope of the Trail. The City and Rosedale Village, LLC have tentatively agreed on proposed easement language and location of the Trail.

The proposed Consultant Services Contract with Sitts & Hill will capture additional topographic information along the proposed alignment, survey the proposed alignment, and create a legal description of the proposed alignment.

FISCAL CONSIDERATION

The 2012 City Budget's Park Development Fund (109) has allocated the following for this project:

2014 Budget for Park Development Fund for Twawelkax Trail (Objective No. 6)	\$ 20,000.00
Anticipated 2012 Expenses	
Sitts & Hill Consultant Services Contract for Survey	(\$ 7,783.00)
Remaining 2014 Budget =	\$ 12,217.00

BOARD OR COMMITTEE RECOMMENDATION

N/A.

RECOMMENDATION/MOTION

Move to: Authorize the Mayor to execute a Consultant Services Contract with Sitts & Hill Engineers, Inc. for an amount not to exceed \$7,783.00.

**PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
SITTS & HILL ENGINEERS, INC.**

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

RECITALS

WHEREAS, the City is presently engaged in Twawelkax Trail Design and desires that the Consultant perform services necessary to provide the following consultation services; and

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

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

TERMS

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

2. **Payment.**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Seven Thousand Seven Hundred Eighty-Three and No Cents (\$7,783.00) 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 January 31, 2015; 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:
Sitts & Hill Engineers, Inc.
ATTN: Mike McEvelly, P.L.S.
4815 Center Street
Tacoma, WA 98409
(253) 474-9449

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

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 20____.

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its: _____

By: _____
Mayor Jill Guernsey

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit A

SITTS & HILL ENGINEERS, INC.

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

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

November 18, 2014

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

TO: Mr. Jeff Langhelm, P.E.

SUBJECT: ***PROPOSAL FOR SURVEYING SERVICES FOR TWAWELKAX TRAIL SITE IN GIG HARBOR, WASHINGTON***

Dear Jeff:

Sitts & Hill Engineers is pleased to present this proposal for surveying services for the Twawelkax Trail site in Gig Harbor, Washington. Sitts & Hill Engineers is committed to providing the Project Team with the high level of responsiveness and service necessary to make this a cost effective and successful project.

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

PROJECT DESCRIPTION

Sitts & Hill Engineers proposes to provide surveying services on the above referenced project.

ASSUMPTIONS

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

1. Notice will be provided to property owners, as necessary, by the City.
2. The Horizontal Datum for all work will be ground coordinates based on NAD 83/91 Washington State Plane Grid Coordinate System, South Zone (4602).
3. The Vertical Datum for all work will be NGVD 29.

BASIC SCOPE OF SURVEYING SERVICES

Sitts & Hill Engineers understands the Scope of surveying services to be defined as follows. A more detailed list of sub-tasks is attached in our cost estimate breakdown. If Additional Items are required or excluded, please contact our office so that adjustments can be made to the proposed fees.

1. Project Coordination.
2. Recover Survey Control set during previous site surveying effort.

City of Gig Harbor
2014-11-18
Page 2 of 2

3. Location of proposed trail alignment staked by others.
4. Preparation of legal description and exhibit to accompany proposed trail easement document.
5. Topographic surveying of red clouded areas shown on attached exhibit provided by City.
6. Provide topographic mapping deliverables in AutoCAD version 2007 or later, including supporting electronic files.
7. Signed and sealed hard copies of updated Topographic Survey, and legal description and exhibit.

EXCLUSIONS - BASIC SCOPE OF SURVEYING SERVICES

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

1. Setting of permanent property corners and subsequent filing of a Record of Survey per (RCW 58.09.040)

SURVEYING FEES

Basic surveying services are Time and Materials basis and will be billed monthly.

Proposed Fee Schedule

Total Surveying Services \$7,783.00

We are prepared to begin work upon receipt of Authorization to Proceed. Attached, please find our Cost Estimate Breakdown and Chargeout Rate Sheet. Sitts & Hill assumes that a consultant agreement will act as our contract to complete this work, and will be provided by the City upon acceptance of our scope and fee. We appreciate this opportunity to submit this proposal. If you have any questions, please don't hesitate to contact our office.

Sincerely,

SITTS & HILL ENGINEERS, INC.



Mike McEvilly, P.L.S.
Survey Manager

Exhibit B

SURVEYING SERVICES ESTIMATE

PREPARED FOR:

FILE: 2014-11-05 Twawelkax Trail Survey.xls
 DATE: November 5, 2014
 ESTIMATE BY Mike McEvelly

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

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

PROJECT: Twawelkax Trail Survey

DESCRIPTION	SURVEY MANAGER \$128	PROJECT SURVEYOR \$110	ONE MAN CREW \$110	TWO MAN CREW \$160	SURVEY TECH. \$75	MILEAGE \$0.550	MATERIAL (PER UNIT) \$0.50	TOTAL COSTS	
TOPOGRAPHIC SURVEY									
1. Coordinate with City	2	4						\$696	
2. Recover and Establish Survey Control				4		10		\$646	
3. Locate Proposed Trail Alignment Staked by Others				12		10		\$1,926	
4. Perform Additional Topography				16	8			\$3,160	
5. Calculate New Alignment		4						\$440	
6. Prepare Legal Description and Exhibit	2	4						\$696	
7. Finalize and Deliver		2						\$220	
8.								\$0	
9.								\$0	
10.								\$0	
NOTES:	4	14	0	32	8	20	0	\$7,783	
	\$512	\$1,540	\$0	\$5,120	\$600	\$11.00	\$0.00		
	TOTAL MAN HOURS:		58						
SUB-TOTAL COSTS:								\$7,783	

Note - Chargeout rates current 9/1/2014. Rates shown are typical and may vary between individuals.

Exhibit B

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

The following are representative charges:

CIVIL AND STRUCTURAL ENGINEERING DESIGN

Principal	\$ 145/Hour
Senior Project Manager	\$ 115 - 132/Hour
Project Manager	\$ 98 - 126/Hour
Project Architect	\$ 98 - 110/Hour
Engineer	\$ 63 - 126/Hour
Landscape Architect	\$ 116/Hour
Inspectors & Technicians	\$ 63 - 101/Hour

SURVEYING

Principal Land Surveyor	\$ 138 - 145/Hour
Survey Manager	\$ 128/Hour
Senior Project Surveyor	\$ 115 - 130/Hour
Project Surveyor	\$ 90 - 110/Hour
Survey Technician	\$ 63 - 95/Hour
Field Crew Chief	\$ 65 - 95/Hour
Field Crew Member	\$ 60 - 70/Hour
One Man Field Crew	\$ 110/Hour

SUPPORT PERSONNEL

CAD Technician	\$ 66 - 101/Hour
BIM Design Technician	\$ 100 - 110/Hour
Administration	\$ 61 - 77/Hour

MISCELLANEOUS

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

CONSULTING ENGINEER AND COURT CASES

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

Effective September 1st, 2014

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: Public Hearing and second reading
- 2015-2016 biennial budget ordinance

Proposed Council Action: Hold public hearing and adopt 2015-2016 budget ordinance.

Dept. Origin: Finance

Prepared by: David Rodenbach, Finance Director

For Agenda of: November 24, 2014

Exhibits: Budget Ordinance

Initial & Date

Concurred by Mayor:

Approved by City Administrator

Approved as to form by City Atty:

Approved by Finance Director:

RW 11/20/14
by e-mail
DR 11/20/14

Expenditure	Amount	Appropriation
Required \$103,223,395	Budgeted 0	Required \$103,223,395

INFORMATION / BACKGROUND

The total city biennial budget, which includes all funds, is \$103,223,395. 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 \$103,223,395. 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	22,827,544	5,827,945	34%
Ending Balance	22,960,519	12,592,459	(10,368,060)	-45%
Total Uses	95,279,120	103,223,395	7,944,275	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

A transfer of \$20,000 from the General fund to the Public Arts Capital fund was added to the budget following the first reading.

The following changes resulting from the October 20 and 21 Council Study sessions were 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 adopt 2015-2016 biennial budget ordinance.

ORDINANCE NO. 1306

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	\$6,860,344
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	918,724
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	87,377
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		\$103,223,395

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: 11/05/14
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO. 1306

Attachment A

POSITION	2015 RANGE	
	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



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

Subject: Public Hearing and First Reading of Ordinance – 2014 Planning Housekeeping Amendments

Proposed Council Action: Hold public hearing and review ordinance

Dept. Origin: Planning

Prepared by: Jennifer Kester
Planning Director *JK*

For Agenda of: November 24, 2014

Exhibits: Draft ordinance;
Summary of amendments.

	Initial & Date
Concurred by Mayor:	<i>JK 11/19/14</i>
Approved by City Administrator:	<i>RW 11/18/14</i>
Approved as to form by City Atty:	<i>email 11/18/14</i>
Approved by Finance Director:	<i>N/A</i>
Approved by Department Head:	<i>JK 11/19/14</i>

Expenditure Required	Amount Budgeted	Appropriation Required
0	0	0

INFORMATION / BACKGROUND

Over the last decade, the Planning Department has been documenting text amendments to our code (Title 16, 17, 18 and 19) necessary to clarify permitting procedures, correct errors and omissions, reduce the need for interpretations and improve customer service. Over 200 such efficiency amendments have been identified over the years. Many were resolved as part of past housekeeping updates in 2010 and 2012.

In order to keep up with the growing list, staff is proposing a set of housekeeping amendments for 2014. As processed before, these receive direct consideration from the Council and therefore are not reviewed by the Planning Commission.

The enclosed summary sheet explains the proposed amendments. The ordinance shows the actual code changes in numerical order.

ENVIRONMENTAL ANALYSIS

The City's SEPA Responsible Official issued a threshold Determination of Nonsignificance (DNS) for this Ordinance on November 5, 2014.

FISCAL CONSIDERATION

None.

BOARD OR COMMITTEE RECOMMENDATION

The Planning and Building Committee reviewed these housekeeping amendments at their November 3, 2014 meeting.

RECOMMENDATION / MOTION

Hold public hearing and review ordinance



PLANNING DEPARTMENT

FROM: JENNIFER KESTER, PLANNING DIRECTOR
SUBJECT: 2014 HOUSEKEEPING AMENDMENTS

SUMMARY OF PROPOSED HOUSEKEEPING AMENDMENTS:

1. **Appeals:** Remove Council as appeal body for Plat Alterations and Vacations consistent with Type III permits. Appeals go to Superior Court
2. **Binding Site Plans (BSP):** Update BSP code to correctly reference R-1 standards.
3. **Building Height:** Reference Design Manual measurement in Building Height definition. Allow natural grade to include civil permit approved topography that is part of a final plat.
4. **Commercial v. nonresidential:** Clarify the use of "commercial" and "nonresidential" to match intent and interpretation of the code. Terms have sometimes been used interchangeably throughout the years of code creation.
5. **Common Area Standards:** Codify 1996 version of code. Current design manual only references 1996 code; this leads to applicants not designing to meet common area requirements.
6. **Definitions - Commercial Gym:** Personal Services include "exercise facilities" and Indoor Commercial Recreation includes "fitness centers". Allow indoor fitness center up to 20,000 square feet in the Personal services land use category. Indoor fitness centers greater than 20,000sf are included in Indoor Commercial Recreation
7. **Definitions - Pet Services:** Kennel includes "grooming, housing and boarding" and Personal Services include spa services. Staff has interpreted spa services as allowing indoor pet grooming. Clarify code to add indoor per grooming salons to Personal Services and clarify that Kennel includes pet day care centers.
8. **Density:** Amend the net buildable land calculation section to reflect updated Public Works Standards terms for "roads" to be consistent in interpretation between departments.
9. **Density:** Update net buildable lands exclusions to reflect SMP, landscape code and critical area ordinance terms.
10. **Design Manual References:** Fix incorrect references.
11. **Design Manual Applicability 17.98.030:** Remove short plat from needing a Design Review application. Minimal Design Manual standards apply to short plats so an additional application form is not needed. Can determine compliance as part of short plat review.
12. **Dumpster Screening:** Trash Receptacle performance standard missing in some nonresidential zones.

13. **Front Setback Requirements in 17.99.300:** Remove the image after this section as it no longer matches the code due to amendments since 1996.
14. **Historic District Building Height:** Add the article "the" to clarify where the 27-foot height limit applies.
15. **IBE Design:** Codify interpretation from 2006 on when IBE applies. Interpretation was issued because code was confusing.
16. **Landscaping:** "Downtown Area" in 17.78.080C is not defined; however due to recent PC recommendations and ordinances, downtown is routinely DB and abutting WC.
17. **Minor Plat Revision:** Clarify "road alignment" to allow small shifts but not substantial changes.
18. **Model Homes:** Require a functional water and sewer conveyance system not just an installed system prior to model home permit issuance.
19. **Discontinuance of Nonconformities:** Update language on discontinuance to address case law and to make section clearer.
20. **Nonconformities:** Make it clear that changes to the architectural details of a nonconforming structure can be reviewed under 17.68.070 Nonconforming parking, loading and other characteristics of use.
21. **Noxious Weeds:** Require that site be maintained free of noxious weeds.
22. **Noticing:** Allow for declaration of posting rather than affidavit of posting. Declaration under perjury stronger than notarized signature.
23. **Parking Spaces:** Included language that states required parking spaces shall be unencumbered and available at all times.
24. **Performance Standards for Nonresidential uses in Residential Zones:** Add appropriate performance standards to residential zones for nonresidential uses.
25. **Setbacks DM:** No front yard setbacks established for accessory buildings (other than garages). Establish the house setback as the setback for all accessory structures except garages and porches.
26. **Permit Expiration:** Site-specific rezones and height restriction area amendments adopted by ordinance do not have a three-year expiration. Correct code.
27. **PRD/PUD Revisions:** Add criteria for amendment approvals and submittal requirements for application.
28. **PRD Bonding:** Since the Hearing Examiner does not review final PRD proposals, the review of bonding should be at the Director level not Hearing Examiner.
29. **Renumber Definitions** to be in alphabetical order.
30. **Spelling:** Correct spelling errors in definitions.
31. **Title 16 Subdivision Scope:** Extra comma needed in 16.02.004 to create a grammatically correct list.
32. **Setbacks/Yards:** Make the general yard definition about what can be in any yard – front, side and rear. Be clear that retaining walls, rockeries and at-grade stairs are allowed in yards even if they meet the definition of structure. Make specific yard definitions about how that yard is measured and be consistent with the building setback definition.
33. **Sign Reference:** In 17.80.060, change reference for balloon signs to 17.80.110G
34. **Zones:** Add PRD and PUD to the zone list

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, CORRECTING ERRORS AND OMISSIONS, AND CLARIFYING PROVISIONS TO AID IN INTERPRETATION AND IMPLEMENTATION OF TITLES 16, 17 AND 19; ALLOWING TOPOGRAPHY APPROVED THROUGH A FINAL PLAT TO BE CONSIDERED NATURAL GRADE; ALLOWING INDOOR FITNESS CENTERS UP TO 20,000 SQUARE FEET AND INDOOR PET GROOMING SALONS AS A PERSONAL SERVICE USES; CODIFYING THE 1996 DESIGN MANUAL COMMON AREA STANDARDS; CODIFYING AN INTERPRETATION ON INDUSTRIAL BUILDING EXEMPTIONS; ADDING PERFORMANCE STANDARDS IN RESIDENTIAL ZONES FOR NONRESIDENTIAL USES; REQUIRING FUNCTIONAL WATER AND SEWER CONVEYANCE SYSTEMS FOR MODEL HOMES; REQUIRING PARKING STALLS TO BE UNENCUMBERED AND AVAILABLE AT ALL TIMES; REPEALING SECTION 17.04.245; ADDING NEW SECTIONS 17.04.235 AND 17.04.706; AMENDING SECTIONS 16.02.004, 16.05.006, 16.05.007, 16.07.002, 16.07.004, 16.11.004, 17.04.160, 17.04.431, 17.04.605, 17.04.657, 17.04.692, 17.04.880, 17.04.890, 17.04.900, 17.04.910, 17.05.030, 17.05.040, 17.12.010, 17.16.060, 17.16.100, 17.17.040, 17.20.040, 17.20.070, 17.21.040, 17.24.050, 17.24.070, 17.28.050, 17.30.050, 17.36.055, 17.36.060, 17.40.055, 17.40.080, 17.41.030, 17.46.090, 17.48.090, 17.50.040, 17.50.090, 17.56.030, 17.60.020, 17.68.038, 17.68.070, 17.72.020, 17.78.080, 17.78.120, 17.80.060, 17.89.080, 17.89.120, 17.90.080, 17.90.120, 17.91.040, 17.98.030, 17.99.030, 17.99.040, 17.99.260, 17.99.280, 17.99.300, 17.99.320, 17.99.510, 17.99.590, 19.02.008 AND 19.03.001; AND RENUMBERING SECTIONS 17.04.264, 17.04.265, 17.04.271, 17.04.670, 17.04.755, 17.04.756, 17.04.757 AND 17.04.758 OF THE GIG HARBOR MUNICIPAL CODE; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City has documented land use and processing code amendments necessary to correct errors and omissions, reduce the need for interpretations and improve implementation of the regulations by the City; and

WHEREAS, the City desires to correct these errors and omissions and clarify the code to reduce interpretation and improve customer service; and

WHEREAS, the City desires to correct and update references, alphabetize lists, and remove conflicting provisions in Titles 16, 17 and 19; and

WHEREAS, the definition of natural grade should be amended to recognize approved topography recorded through a final plat; and

WHEREAS, the terms “commercial” and “nonresidential” have been used interchangeably in the Zoning Code depending on the date of the ordinance and the City desires to clarify the use of those terms to match intent and past interpretations of the code; and

WHEREAS, the definition of personal services include “exercise facilities” and the definition of indoor commercial recreation includes “fitness center” and the city desires to clarify these definitions by allowing indoor fitness centers up to 20,000 square feet under personal services. Indoor fitness centers greater than 20,000 square feet are included in indoor commercial recreation; and

WHEREAS, the definition of personal services includes “spa services” and the City has allowed indoor pet grooming salons under the personal service definition. The City desires to amend the definition to personal service to clarify that allowance; and

WHEREAS, the definition of kennel includes “grooming, housing and boarding” and the City desires to clarify that pet day care centers meets the definition of kennel; and

WHEREAS, The City desires to insert into the current Design Manual, Chapter 17.99, the 1996 Common Area Standards that were only reference when Chapter 17.99 was created in 2004; and

WHEREAS, many of the requirements for a complete application and the criteria for approval for multiple project permits need to be updated to meet current policies and procedures; and

WHEREAS, The City desires to codify a 2006 formal administrative interpretation related to when a project is eligible for an Industrial Building Exemption in the Design Manual; and

WHEREAS, some performance standards for nonresidential uses are not consistent throughout similar commercial zones and there are currently no performance standards for nonresidential uses in residential zones. The City desires to add and provide appropriate performance standards for trash receptacles, outdoor lighting, exterior mechanical devices, outdoor storage of materials to all zones; and

WHEREAS, the City desires to clarify that road alignment changes that are not substantial in nature may qualify for a minor preliminary plat revisions; and

WHEREAS, to ensure that adequate infrastructure is provided for model homes built prior to final plat, the approval requirements need to be updated to require a functional water and sewer conveyance system; and

WHEREAS, the City desires to update the nonconformities chapter to allow architectural details under characteristics of use and to amend the discontinuance section to be consistent with case law; and

WHEREAS, the City currently requires an affidavit of posting for public notice boards and the City instead desires to require a declaration of posting as a declaration is a stronger statement than a notarized signature; and

WHEREAS, the City desires to include language in the parking standards to require that parking stalls be unencumbered and available at all times in order to ensure that parking necessary for customers and employees is not blocked by storage of materials or gates; and

WHEREAS, staff has interpreted that the front setback for a house is also the setback for accessory structures and the City desires to codify this interpretation; and

WHEREAS, the City desires to amend the definitions of yards so that they are consistent with the definition of building setback and to clarify that retaining walls, rockeries and at-grade stairs are allowed in a yard even if they meet the definition of a structure; and

WHEREAS, the proposed amendments were forwarded to the Washington State Department of Commerce on October 10th, 2014, pursuant to RCW 36.70A.106, and were granted expedited review on October 28th, 2014; and

WHEREAS, the City's SEPA Responsible Official issued a threshold Determination of Nonsignificance (DNS) for this Ordinance on November 5, 2014; 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 16.02.004 in the General Provisions chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

16.02.004 Scope.

Any division, redivision, platting or subdivision, or any division of land containing a dedication of any part thereof to any public purpose (such as a public street or a highway) shall comply with the provisions of this title.

Section 2. Section 16.05.006 in the Preliminary Plats chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

16.05.006 Revisions to an approved preliminary plat.

Approved preliminary plats may be revised prior to recording of the final plat as follows:

A. Minor revisions to an approved preliminary plat, which do not change the plat boundaries, do not change the conditions of preliminary plat approval, do not substantially alter road alignments or connections, and do not increase the number of lots by more than five percent or five lots, whichever is less, shall be processed in accordance with the procedures established under GHMC Title 19 for a Type I project permit application. The director shall approve an application for minor preliminary plat revision only if all of the following criteria are met:

1. The revision will not be inconsistent or cause the subdivision to be inconsistent with the findings, conclusions, or decision of the hearing examiner or city council;

2. The revision will not cause the subdivision to violate any applicable city policy or regulation;

3. A subdivision may be developed if the intent of its original conditions is not altered.

B. Revisions which are not classified as minor revisions in subsection A of this section shall be processed as a new preliminary plat application in accordance with the procedures established under GHMC Title 19 for a Type III project permit application.

Section 3. Subsection 16.05.007(A) in the Preliminary Plats chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

16.05.007 Model homes.

A. Eligibility. Any applicant who has received preliminary plat approval may apply for building permits for model homes, up to the number authorized under subsection C of this section. Prior to the issuance of model home permit(s), the applicant must demonstrate that the following criteria are met:

1. The applicant has submitted and received all required permits and approvals required of the preliminary plat approval; and

2. All required retention and detention facilities necessary for the areas of the subdivision serving the model homes are in place and functional, and in accordance with the civil permit approved by the city of Gig Harbor; and

3. All critical areas upon or immediately adjacent to the areas of the subdivision serving the model home(s) have been protected or mitigated, in accordance with adopted critical areas regulations and preliminary plat approval; and

4. The model home(s) shall meet the access and fire protection requirements of GHMC Title 15; and

5. All areas of the subdivision serving the model home(s) have installed frontage improvements including, but not limited to, curb, gutter and sidewalk, street illumination, and landscaping as required by the preliminary plat approval or this code; and

6. All proposed streets serving the model homes shall be adequately marked with street signs conforming to the current MUTCD standards; and

7. Water and sewer conveyance systems are installed and functional to each lot proposed for model homes, in accordance with the approved civil permit; and

8. Lot property corners of all lots proposed to be used for the model home complex have been set by a licensed, professional land surveyor in accordance with the preliminary plat lot configuration; and

9. All impact fees for model homes shall be paid prior to issuance of a building permit for the model homes; and

10. Fire protection features including access, hydrants, and fire flow must be provided in accordance with GHMC Title 15 and the approved civil plans prior to any combustible construction on any lot within the development. Such fire protection may be installed in a phased manner provided that they are in place and approved as prescribed by code for each individual parcel within the plat prior to issuance of a building permit for said parcel; and

11. Any model home utilized as an office space shall meet all applicable requirements for such use as provided for in GHMC Title 15.

* * *

Section 4. Subsection 16.07.002(A) in the Plat Vacation and Alteration chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

16.07.002 Type of application and criteria for approval of a plat vacation.

A. Type of Application. A plat vacation is a Type III application and shall be processed as set forth in GHMC Title 19. The hearing examiner shall render the final decision, ~~which is appealable to the city council.~~

* * *

Section 5. Subsection 16.07.004(A) in the Plat Vacation and Alteration chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

16.07.004 Type of and criteria for approval of a plat alteration.

A. Type of Application. A plat alteration is a Type III application and shall be processed as set forth in GHMC Title 19. The hearing examiner shall render the final decision, ~~which is appealable to the city council.~~

* * *

Section 6. Subsection 16.11.004(B) in the Binding Site Plans chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

16.11.004 Criteria for approval of binding site plan.

* * *

B. Approval of Binding Site Plans in Residential Single-Family (R-1) Zones. In addition to all other criteria for approval, a binding site plan may only be approved in an R-1 zone if all of the following additional criteria are satisfied:

1. The proposed use shall be consistent with GHMC 17.16.020;
2. The minimum lot area per building site shall be one dwelling unit per ~~42,000~~ 7,200 square feet of lot area;
3. The minimum lot width per building site shall be 70 feet;
4. The minimum front yard setback shall be: 25 feet;
house/accessory structure - 20 feet, porch - 12 feet, garage - 26 feet;
5. The minimum rear yard setback shall be 30 feet;
6. The minimum side yard setback shall be eight feet;
7. The minimum setback between principal structures on a building site shall be eight feet;
8. The maximum impervious lot coverage is 40 percent;
9. The minimum street frontage is 20 feet;
10. The maximum density is ~~three~~ four dwelling units per acre (~~up to four dwelling units per acre may be allowed with a PRD under Chapter 17.89 GHMC~~); and
11. The maximum height shall be as allowed in GHMC 17.16.070.

* * *

Section 7. Section 17.04.160 in the Definitions chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.04.160 Building height.

“Building height” means the vertical distance measured from the highest elevation of the natural grade of the ~~property where the footprint of~~

~~the building will be located at the point on the property allowed by GHMC 17.99.370(D) to the highest point of the roof, excluding chimneys and antennas.~~

Section 8. A new section 17.04.235 is hereby added to the Definitions Chapter of Gig Harbor Municipal Code, which shall read as follows:

17.04.235 Commercial.

“Commercial” means a business or activity at a scale greater than a home occupation involving retail or wholesale sale or provision of goods and services. Examples of commercial uses include, but are not limited to, restaurants, business services, professional services, personal services, product services, commercial recreation and sales.

Section 9. Section 17.04.245 in the Definitions chapter of the Gig Harbor Municipal Code is hereby repealed.

Section 10. Section 17.04.264 in the Definitions chapter of the Gig Harbor Municipal Code is hereby renumbered to Section 17.04.268.

Section 11. Section 17.04.265 in the Definitions chapter of the Gig Harbor Municipal Code is hereby renumbered to Section 17.04.223.

Section 12. Section 17.04.271 in the Definitions chapter of the Gig Harbor Municipal Code is hereby renumbered to Section 17.04.274.

Section 13. Section 17.04.431 in the Definitions chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.04.431 Kennel.

“Kennel” means a commercial establishment in which domesticated animals are housed, groomed, bred, boarded, trained, or sold. This includes long-term and short-term daycare facilities for pets.

Section 14. Section 17.04.605 in the Definitions chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.04.605 Natural grade.

“Natural grade” means that local soil or rock on the property that has existed legally on such property unmoved by natural or unnatural forces for a period of not less than 60 months prior to submittal of an application for a building permit, or in the case of properties that are part of a final plat approval that is still in effect per GHMC 16.06.006 the grade approved by the civil permit.

Section 15. Section 17.04.657 in the Definitions chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.04.657 Personal services.

“Personal services” means an establishment engaged in providing services involving nonmedical care of a person and/or his or her personal goods or apparel. Examples of such uses include: laundromats, drycleaners, barbers, hairstyling salons, spa services, indoor pet grooming salons, photography studios, dance schools, karate schools, and exercise facilities indoor fitness centers no more than 20,000 square feet in size.

Section 16. Section 17.04.670 in the Definitions chapter of the Gig Harbor Municipal Code is hereby renumbered to Section 17.04.654.

Section 17. Section 17.04.692 in the Definitions chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.04.692 Recreation, indoor commercial.

“Indoor commercial recreation” means any indoor active recreational use, including but not limited to tennis centers, fitness centers greater than 20,000 square feet in size, bowling, skating, and swimming.

Section 18. A new section 17.04.706 is hereby added to the Definitions Chapter of Gig Harbor Municipal Code, which shall read as follows:

17.04.706 Retail structure.

“Retail Structure” refers to a type of structure or portion of a structure which is used primarily for wholesale or retail sale or trade of products not manufactured on the site. Professional services (GHMC 17.04.680) and manufacturing (GHMC 17.04.436) are excluded from this definition.

Section 19. Section 17.04.755 in the Definitions chapter of the Gig Harbor Municipal Code is hereby renumbered to Section 17.04.876.

Section 20. Section 17.04.756 in the Definitions chapter of the Gig Harbor Municipal Code is hereby renumbered to Section 17.04.877.

Section 21. Section 17.04.757 in the Definitions chapter of the Gig Harbor Municipal Code is hereby renumbered to Section 17.04.878.

Section 22. Section 17.04.758 in the Definitions chapter of the Gig Harbor Municipal Code is hereby renumbered to Section 17.04.879.

Section 23. Section 17.04.880 in the Definitions chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.04.880 Yard.

“Yard” means a required open space that is on the same lot with the principal use and is unoccupied or unobstructed by any portion of a structure, except roof eaves, bump-out windows, fireplace chimneys and decks/balconies may extend up to 18 inches into the yard; ~~provided however, that~~ In addition, paved terraces, fences, walls, retaining walls, rockeries, at-grade stairs, poles, posts, ornaments, furniture, and other customary yard accessories may be permitted in any yard subject to height limitations and requirements limiting the obstruction of visibility at intersections.

Section 24. Section 17.04.890 in the Definitions chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.04.890 Yard, front.

“Front yard” means a yard extending the full length of the front lot line and its depth is measured from the building line to the front lot line at right angles to the lot line, horizontally at right angles to the front lot line from midpoint of the front lot line to the midpoint of the front building line, except ~~roof eaves, bump-out windows, fireplace chimneys and decks/balconies may encroach up to a maximum of 18 inches into the yard.~~

Section 25. Section 17.04.900 in the Definitions chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.04.900 Yard, rear.

“Rear yard” means a yard extending the full length of the rear lot line and its depth is measured from the building line to the rear lot line at right angles to the lot line, horizontally at right angles to the rear lot line from midpoint of the rear lot line to midpoint of the rear building line, except ~~roof eaves, bump-out windows, fireplace chimneys and decks/balconies may encroach up to a maximum of 18 inches into the yard.~~

Section 26. Section 17.04.910 in the Definitions chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.04.910 Yard, side.

“Side yard” means a yard extending ~~from the front yard to the rear yard~~ the full length of the side lot line and its depth is measured from the building line to the side lot line at right angles to the lot line, horizontally at right angles to the side lot line from the midpoint of the side lot line to the midpoint of the side building line ~~except roof eaves, bump-out windows,~~

~~fireplace chimneys and decks/balconies may extend up to 18 inches into the yard.~~

Section 27. Section 17.05.030 in the Density in Residential Zones chapter of the Gig Harbor Municipal Code are hereby amended, to read as follows:

17.05.030 Calculations.

When determining the allowed density for any given lot in the city, the net buildable land area of the site is used. Net buildable land area, for the purpose of determining the allowed dwelling units for a site, shall be calculated by subtracting areas where building is prohibited or subject to significant restrictions from the gross lot area. The area remaining after these exclusions from the gross lot area represents the net buildable land area. The following shall be deducted from the gross lot area to determine net buildable land area:

A. Sensitive areas including: Type I, II, III and IV wetlands, ravine sidewalls, and bluffs.

B. Public rights-of-way, streets, private streets roadways, and access corridors, and private driveways for two dwelling units; except as excluded under GHMC 17.05.040.

C. Tidelands. The area of waterfront lots is considered to be the area landward of the line of the ordinary high water mark, regardless of the extent of ownership, or the area landward of the ordinary high water mark along streams.

Section 28. Section 17.05.040 in the Density in Residential Zones chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.05.040 Exclusions.

The following shall not be deducted from the gross lot area when calculating net buildable land area:

A. Required setbacks;

B. Buffers, landscape areas, and screening required by design manual standards Title 17 and the Shoreline Master Program;

~~C. Buffers and screening required by zoning performance standards;~~

~~D. C. Alleys; and~~

~~E. D. Wetland Critical area buffers.~~

Section 29. Section 17.12.010 in the Zoning Map and District Boundaries chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.12.010 Districts established.

The city is divided into the following use districts:

A. Single-family residential (R-1);

B. Medium density residential (R-2);

C. Multiple-family residential (R-3);

- D. Residential business 1 (RB-1);
- E. Residential business 2 (RB-2);
- F. Downtown business (DB);
- G. Neighborhood commercial (B-1);
- H. General business (B-2);
- I. General commercial (C-1);
- J. Public-institutional (PI);
- K. Waterfront residential (WR);
- L. Waterfront Millville (WM);
- M. Waterfront commercial (WC);
- N. Employment district (ED);
- O. Planned community development low density residential (RLD);
- P. Planned community development medium density residential (RMD);
- Q. Planned community development commercial (PCD-C);
- R. Planned community development business park district (PCD-BP);
- S. Planned community development neighborhood business district (PCD-NB);
- T. Mixed use district overlay (MUD);¹
- U. Planned Residential Development (PRD);
- V. Planned Unit Development (PUD).

Section 30. Section 17.16.060 in the Single-Family Residential (R-1) chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.16.060 Development standards.

In an R-1 district, the minimum lot requirements are as follows:

- A. Minimum lot area per building 7,200 sq. ft.
site for short plats¹
- B. Minimum lot width¹ 70'
- C. Minimum front yard setback^{2, 4, 5} House: 20'
Porch: 12'
Garage: 26'
- D. Minimum rear yard setback^{2, 3} 30'
- E. Minimum side yard setback^{2, 3} 8'

¹A minimum lot area is not specified for subdivisions of five or more lots. The minimum lot width shall be 0.7 percent of the lot area, in lineal feet.

²Development in the historic district shall comply with the setbacks defined in GHMC 17.99.310 and 17.99.320.

³ Garages may be located in the defined side and rear yards, provided they conform to the criteria in GHMC 17.99.490(A)(1).

⁴ For uses which require site plan review under GHMC 17.96, the minimum front yard setback shall be 20 feet.

⁵ Accessory structures shall meet the minimum front yard setback for a house.

Section 31. Section 17.16.100 in the Single-Family Residential (R-1) chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.16.100 Design of structures. Performance Standards.

In the R-1 district, performance standards are as follows:

A. Design. All development shall conform to the applicable design standards contained in Chapter 17.99 GHMC.

B. Landscaping. Landscaping is required and shall be installed in conformance with Chapter 17.78 GHMC and/or by conditions of approval of discretionary applications required by this title; such landscaping shall be maintained for the life of the project. In no event shall such landscaped areas be used for storage of materials or parking of vehicles.

C. Off-Street Parking. Off-street parking and loading areas meeting the requirements of Chapter 17.72 GHMC shall be provided.

D. Signage. Signage must comply with the requirements of Chapter 17.80 GHMC.

E. Additional Performance Standards for Site Plan Review. Projects requiring site plan review under Chapter 17.96 shall also meet the following performance standards:

1. Exterior Mechanical Devices. Air conditioners, heating, cooling and ventilating equipment, pumps and heaters and all other mechanical devices shall be screened.

2. Outdoor Lighting. Outdoor lighting shall conform to the standards of GHMC 17.99.350 and 17.99.460. Such lighting shall be shielded so that direct illumination shall be confined to the property boundaries of the light source. Ground mounted floodlighting and light projection above the horizontal plane are prohibited between midnight and sunrise.

3. Outdoor Storage of Materials. Outdoor storage of materials and supplies shall be completely screened from adjacent properties and public rights-of-way.

4. Trash Receptacles. Trash receptacles shall be screened from view. Screening shall be complementary to building design and materials.

Section 32. Section 17.17.040 in the Planned Community Development Low Density Residential (RLD) chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.17.040 Performance standards.

A. Density. The minimum density is four dwelling units per net acre and the maximum density is four dwelling units per gross acre. Additional density may be allowed using either of the following options:

1. Bonus Density Option. A bonus density of up to 30 percent over the base may be permitted, based upon the following allocations:

a. Thirty percent of the development site is common open space, which must be contiguous or larger than one acre in area (plus five percent).

b. A pedestrian trail system is provided within the common open space area, consistent with the adopted trails plan per the land use map (plus 10 percent).

9. Landscaping. Landscaping shall comply with the requirements of Chapters 17.78 and 17.99 GHMC.

10. ~~Design. Development in the RLD district shall conform to the design and development standards contained in Chapter 17.99 GHMC.~~
Off-Street Parking. Off-street parking and loading areas meeting the requirements of Chapter 17.72 GHMC shall be provided.

11. Circulation/Roads/Streets. Residential development which provides pedestrian linkages to and within common open space trails systems may be waived from the provisions of public sidewalks, curbs and gutters within the residential development, in whole or in part, upon approval of the public works director.

12. Signage. Signage must comply with the requirements of Chapter 17.80 GHMC.

13. Additional Performance Standards for Site Plan Review. Projects requiring site plan review under Chapter 17.96 shall also meet the following performance standards:

a. Exterior Mechanical Devices. Air conditioners, heating, cooling and ventilating equipment, pumps and heaters and all other mechanical devices shall be screened.

b. Outdoor Lighting. Outdoor lighting shall conform to the standards of GHMC 17.99.350 and 17.99.460. Such lighting shall be shielded so that direct illumination shall be confined to the property boundaries of the light source. Ground mounted floodlighting and light projection above the horizontal plane are prohibited between midnight and sunrise.

c. Outdoor Storage of Materials. Outdoor storage of materials and supplies shall be completely screened from adjacent properties and public rights-of-way.

d. Trash Receptacles. Trash receptacles shall be screened from view. Screening shall be complementary to building design and materials.

C. Design. Development in the PCD-RLD district shall conform to the design and development standards contained in Chapter 17.99 GHMC.

D. Site Plans. The site plan review process established under Chapter 17.96 GHMC shall apply to all uses and development within this district.

Section 33. Section 17.20.040 in the Medium-Density Residential (R-2) chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.20.040 Development standards.

In an R-2 district, the minimum requirements are as follows:

Single- Family and Duplex Dwellings	Other Residential and Nonresidential
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A. Minimum lot area for short plats ¹	7,000 sq. ft./dwelling unit
B. Minimum lot width ¹	50' 50'
C. Minimum front yard ^{3,4}	House: 20' 25' Porch: 12' Garage: 26'
D. Minimum side yard ^{2,3}	8' 7'
E. Minimum rear yard ^{2,3}	30' 25'
F. Maximum impervious lot coverage	60% of the total lot area
G. Minimum density	4 dwelling units/acre
H. Maximum density	6 dwelling units/acre

¹A minimum lot area is not specified for subdivisions of five or more lots. The minimum lot width shall be 0.7 percent of the lot area, in lineal feet.

²Development in the historic district shall comply with the setbacks defined in GHMC 17.99.310 and 17.99.320.

³Garages accessory to single-family and duplex dwellings may be located in the defined side and rear yards, provided they conform to the criteria in GHMC 17.99.490(A)(1).

⁴Accessory structures to single-family and duplex dwellings shall meet the minimum front yard for a house.

Section 34. Section 17.20.070 in the Medium-Density Residential (R-2) chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.20.070 Design Performance Standards.

In the R-2 district, performance standards are as follows:

A. Design. All development shall conform to the applicable design standards contained in Chapter 17.99 GHMC.

B. Landscaping. Landscaping is required and shall be installed in conformance with Chapter 17.78 GHMC and/or by conditions of approval of discretionary applications required by this title; such landscaping shall be maintained for the life of the project. In no event shall such landscaped areas be used for storage of materials or parking of vehicles.

C. Off-Street Parking. Off-street parking and loading areas meeting the requirements of Chapter 17.72 GHMC shall be provided.

D. Signage. Signage must comply with the requirements of Chapter 17.80 GHMC.

E. Additional Performance Standards for Site Plan Review. Projects requiring site plan review under Chapter 17.96 shall also meet the following performance standards:

1. Exterior Mechanical Devices. Air conditioners, heating, cooling and ventilating equipment, pumps and heaters and all other mechanical devices shall be screened.

2. Outdoor Lighting. Outdoor lighting shall conform to the standards of GHMC 17.99.350 and 17.99.460. Such lighting shall be shielded so that direct illumination shall be confined to the property boundaries of the light

source. Ground mounted floodlighting and light projection above the horizontal plane are prohibited between midnight and sunrise.

3. Outdoor Storage of Materials. Outdoor storage of materials and supplies shall be completely screened from adjacent properties and public rights-of-way.

4. Trash Receptacles. Trash receptacles shall be screened from view. Screening shall be complementary to building design and materials.

Section 35. Section 17.21.040 in the Planned Community Development Medium Density Residential (RMD) chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.21.040 Performance standards.

A. Density. The minimum base density is five and the maximum is eight dwelling units per acre. Additional density may be allowed using either of the following options:

1. Bonus Density Option. A bonus density of up to 30 percent over the base may be permitted, based upon the following allocations:

a. Thirty percent of the development site is common open space, which must be contiguous or greater than one acre in area (plus five percent).

b. A pedestrian trail system is provided within the common open space area, consistent with the adopted trails plan per the land use map (plus 10 percent).

c. A minimum 35 percent of the required common open space is improved as an active recreational area (plus 10 percent). Active recreational areas shall include, but not be limited to:

i. Clearly defined athletic fields and/or activity courts.

ii. Recreation center or community facility.

d. Additional common open space is provided between the development and adjacent residential zones, uses or developments (plus five percent bonus maximum at a ratio of one percent density bonus per five percent open space increase).

2. Density Credit Transfers. A transfer of density credits may be applied from one residential district within the PCD to the residential medium district up to a maximum of 16 dwelling units per acre. Density credit transfers shall be as provided for in the density credit transfer section, in Chapter 17.59 GHMC. Density credit transfers may be used in conjunction with bonus density options to achieve the maximum allowable density of 16 dwelling units per acre.

B. General.

1. Single-family attached dwelling units must have individual private yards or courts enclosed by a wall, berm or dense landscaping. Easements shall be required for all zero lot line developments to facilitate access from the adjoining lot for necessary maintenance and repair activities.

a. Exterior Mechanical Devices. Air conditioners, heating, cooling and ventilating equipment, pumps and heaters and all other mechanical devices shall be screened.

b. Outdoor Lighting. Outdoor lighting shall conform to the standards of GHMC 17.99.350 and 17.99.460. Such lighting shall be shielded so that direct illumination shall be confined to the property boundaries of the light source. Ground mounted floodlighting and light projection above the horizontal plane are prohibited between midnight and sunrise.

c. Outdoor Storage of Materials. Outdoor storage of materials and supplies shall be completely screened from adjacent properties and public rights-of-way.

d. Trash Receptacles. Trash receptacles shall be screened from view. Screening shall be complementary to building design and materials.

Section 36. Section 17.24.050 in the Multiple-Family Residential (R-3) chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.24.050 Development standards.

In an R-3 district, the minimum lot requirements are as follows:

	Single-Family and Duplex Dwellings	Other Residential and Nonresidential
A. Minimum lot area for short plats ¹	5,400 sq. ft./dwelling unit	
B. Minimum lot width ¹	50'	50'
C. Minimum front yard ³	House: 20' Porch: 12' Garage: 26'	20'
D. Minimum side yard ²	8'	7'
E. Minimum rear yard ²	30'	25'
F. Maximum site coverage	60% of the total lot area	
G. Maximum density	8 dwelling units/acre	

¹A minimum lot area is not specified for subdivisions of five or more lots. The minimum lot width shall be 0.7 percent of the lot area, in lineal feet.

²Garages accessory to single-family and duplex dwellings may be located in the defined side and rear yards, provided they conform to the criteria in GHMC 17.99.490(A)(1).

³Accessory structures to single-family and duplex dwellings shall meet the minimum front yard for a house.

Section 37. Section 17.24.070 in the Multiple-Family Residential (R-3) chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.24.070 Design Performance Standards.

In the R-3 district, performance standards are as follows:

A. Design. All development shall conform to the applicable design standards contained in Chapter 17.99 GHMC.

B. Landscaping. Landscaping is required and shall be installed in conformance with Chapter 17.78 GHMC and/or by conditions of approval of discretionary applications required by this title; such landscaping shall be maintained for the life of the project. In no event shall such landscaped areas be used for storage of materials or parking of vehicles.

C. Off-Street Parking. Off-street parking and loading areas meeting the requirements of Chapter 17.72 GHMC shall be provided.

D. Signage. Signage must comply with the requirements of Chapter 17.80 GHMC.

E. Additional Performance Standards for Site Plan Review. Projects requiring site plan review under Chapter 17.96 shall also meet the following performance standards:

1. Exterior Mechanical Devices. Air conditioners, heating, cooling and ventilating equipment, pumps and heaters and all other mechanical devices shall be screened.

2. Outdoor Lighting. Outdoor lighting shall conform to the standards of GHMC 17.99.350 and 17.99.460. Such lighting shall be shielded so that direct illumination shall be confined to the property boundaries of the light source. Ground mounted floodlighting and light projection above the horizontal plane are prohibited between midnight and sunrise.

3. Outdoor Storage of Materials. Outdoor storage of materials and supplies shall be completely screened from adjacent properties and public rights-of-way.

4. Trash Receptacles. Trash receptacles shall be screened from view. Screening shall be complementary to building design and materials.

Section 38. Section 17.28.050 in the Residential and Business District (RB-1) chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.28.050 Minimum development standards.

In an RB-1 district, the minimum lot requirements are as follows:

	Single-Family Dwellings	Other Residential	Nonresidential
A. Minimum lot area (sq. ft.)	7,200	7,200	15,000
B. Minimum lot width	70'	70'	70'

C. Minimum front yard setback ^{1,3}	House: 20' Porch: 12' Garage: 26'	20'	20'
D. Minimum rear yard setback ^{1, 2}	30'	25'	15'
E. Minimum side yard setback ^{1, 2}	8'	7'	10'
F. Maximum impervious lot coverage	50%	50%	60%
G. Minimum street frontage	20'	20'	50'
H. Density	4 dwelling units/acre	4 dwelling units/acre	
I. Maximum gross floor area	N/A	N/A	5,000 sq. ft. per structure
J. Separation between structures	20'	20'	20'

¹If the RB-1 district is located in the historic district defined in Chapter 17.99 GHMC, the setbacks defined in GHMC 17.99.310 and 17.99.320 shall apply.

²Garages accessory to single-family and duplex dwellings may be located in the defined side and rear yards, provided they conform to the criteria in GHMC 17.99.490(A)(1).

³ Accessory structures to single-family shall meet the minimum front yard setback for a house.

K. Any yard abutting a single-family residence shall be required to maintain a 30-foot-wide dense vegetated screen. This requirement does not apply to single-family dwellings in the RB-1 district.

Section 39. Section 17.30.050 in the Residential and Business District (RB-2) chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.30.050 Development standards.

In an RB-2 district, development standards shall be satisfied for all new and redeveloped uses:

	Single-Family and Duplex Dwellings	Other Residential and Nonresidential
A. Minimum lot	12,000 sq. ft.	12,000 sq. ft.

area

B. Minimum lot width 70' 70'

C. Front yard² setback House: 20' 20'
Porch: 12'
Garage: 26'

D. Side yard setback¹ 8' 8'

E. Rear yard setback¹ 30' 15'

F. Any nonresidential yard abutting an existing residential use or zone: 40 feet with dense vegetative screening. Easements not having dense vegetative screening are not included;

G. Maximum density: Eight dwelling units per acre permitted outright; 12 dwelling units per acre allowed as a conditional use.

¹Garages accessory to single-family and duplex dwellings may be located in the defined side and rear yards, provided they conform to the criteria in GHMC 17.99.490(A)(1).

² Accessory structures to single-family and duplex dwellings shall meet the front yard setback for a house.

Section 40. Section 17.36.055 in the General Business District (B-2) chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.36.055 Maximum gross floor area.

The maximum gross floor area per ~~commercial~~ retail structure is 35,000 square feet, with the following exceptions:

A. In the Olympic Village Activity Center and the Westside general business (B-2) district¹ the maximum gross floor area per ~~commercial~~ retail structure is 65,000 square feet.

B. In the B-2 district abutting North Harborview Drive (the area commonly known as Finholm Market) the maximum gross floor area per building is 6,000 square feet. Multiple buildings on the same site shall be separated by a nonpenetrated fire wall as defined in the International Fire Code except that a single six-foot opening in the fire wall separating structures is permissible; provided, that each structure has an outside customer entrance accessible to the street. Each structure shall be designed to stand independent of other structures on the site (i.e., the addition or removal of any one building on a site will not require structural attachments or modifications to any other building on the site).

C. In the B-2 district near the intersection of Harborview Drive and North Harborview Drive (the intersection commonly known as Borgen's Corner), the maximum gross floor area per building is 6,000 square feet with a minimum separation of 20 feet between buildings.

Section 41. Section 17.36.060 in the General Business District (B-2) chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.36.060 Minimum building setback requirements.

	Single-Family and Duplex Dwellings	Other Residential and Nonresidential
A. Front yard*	House: 20' Porch: 12' Garage: 26'	20'
B. Rear yard*	30'	20'
C. Side yard*	8'	Interior yards, 5' Flanking street, 10'
D. Separation between structures	20'	20'
E. Any yard abutting residential development, 30 feet with dense vegetative screening. This requirement does not apply to single-family and duplex dwellings in the B-2 district.		

* If the B-2 district is located in the historic district as defined in Chapter 17.99 GHMC, the setbacks defined in GHMC 17.99.310 and 17.99.320 shall apply. The front yard for accessory structures to single-family and duplex dwellings shall meet the minimum front yard for a house.

Section 42. Section 17.40.055 in the Commercial District (C-1) chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.40.055 Maximum gross floor area.

The maximum gross floor area per ~~commercial-retail~~ structure is 65,000 square feet, except that in the C-1 district abutting Harborview Drive the maximum gross floor area per building is 35,000 square feet with a minimum separation of 20 feet between buildings.

Section 43. Section 17.40.080 in the Commercial District (C-1) chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.40.080 Minimum building setback requirements.

	Single-Family and Duplex Dwellings	Other Residential and Nonresidential
A. Front yard ^{1,2}	House: 20' Porch: 12' Garage: 26'	Front, side and rear building setbacks shall be determined as part of site plan review, Chapter 17.96 GHMC.
B. Rear yard ¹	30'	
C. Side yard ¹	8'	
D. Separation between structures	N/A	20'

E. Any yard associated with a nonresidential development abutting residential district shall be 30 feet with a dense vegetative screen located on the nonresidential property.

¹If the C-1 district is located in the historic district as defined in Chapter 17.99 GHMC, the setbacks defined in GHMC 17.99.310 and 17.99.320 shall apply.

²The front yard for accessory structures to single-family and duplex dwellings shall meet the minimum front yard for a house.

Section 44. Subsection 17.41.030(A) in the Commercial District (C-1) chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.41.030 Performance standards.

A. Yard Requirements. The following minimums (in feet) apply:

Contiguous Parcel Situation	Lot Width	Front	Side	Rear	Street Frontage
<u>Commercial/Commercial</u> <u>Nonresidential/Nonresidential</u>	75	20	5	20	20
<u>Commercial/Residential</u> <u>Nonresidential/Residential</u>	75	20	30	30	20

* * *

Section 45. Section 17.46.090 in the Waterfront Residential (WR) chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.46.090 Design Performance Standards.

In the WR district, performance standards are as follows:

A. Design. All development in the WR district shall conform to the design and development standards contained in Chapter 17.99 GHMC.

B. Landscaping. Landscaping is required and shall be installed in conformance with Chapter 17.78 GHMC and/or by conditions of approval of discretionary applications required by this title; such landscaping shall be maintained for the life of the project. In no event shall such landscaped areas be used for storage of materials or parking of vehicles.

C. Additional Performance Standards for Site Plan Review. Projects requiring site plan review under Chapter 17.96 shall also meet the following performance standards:

1. Exterior Mechanical Devices. Air conditioners, heating, cooling and ventilating equipment, pumps and heaters and all other mechanical devices shall be screened.

2. Outdoor Lighting. Outdoor lighting shall conform to the standards of GHMC 17.99.350 and 17.99.460. Such lighting shall be shielded so that direct illumination shall be confined to the property boundaries of the light source. Ground mounted floodlighting and light projection above the horizontal plane are prohibited between midnight and sunrise.

3. Outdoor Storage of Materials. Outdoor storage of materials and supplies shall be completely screened from adjacent properties and public rights-of-way.

4. Trash Receptacles. Trash receptacles shall be screened from view. Screening shall be complementary to building design and materials.

Section 46. Section 17.48.090 in the Waterfront Millville (WM) chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.48.090 Performance standards.

* * *

E. Waterview Opportunity and Waterfront Access.

1. Maximum impervious lot coverage may be increased up to a maximum of 80 percent upon execution of a written agreement with the city and the property owner, and provided further, that the agreement is filed with the county auditor as a covenant with the land, when the development provides for waterview opportunities and/or waterfront access opportunities in conjunction with ~~commercial~~ nonresidential uses or for increased height, as follows:

	Number of Waterview/ Access Opportunities
Maximum Imp. Coverage	

- a. 50/55/70 0
- b. +10% 1
- c. +10% 2
- d. +10% 3

2. Waterview/Harbor Access Opportunities.

a. Waterview opportunity, by means of public view corridors measuring 20 frontage feet along the street or 20 percent of the total waterfront frontage of the parcel, whichever is greater. View corridors shall be from public rights-of-way. Parking shall not be allowed in view corridors. Fences or railings shall not be allowed in view corridors except where required by the city building code.

b. Waterview opportunity, by means of a five-foot-wide public pathway along the property perimeter down one side line of the property to mean higher high water or a bulkhead or to the waterside face of structure, whichever is further waterward, then across the waterside face of the property or structure and back to the street along the other side line.

c. Waterview opportunity, by means of a public viewing platform at the highest level of any structure on the property. Minimum area of the platform shall be 50 square feet. Railings around the platform may exceed the maximum height permitted for the structure. The platform shall be open to the public.

d. Harbor access opportunity, by means of a public fishing pier extending out to the mean lower low water and connected by a minimum five-foot-wide public pathway to the frontage street. A minimum of 10 feet of open water shall surround the fishing pier.

e. Harbor access opportunity, by means of a public small boat landing available for transient use by rowboats, canoes, dinghies, etc., extending out to mean lower low water and connected by a five-foot-wide public pathway to the frontage street. A minimum of 10 feet of open water shall surround the small boat landing.

f. Harbor access opportunity, by means of a public transient moorage for up to two 30-foot boats and which must have a minimum water depth of eight feet and which must be easily accessible to visiting boats and posted with signage which can be read at a distance of 100 feet.

F. Design. All development in the WM district shall conform to the design and development standards contained in Chapter 17.99 GHMC.

G. Trash Receptacles. Trash receptacles shall be screened from view. Screening shall be complementary to building design and materials.

Section 47. Subsection 17.50.040(K) in the Waterfront Commercial (WC) chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.50.040 Development standards.

* * *

K. 1. Maximum impervious lot coverage may be increased up to a maximum of 80 percent upon execution of a written agreement with the city and the property owner; and provided further, that the agreement is filed with the county auditor as a covenant with the land, when the development provides for waterview opportunities and/or waterfront access opportunities in conjunction with ~~commercial~~ nonresidential uses, as follows:

	Maximum Imp. Coverage	Number of Waterview/ Access Opportunities
a.	50/55/70	0
b.	+10%	1
c.	+10%	2
d.	+10%	3

2. Waterview/Harbor Access Opportunities.

a. Waterview opportunity, by means of public view corridors measuring 20 frontage feet along the street or 20 percent of the total waterfront frontage of the parcel, whichever is greater. View corridors shall be from public rights-of-way. Parking shall not be allowed in view corridors. Fences or railings shall not be allowed in view corridors except where required by the city building code. Shrubbery in view corridors shall not exceed a height of three feet and trees shall have no branches lower than 10 feet above the level of the frontage sidewalk. A waiver on tree branch height may be granted by the city council for a defined growth period.

b. Waterview opportunity, by means of a five-foot-wide public pathway along the property perimeter down one side line of the property to mean higher high water or a bulkhead or to the waterside face of structure, whichever is further waterward, then across the waterside face of the property or structure and back to the street along the other side line.

c. Waterview opportunity, by means of a public viewing platform at the highest level of any structure on the property. Minimum area of the platform shall be 50 square feet. Railings around the platform may exceed

the maximum height permitted for the structure. The platform shall be open to the public.

d. Harbor access opportunity, by means of a public fishing pier extending out to the mean lower low water and connected by a minimum five foot-wide public pathway to the frontage street. A minimum of 10 feet of open water shall surround the fishing pier.

e. Harbor access opportunity, by means of a public small boat landing available for transient use by rowboats, canoes, dinghies, etc., extending out to mean lower low water and connected by a five-foot-wide public pathway to the frontage street. A minimum of 10 feet of open water shall surround the small boat landing.

f. Harbor access opportunity, by means of a public transient moorage for up to two 30-foot boats and which must have a minimum water depth of eight feet and which must be easily accessible to visiting boats and posted with signage which can be read at a distance of 100 feet.

Section 48. Section 17.50.090 in the Waterfront Commercial (WC) chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.50.090 Performance standards.

In a waterfront commercial district, performance standards are as follows:

A. Exterior Mechanical Devices. Air conditioners, heating, cooling and ventilating equipment, pumps and heaters and all other mechanical devices shall be screened.

B. Landscaping. Landscaping is required and shall be installed in conformance with Chapter 17.78 GHMC and/or by conditions of approval of discretionary applications required by this title; such landscaping shall be maintained in a neat manner. In no event shall such landscaped areas be used for storage of materials or parking of vehicles.

C. Outdoor Storage of Materials. The outdoor storage of materials, including but not limited to lumber, auto parts, household appliances, pipes, drums, machinery or furniture, is permitted as an incidental or accessory activity of a permitted use or the principal feature of a conditional use. Such storage shall be screened by a wall, fence, landscaping or structure from surrounding properties and streets.

D. Outdoor Lighting. Outdoor lighting shall conform to the standards of GHMC 17.99.350 and 17.99.460. Said lighting shall be shielded so that the direct illumination shall be confined to the property boundaries of the light source. Ground-mounted floodlighting ~~or~~ and light projection above the horizontal plane ~~is~~ are prohibited between midnight and sunrise. Temporary outdoor lighting intended to advertise a temporary promotional event shall be exempt from this requirement.

E. Design. All development in the WC district shall conform to the design and development standards contained in Chapter 17.99 GHMC.

F. Trash Receptacles. Trash receptacles shall be screened from view. Screening shall be complementary to the building design and materials.

Section 49. Subsection 17.56.030(C) in the Planned Community Development Neighborhood Business District (PCD-NB) chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.56.030 Performance standards.

* * *

C. Yard Requirements. Minimum yard requirements are as follows:

Contiguous Parcel Situation	Minimum Lot				
	Width	Front	Side	Rear	Street Frontage
<u>Commercial/Commercial Nonresidential/Nonresidential</u>	75	10	0	20	20
<u>Commercial Nonresidential/Residential</u>	75	20	30	30	20

The side yard must be at least 20 feet plus 10 feet for each story above two. Except when adjacent to a residential use or zone, the side yard must be at least 30 feet plus 10 feet for each story above two.

* * *

Section 50. Section 17.60.020 in the Transitional Uses chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.60.020 Permitted uses.

A. In an R-1 zone, a lot which abuts on or is located across the street or alley from property in a nonresidential zone may be used for:

1. Duplex dwellings; provided, that such lot is at least 14,000 square feet in size;
2. A parking lot for a business within 100 feet of the lot, solely for the customers and employees of the business to which it is accessory, for the use of automobiles only and; provided, that:
 - a. The entrance to the parking lot is at least 30 feet from the nearest residential lot;
 - b. The lot is landscaped as per parking lot landscaping requirements in GHMC 17.78.080 and 17.99.330(E); and
 - c. The parking lot and its associated commercial business development complies with all zone transition standards of GHMC 17.99.180.

B. In R-2 zones, a lot adjacent to a nonresidential zone may be used for a parking lot for a business within 100 feet, if solely for cars for customers or employees, and provided that the parking lot entrance is at

least 30 feet from the nearest residential lot, and the lot is landscaped and provided with a dense vegetative screen.

Section 51. Section 17.68.033 in the Nonconformities chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.68.038 Discontinuance of nonconforming uses and structures.

~~A. A use is considered discontinued when:~~

- ~~1. A permit to change the use of the nonconforming lot or nonconforming structure was issued and acted upon;~~
- ~~2. The structure, or a portion of the structure, is not being used for the nonconforming use allowed by the most recent permit;~~
- ~~3. The structure is vacant, or the portion of the structure formerly occupied by the nonconforming use is vacant. The use of the structure shall be considered discontinued even if materials from the former use remain or are stored on the property. A multifamily structure with one or more vacant dwelling units is not considered vacant and the use is not considered to be discontinued unless all units in the structure are vacant;~~
- ~~4. If a complete application for a permit that would allow the nonconforming use to continue, or that would authorize a change to another nonconforming use, has been submitted before the structure has been vacant for 12 consecutive months, the nonconforming use shall not be considered discontinued unless the permit lapses or the permit is denied.~~

Any nonconforming use or structure which is idle, unoccupied or vacant for 12 consecutive months or more is conclusively deemed discontinued, abandoned and terminated, and shall lose its nonconforming rights. Any future uses and structures shall be in compliance with the regulations of the district in which it exists. If a complete application for a permit that would allow the nonconforming use or structure to continue, or that would authorize a change to another nonconforming use, has been submitted before the structure has been idle, unoccupied or vacant for 12 consecutive months or more, the nonconforming use or structure shall not be considered discontinued unless the permit lapses or the permit is denied.

Section 52. Section 17.68.070 in the Nonconformities chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.68.070 Nonconforming parking, loading and other characteristics of use.

If the characteristics of a use such as off-street parking, off-street loading, lighting, architectural details, or other matters required by this title in relation to specific uses of land, structures or premises, with the exception of signs, are not in accordance with the requirements of this title, no change that increases the nonconformity with such requirements shall be made in such characteristics of use. Any change that decreases

the nonconformity to the requirements of this title shall be permitted. Nonconforming signs are regulated under GHMC 17.80.130.

Section 53. Subsection 17.72.020(A) in the Off-Street Parking and Loading Requirements chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.72.020 Off-street parking design standards.

A. The off-street parking required for the uses specified herein shall be for use only by the automobiles of the residents, employees and customers of the activity served by the off-street parking. Required off-street parking spaces shall be unencumbered and available at all times, except in cases of joint use specifically allowed by this Chapter.

* * *

Section 54. Subsection 17.78.080(C) in the Landscaping and Screening chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.78.080 Parking lot and service area landscaping and screening.

* * *

C. Downtown Parking Lots. In addition to the standards of subsection B of this section, parking lots located within the ~~downtown area~~ DB zoning district and the portion of the WC zoning district abutting the DB zoning district shall conform to the following:

1. Provision of a minimum of five-foot wide landscaping strip intended to screen and soften the visual impacts of parking lots. Screening may be accomplished through any of the methods described under subsection (A)(2) of this section. In addition to screening, street trees a minimum of two-inch caliper shall be provided at 20-foot intervals.

2. In those instances where parking areas are bordered by more than one street, the strip required in subsection (C)(1) of this section shall only apply to the longest side. All other sides must be screened with a wall, fence, vegetative buffer or combination of these elements at a minimum height of three and one-half feet. The street tree requirements will pertain.

3. In order to protect vision clearances, areas around driveways and other access points are not required to comply with the full screening height standards. The specific horizontal distance exempt from this standard shall be as established in the city of Gig Harbor public works standards.

* * *

Section 55. Subsection 17.78.120(A) in the Landscaping and Screening chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.78.120 Maintenance.

A. Whenever landscaping is required under the provisions of this chapter, shrubs and trees in the landscaping and planting areas shall be maintained in a healthy growing condition. Planting beds shall not be located over impervious surfaces. Dead or dying trees or shrubs shall be replaced immediately, and the planting area shall be maintained reasonably free of noxious weeds and trash.

* * *

Section 56. Subsection 17.80.060(A) in the Sign Code chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.80.060 General regulations.

A. Motion Signs Prohibited. No sign or any part of a sign shall be designed or constructed to be moving by any means, and shall not contain items such as banners, ribbons, streamers and spinners. These devices, when not part of any sign, are also prohibited. Balloons may be permitted on signs if they conform to the provisions of GHMC 17.80.110(F) (G). Limited use of thematic flags, banners and pennants which are complementary to a specific location or structure may be permitted upon approval of the director. This waiver is not intended to permit the use of numerous types of devices which as a result of wind pressure may move to a point of attracting attention of vehicular and pedestrian traffic.

* * *

Section 57. Subsection 17.89.080(B) in the Planned Residential Development (PRD) chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.89.080 Criteria for approval of final PRD application.

* * *

B. The applicant shall provide a bond or other financial assurance acceptable to the ~~hearing examiner~~ planning director to ensure that any improvements made in the common open space will be completed. The city shall release the bond or financial assurance when the improvements have been completed in accordance with the preliminary PRD.

* * *

Section 58. Section 17.89.120 in the Planned Residential Development (PRD) chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.89.120 Minor and major amendments of the final plan.

A. Minor Amendments.

1. A minor amendment to the final PRD is a Type I permit application and shall be processed as provided in GHMC Title 19.

2. Minor amendments are those which may affect the precise dimensions or siting of building (i.e., lot coverage, height, setbacks) but which do not affect the basic character or arrangement and number of buildings approved in the final PRD, nor the density of the development or the amount and quality of open space and landscaping.

3. In addition to the permit application requirements set forth in GHMC 19.02.002, a complete application for a minor amendment shall consist of the following:

a. All plan sheets or pages, or document sheets or pages which reflect changes proposed, or that are affected by such changes; and,

b. A written statement addressing consistency with GHMC 17.89.120(A)(2); and,

c. A written statement addressing consistency with the final PRD; and,

B. Major Amendments.

1. Major amendments are Type III-A permit applications and shall be processed in accordance with GHMC Title 19.

2. Major amendments are those which substantially change the character, basic design, density, open space or other requirements and conditions of the site plan.

3. In addition to the permit application requirements set forth in GHMC 19.02.002, a complete application for a major amendment shall consist of the following:

a. A complete application packet as required under GHMC ~~17.96.050~~ 17.89.040; and,

b. A complete application packet as required by GHMC 17.98.040 and the design manual; and,

c. An amended environmental checklist, and addendums to all environmental documents affected by the proposed change including the traffic impact analysis; if applicable; and,

d. A written statement addressing consistency with and/or changes to the final PRD; and,

e. A written statement addressing the criteria for approval set forth in GHMC 17.89.070.

C. Concurrent Processing of Applications. A minor PRD application may be processed concurrent with a building permit application. If an application for a major amendment is submitted, no building or other permit associated with such major PRD amendment shall issue until all review proceeding required under GHMC Title 19 for a major PRD amendment are completed and all necessary approvals obtained.

Section 59. Subsection 17.90.080(B) in the Planned Unit Development chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.90.080 Criteria for approval of final PUD application.

* * *

B. The applicant shall provide a bond or other financial assurance acceptable to the ~~city council~~ planning director to ensure that any improvements made in the common open space will be completed. The city shall release the bond or financial assurance when the improvements have been completed in accordance with the development plan.

* * *

Section 60. Section 17.90.120 in the Planned Unit Development chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.90.120 Minor and major amendments of the final PUD.

A. Minor Amendments.

1. A minor amendment to the final PUD is a Type I permit application, and shall be processed as provided in GHMC Title 19.

2. Minor amendments are those which may affect the precise dimensions or siting of buildings (i.e., lot coverage, height, setbacks) but which do not affect the basic character or arrangement and number of buildings approved in the final PUD, nor the density of the development or the amount and quality of open space and landscaping.

3. In addition to the permit application requirements set forth in GHMC 19.02.002, a complete application for a minor amendment shall consist of the following:

a. All plan sheets or pages, or document sheets or pages which reflect changes proposed, or that are affected by such changes; and,

b. A written statement addressing consistency with GHMC 17.90.120(A)(2); and,

c. A written statement addressing consistency with the final PUD; and,

B. Major Amendments.

1. A major amendment to the final PUD is a Type III permit application, and shall be processed as provided in GHMC Title 19.

2. Major amendments are those which substantially change the character, basic design, density, open space or other requirements and conditions of the final PUD and site plan.

3. In addition to the permit application requirements set forth in GHMC 19.02.002, a complete application for a major amendment shall consist of the following:

- a. A complete application packet as required under GHMC ~~17.96.050.17.90.040~~; and,
- b. A complete application packet as required by GHMC 17.98.040 and the design manual.
- c. An amended environmental checklist, and addendums to all environmental documents affected by the proposed change including the traffic impact analysis, if applicable; and,
- d. A written statement addressing consistency with and/or changes to the final PUD; and,
- e. A written statement addressing the criteria for approval set forth in GHMC 17.90.070.

C. Concurrent Processing of Applications. A minor PUD amendment application may be processed concurrent with a building permit application. If an application for a major amendment is submitted, no building or other permit associated with such major PUD amendment shall issue until all review proceedings required under GHMC Title 19 for the major PUD amendment are completed and all necessary approvals obtained.

Section 61. Subsection 17.91.040(A) in the Mixed Use District Overlay (MUD) chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.91.040 Site development and performance standards.

A. Minimum Development Parcel Size. To promote efficient and compatible groupings of uses within a mixed use district, the following minimum development parcel sizes shall apply:

1. No parcel less than 10 acres shall be developed with residential uses, except where the parcel is contiguous to a developed or planned residential area.

2. No parcel less than 10 acres shall be developed with ~~commercial or business~~ nonresidential uses, except where the parcel is contiguous to a developed or planned business or commercial area.

3. Where phased development is proposed for a parcel of 10 acres or greater and where the first phase is less than 10 acres, the remaining portion of the parcel reserved for future development shall be committed to residential or ~~commercial~~ nonresidential uses.

4. Where residential and nonresidential uses are developed on the same parcel or site, the parcel size requirements may be waived where it is found that the intent of the mixed use zone is otherwise met.

* * *

Section 62. Subsection 17.98.030(A) in the Design Standards and Review chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.98.030 Design manual chapter applicability.

A. General Applicability. Chapter 17.99 GHMC, Design Manual, applies to all proposals to subdivide land under the provisions of GHMC Title 16 and to all proposals to build, locate, construct, remodel, alter or modify any facade on any structure or building or other visible element of the facade of the structure or building or site, including, but not limited to: landscaping, parking lot layout, signs, outdoor furniture in public or commercial locations, outdoor lighting fixtures, fences, walls and roofing materials (hereafter referred to as outdoor proposals), as described in Chapter 17.99 GHMC, Design Manual. Design review approval is required for all outdoor proposals which require a building permit, or which are part of a project or development requiring a site plan, ~~short plat~~, subdivision, conditional use permit or utility extension agreement.

* * *

Section 63. Section 17.99.030 in the Design Manual chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.99.030 Design review options.

The design standards of this chapter shall be observed for building and site design within the city of Gig Harbor. Design standards include both GENERAL REQUIREMENTS and SPECIFIC REQUIREMENTS. "General requirements" include all **BOLD UNDERLINED** text in this chapter. "Specific requirements" include the more detailed text which immediately follows general requirements. This differentiation allows proponents to select from the design review options described in Chapter 17.98 GHMC, including:

* * *

C. MINOR ADJUSTMENTS TO HEARING EXAMINER DECISIONS

The planning director may review minor adjustments to a final, approved hearing examiner decision prior to building permit issuance as described in GHMC 17.98.056. The minor adjustment process can be used only after the design review board has made a recommendation and the hearing examiner has ruled on the recommendation. The director can approve a minor adjustment if all of the criteria set forth in GHMC 17.9998.056(B) are met.

D. ADMINISTRATIVE REVIEW OF ALTERNATIVE DESIGNS

The planning director will review alternative design solutions to SPECIFIC REQUIREMENTS, as described in GHMC 17.99.058, for single-family (detached only) and duplex dwelling building permit applications for remodel and construction as well as ~~tenant-specific~~ tenant-specific

alterations. The director can approve alternative designs for such application if all of the criteria set forth in GHMC 17.99.058(B) are met.

E. EXCEPTIONS

An exception is used in those situations when a project does not meet the SPECIFIC REQUIREMENTS and the applicant does not provide an alternative design solution. A request for an exception is reviewed by the design review board and the board issues a recommendation to the ~~hearing examiner~~ planning director. The DRB can recommend approval of an exception if the board finds that all of the criteria set forth in GHMC 17.98.060(D) are met.

Section 64. Section 17.99.040 in the Design Manual chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.99.040 Industrial building exemption (IBE).

A. There are numerous standards throughout this chapter that are not practical for industrial development within defined areas of the city. Accordingly, any building, structure or site that is principally used for the uses set forth in subsection B of this section is eligible for the industrial building exemptions described in subsection C of this section ~~as long as it~~ if the following are true:

- ~~1. Is located outside the city's historic district;~~
- ~~2. Is not visible within 800 feet of any public right-of-way outside the city's employment district; and~~
- ~~3. Is not visible within 800 feet of any defined parkway or enhancement corridor as described in GHMC 17.99.110 through 17.99.140 and GHMC 17.99.150 and 17.99.160, respectively.~~

1. The building, structure or site is not located in the city's historic district; and,

2. If the building, structure or site is in the employment district (ED), one of the following must be true:

a. The building, structure or site is more than 800 feet from a parkway or the defined right-of-way within an enhancement corridor as described in GHMC 17.99.110 and GHMC 17.99.150, respectively; or,

b. The building, structure or site is within 800 feet from a parkway or the defined right-of-way within an enhancement corridor and is not visible from such right-of-way; or,

3. If the building, structure or site is not within the employment district (ED), one of the following must be true:

a. The building, structure or site is more than 800 feet from a public right-of-way; or

b. The building, structure or site is within 800 feet from a public right-of-way and is not visible from such right-of-way.

B. The industrial building exemption described in subsection A of this section applies only to buildings principally used for any of the following uses:

- Research and development facilities;
- Light assembly and warehousing;
- Light manufacturing;
- Distribution facilities;
- Contractor's yards and related on-site offices;
- Mini-storage facilities;
- Service and retail uses which support on-site and are ancillary to any of the above stated uses; Auto body/detail shops.

C. Industrial building exemptions are identified by the acronym IBE. The IBE acronym will be shown at the end of any general requirement that qualifies for an industrial building exemption.

Section 65. Subsection 17.99.260(A) in the Design Manual chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.99.260 Primary walkway standards (IBE).

A primary walkway is the main pedestrian walkway which connects a building's entrance to the public right-of-way. Primary walkways are required for all nonresidential development.

A. Link commercial nonresidential buildings to their fronting street with primary walkways.

All primary structures must be served by primary walkways which directly link the building's main entrance to the street on which the building is located.

* * *

Section 66. Section 17.99.280 in the Design Manual chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.99.280 Outdoor common area standards.

~~Outdoor common area standards are contained on pages 31 through 34 of the city of Gig Harbor's 1996 Design Manual, on file with the city clerk.~~

A common area is a designed outdoor space which encourages outdoor activities and leisure in outdoor spaces associated with nonresidential development. Required common areas must be provided on-site, unless otherwise allowed by GHMC 17.99.280(B)(5), but may be enlarged and extended into city right-of-ways to connect with the sidewalk, subject to City Public Works Department approval.

A. Provide common area of a size proportionate to development.

Nonresidential development greater than 2,000 square feet in floor area shall include common areas equal to 10% of the gross floor area of the building to which they apply, excluding garages, warehouses, and similar unheated support structures.

B. Choose type of common area best suited to development.

Common areas must include trash receptacles and casual seating and/or tables. Common areas must be one of (or a combination of) the following:

1. BALCONY, TERRACE OR COVERED COLONNADE - providing a minimum walking width of 8 feet and which also incorporates seating areas.

2. PLAZA - with colored or textured pavement surface, e.g., brick, stone, exposed aggregate concrete or colored and textured concrete. To provide pattern and enhance the texture of the pavement, concrete surfaces shall be scored or otherwise divided into smaller sections.

3. POCKET PARK - developed between or in front of buildings which include landscaped areas of grass, trees, shrubbery and flowers, combined with limited paths and pavement areas for casual tables and/or seats.

4. SHORELINE VIEWING PLATFORM - consistent with both the Shoreline Master Program requirements and these design standards. Viewing platforms intended for public access shall be identified with signage located at the edge of the public right-of-way.

5. OFF-SITE COMMON AREAS - For structures with less than 5000 square feet of floor area, any of the above common areas which are within 250 feet of the subject site and are at least as large as the required common area for the subject site meet common area requirements and do not have to be repeated. This does not imply that the off-site common area must be accessible for the subject site's use. It merely develops an appropriate density for outdoor common areas in a given district. Off-site common areas do not qualify for on-site parking credits allowed by GHMC 17.99.280(F).

C. Locate common areas in view corridors.

Where view corridors occur on a site, common areas shall be located within the view corridor. Use care in the selection of landscape plantings so as to preserve views.

D. Provide direct access to common areas with pedestrian walkways.

Common areas (or outdoor stairs leading to common areas) shall be easily accessible to customers from the public right-of-way by either primary or secondary walkways.

E. Provide outdoor seating where people want to sit.

Pedestrian seating is encouraged in locations which allow enjoyment of sun and protection from wind and rain. Locate seating so that users can observe the activities of the street or enjoy a scenic view.

F. Take advantage of Common Area Credits.

Common areas invite pedestrian activity. Therefore, it is expected that impacts from automobile traffic will be lessened. Additionally, a well-designed common area provides the same visual amenity as pervious coverage landscaping. Provision of common areas may therefore be counted toward parking and impervious coverage requirements as follows:

1. REDUCED PARKING. Required on-site parking may be reduced by one parking stall for every 200 square feet of *required* common area.
2. INCREASED IMPERVIOUS COVERAGE. *Required* common areas may be counted as pervious when calculating impervious coverage allowances. (Drainage system design must incorporate all impervious surfaces).

G. Consider allowed activities in common areas.

To assure full use and benefit of common areas to the property owner, the following activities are allowed in common areas:

1. FOOD OR FLOWER CARTS - limited to one portable food or flower handcart, provided such cart does not impede pedestrian flow. Common areas larger than 2,000 square feet may have two carts. Carts shall be on private paved common area, subject to owner approval and health department permit requirements. Carts must be portable and be stored away after hours.
2. TEMPORARY ART DISPLAYS - allowed in private common areas, subject to owner approval, and subject to City permit requirements.
3. OUTDOOR SALES - (e.g., farmers market) allowed one day per week.
4. OUTDOOR DINING - up to one seat per 20 square feet of common area is allowed as a bonus (in addition to seating regulated by parking requirements), provided such seating does not impede pedestrian flow.

5. TRANSIT STOP - Common areas may double as a transit stop if it conforms to both transit stop and common area requirements.

Section 67. The graphic set forth in Subsection 17.99.300(B) is hereby deleted.

Section 68. Subsection 17.99.320(A) in the Design Manual chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.99.320 A. Conform to residential setback requirements.

1. FRONT SETBACK MINIMUM House/Accessory Structures – 20 feet; in
Waterfront Millville – 12 feet
Garage – 26 feet; in Waterfront Millville – 18 feet
Porches – 12 feet; in Waterfront Millville – 6 feet

2. SIDE SETBACK/VIEW CORRIDOR MINIMUM**

a. For site with one building - On a 50-foot-wide lot, 20 feet of combined side yard setback/view corridor is required and may be allotted as desired except that a minimum of five feet on any one side is required. For every additional foot of lot width beyond 50 feet, an additional one-quarter foot of side yard setback/view corridor is required. On sites with less than 50 feet of width, one-quarter foot of side yard setback/view corridor shall be eliminated for every foot of lot width less than 50 feet; provided that a minimum of 5 feet of setback/view corridor shall be provided on all side yards.

b. For sites with multiple buildings – Side yard setbacks/view corridors shall be provided in an amount equivalent to 20 feet for the first 50 feet of lot width. For every additional foot of lot width beyond 50 feet, an additional one-quarter foot of side yard setback/view corridor shall be provided. On sites with less than 50 feet of width, one-quarter foot of side yard setback/view corridor shall be eliminated for every foot of lot width less than 50 feet. The side yard setbacks/view corridors may be allotted in one of the following ways:

i. The total of the required side yard setback/view corridor shall be provided adjacent and parallel to the side property lines along the entire length of the property provided that a minimum of five feet of setback/view corridor shall be provided on all sides; or

ii. If the lot is 100 feet or more in width, a minimum side yard setback/view corridor of five feet shall be provided adjacent to abutting properties and setback/view corridor(s) a minimum of 20-foot wide shall be provided between buildings on the subject site. Lots narrower than 100 feet wide are not eligible for this provision.

c. View Corridors – In waterfront zoning districts, view corridors shall be provided perpendicular to a designated parkway or parallel to the side property lines along the entire length of the property. In all other zoning districts, view corridors shall be provided parallel to the side property lines along the entire length of the property. All required view corridors shall be open from the ground to the sky except that appurtenances allowed by the definitions of “yard” in Section 17.04.880 GHMC and “yard, side” in Section 17.04.910 GHMC may be located within the corridor.

3. REAR SETBACK MINIMUM** – As defined for each underlying zone in the Gig Harbor Municipal Code, or 25 feet, whichever is less.

4. OVERWATER STRUCTURE SETBACK:

Setbacks for overwater structures shall be governed by the Gig Harbor Shoreline Master Program and shall be exempt from this section.

** See additional setback provisions in subsection C of this section.

* * *

Section 69. Subsections 17.99.510(A and B) in the Design Manual chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.99.510 Building massing and height – Historic district

* * *

A. Incorporate characteristic roof lines and massing into residential structures.

Historic structures in Gig Harbor are characterized by similar roof lines and massing. All residential structures within the historic district must meet the following criteria:

1. MINIMUM ROOF PITCH.

Roof pitches shall be minimum 6/12 and maximum 12/12 on all portions of the roof except for (a) shed dormers, (b) porches, (c) the lower pitched roof portion on a saltbox-style structure, and (d) steeples, bell towers, and similar accentuated structures.

2. MAXIMUM HEIGHT – DB ZONE SOUTH OF ROSEDALE STREET and THE PORTION OF THE WC ZONE ABUTTING THE DB ZONE.

A building shall not exceed 27 feet above natural and finished grade as measured from the building footprint except as allowed for stepped-down buildings as follows:

On sloped sites, the elevations of buildings may be stepped-down and those stepped down sections may exceed the 27-foot maximum provided that the uphill and downhill facades do not exceed 27 feet above natural and finished grade as measured from the building footprint and that the amount of elevation above 27 feet does not exceed the amount of elevation below 27 feet as shown in Figure A below. Safety rails surrounding roof top patios or gardens that are stepped back from the most forward front face of perimeter cornice are not included in the elevation provided the safety rail meets the design requirements of balustrades in GHMC 17.99.540(B) and provide a minimum of 60% transparency.

[Note: Retain graphic at this location]

3. MAXIMUM HEIGHT – ALL OTHER ZONES.

Each residential lot is allowed a building height of up to 18 feet from any point within the buildable area and within 50 feet of the building's footprint; provided, that no portion of the structure exceeds 27 feet above natural and finished grade. In the Waterfront Millville (WM) zone, the point at which the 18-foot maximum is measured may be at the highest point within the lot along the street right-of-way. Additionally, one BASIC STRUCTURE measuring 25 feet wide by 40 feet deep by 27 feet high may be incorporated into the building design based upon the following criteria:

- a. The height of the basic structure shall be measured from the lowest elevation point at the setback lines. Height shall be measured from natural grade.
- b. The ridge of the basic structure shall be perpendicular to the shoreline or "point" to a significant view.
- c. No structures other than chimneys shall extend beyond the area defined by the gable or hip, i.e., no structure shall extend above the common rafter extending from the top wall plate to the ridge unless it is within the underlying 18-foot height envelope.
- d. The minimum roof pitch is 8/12. Equal pitches are used on the remaining portion of the house.
- e. A full-width front porch shall be included on the front side of the basic structure unit and windows on the entire structure shall be true-divided light windows if a grid pattern is desired.
- f. All other setback and height requirements are complied with.

[Note: Retain graphic at this location]

4. INTERSECTING GABLES OR DORMERS.

- a. To avoid expansive roof planes, fascia boards may not exceed 35 feet in length without an intersecting gable, dormer or similar architectural element incorporated into the roof plane above the fascia board on pitched roofs.
- b. The total width of all dormers, gables, and similar architectural elements shall not exceed 50 percent of the width of the roof plane on which those elements are located.
- c. This requirement does not apply to BASIC STRUCTURES defined under subsection (A)(2) of this section.

B. Conform to height standards for nonresidential structures.

Historic commercial structures were typically flat-roofed buildings with projecting cornices, sometimes with an extended parapet on the front. Pitched roof commercial buildings were also common. To allow similarly designed buildings, all nonresidential structures within the historic district shall conform to the following height and roof pitch standards:

1. DOWNTOWN BUILDING HEIGHTS

In the portion of the Downtown Business (DB) district south of Rosedale Street and the abutting portion of the Waterfront Commercial (WC) district, the building height limitations of this subsection 1 apply as do the requirements of subsection 5 below. In all other zones, the requirements of subsection 2 through 5 apply.

A building shall not exceed 27 feet above natural and finished grade as measured from the building footprint except as allowed for stepped-down buildings as follows:

On sloped sites, the elevations of buildings may be stepped-down and those stepped down sections may exceed the 27-foot maximum provided that the uphill and downhill facades do not exceed 27 feet above natural and finished grade as measured from the building footprint and that the amount of elevation above 27 feet does not exceed the amount of elevation below 27 feet as shown in Figure B below. Safety rails surrounding roof top patios or gardens that are stepped back from the most forward front face of perimeter cornice are not included in the elevation provided the safety rail meets the design requirements of balustrades in GHMC 17.99.540(B) and provide a minimum of 60% transparency.

[Note: Retain graphic at this location]

2. MAXIMUM UPHILL HEIGHT

No portion of a building shall exceed 16 feet for a flat roofed building, or 18 feet for a pitched roof building, as measured from the highest

point within the buildable area and within 50 feet of the building footprint.

3. MAXIMUM DOWNHILL HEIGHT

No building shall exceed a height of 24 feet as measured from finished grade at the lowest point of the building footprint, except that additional height is allowed for roof planes, gables and dormer windows, not to exceed the uphill height limits.

4. MAXIMUM HEIGHT ABOVE GRADE

Buildings may not exceed a height of 27 feet above natural and finished grade at any given point within the building footprint.

5. PITCHED ROOFS

Pitched roofs shall have a minimum roof pitch of 6/12 and a maximum pitch of 12/12 on all portions of the roof except for (a) shed dormers, (b) porches, (c) the lower pitched roof portions on a saltbox-style structure, which may all have lesser pitched roofs, and steeples and bell towers, which may have greater pitched roofs. The ridge of a pitched roof shall run perpendicular to (pointing toward) the view of the bay as seen from the street nearest the front setback line of the subject site, unless the ridge is within the flat roof height limits.

* * *

Section 70. Section 17.99.590 in the Design Manual chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.99.590 Definitions.

* * *

Prominent Facade Prominent facades include all building facades visible from waterways, public rights-of-way, or from any customer or client parking or pedestrian area within a defined activity center. Prominent facades also include facades which face the road(s) providing ~~primary~~ primary access to the building's site.

* * *

Section 71. Section 19.02.008 in the Type I – IV Project Permit Processing chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

19.02.008 Duration of permit approval and expiration of permits.

A. Duration of Permit Approval. A land use permit shall expire three years from the date a permit is approved, except as specified in subsection C of this section.

B. When a project includes more than one land use permit, the expiration date of the land use permit with the longest permit approval

duration shall govern all land use permits included in a project, except final plats, short plats, map amendments, and Type V decisions.

C. The duration of approval, expiration and extension of the following land use permits shall not be governed by this section, except that subsection B of this section shall apply:

1. Shoreline permits shall be governed by the city of Gig Harbor shoreline master program and WAC 173-27-090;

2. Subdivisions, short plats, binding site plans and boundary line adjustments shall be governed by GHMC Title 16 and Chapter 58.17 RCW;

3. Land use permits governed by a development agreement shall be pursuant to the development agreement;

4. Special use permits, land clearing permits, planned residential developments, planned unit development and temporary trailer permits shall be governed by the provisions in the specific zoning code chapter regulating those permits;

5. Zoning district map amendments and height restriction area map amendments.

* * *

Section 72. Subsection 19.03.001(A) in the Public Notice chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

19.03.001 Public notice of application.

In addition to the notice of application for project permits required by GHMC 19.02.004, the director shall also provide public notice of Type II, Type III and Type IV site-specific project permit applications by posting the property, publication in the city's official newspaper, and mailing. Public notice of non-site-specific project permit applications shall be by publication in the city's official newspaper. Public notice shall be provided within the timelines provided for in GHMC 19.02.004(B).

A. Posted Notice. Posting of the property for site-specific proposals shall consist of one or more notice boards as follows:

1. The posted notice shall contain at least the project location, description, type of permit(s) required, comment period dates, and a location where the complete application and notice of application may be reviewed.

2. A single notice board shall be placed by the applicant:

a. At the midpoint of the street fronting the site or as otherwise directed by the director for maximum visibility;

b. Five feet inside the street property line, except when the board is structurally attached to an existing building; provided, that no notice board shall be placed more than five feet from the street without approval of the director;

c. So that the top of the notice board is between five and six feet above grade; and

d. Where it is completely visible to pedestrians.

3. Additional notice boards may be required when:

a. The site does not abut a public road;

b. A large site abuts more than one public road; or

c. The director determines that additional notice boards are necessary to provide adequate public notice.

4. Notice boards shall be maintained in good condition by the applicant during the department review period.

5. Removal of the notice board prior to the end of the department review period shall be cause for discontinuance of the department review until the notice board is replaced and remains in place for the specified time period.

6. An affidavit declaration of posting shall be submitted to the director by the applicant at least 10 days prior to the hearing or final comment date. If an affidavit is not filed as required, any scheduled hearing or date by which the public may comment on the application shall be postponed until there is compliance with the notice requirement.

7. Notice boards shall be constructed and installed in accordance with specifications promulgated by the director.

* * *

Section 73. 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 74. 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

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:



Business of the City Council
City of Gig Harbor, WA

Subject: First reading of ordinance amending the 2014 budget

Dept. Origin: Finance

Prepared by: David Rodenbach, Finance Director

For Agenda of: November 24, 2014

Proposed Council Action:
Adopt ordinance amending the 2014 budget after second reading

Exhibits: Ordinance

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

Initial & Date
JG 11/18/14
RW 11/18/14
e-mail
DR 11/18

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

As the 2014 fiscal year comes to a close, it is evident that one general fund department and two funds will require a budget amendment prior to year-end.

The amendment to the General fund is due to larger than expected audit, credit card fees and unemployment benefits.

The amendment to the Hotel-Motel fund is needed because the 2014 budget did not include the local contribution component of the Pierce Transit trolley.

The 2014 budget for the Park Development fund requires amendment due to additional expenditures for the Cushman Trail project.

FISCAL CONSIDERATION

The recommended amendment to the 2014 general fund budget 2014 Hotel-Motel and Park Development funds are as follows:

	Original Budget	Amended Budget	Increase/ (Decrease)
Non-departmental	\$3,690,849	\$3,750,849	\$60,000
Ending Fund Balance	\$1,089,025	\$1,029,025	(\$60,000)
Hotel-Motel	\$ 362,230	\$ 450,451	\$ 88,221
Park Development	\$4,293,835	\$5,371,378	\$1,077,543

RECOMMENDATION / MOTION

Move to: Approve the ordinance amending the 2014 Budget after a public hearing and a second reading.

ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON,
AMENDING THE 2014 GENERAL FUND NON-DEPARTMENTAL
BUDGET; AND AMENDING THE 2014 BUDGETS FOR THE
HOTEL-MOTEL AND PARK DEVELOPMENT FUNDS**

WHEREAS, an adjustment to the 2014 annual appropriation of the General fund Non-Departmental budget is necessary to conduct city business; and

WHEREAS, adjustments to the 2014 annual appropriations of the Hotel-Motel and Park Development funds are necessary to conduct city business; and

WHEREAS, total Non-Departmental expenditures in the General Fund are expected to exceed the amount budgeted for 2014; and

WHEREAS, costs for the Pierce Transit trolley exceeded the amount budgeted; and

WHEREAS, the Cushman Trail Project is requiring more expenditures than planned; NOW, THEREFORE,

THE GIG HARBOR CITY COUNCIL ORDAINS AS FOLLOWS:

Section 1. The 2014 Budget shall be amended as follows:

Fund/Department	Original Appropriation	Amended Appropriation
001-General/Non-departmental	\$3,690,849	\$3,750,849
001-Ending Fund Balance	\$1,089,025	\$1,029,025
107-Hotel-Motel	\$ 362,230	\$ 450,451
109-Park Development	\$4,293,835	\$5,371,378

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

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

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

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

CITY OF GIG HARBOR

Mayor Jill Guernsey

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

Angela G. Summerfield

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



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

Subject: Resolution to Ratify an Application For Open Space Classification for Property Tax Purposes

Proposed Council Action: Adopt Resolution No. 981

Dept. Origin: Administration

Prepared by: Jennifer Kester, Planning Director

For Agenda of: November 24, 2014

Exhibits: Resolution; Pierce County Ordinance; vicinity map

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Initial & Date
JK 11/20/14
RW 11/20/14
by email 11/20
JK 11/20/14
JK 11/20/14

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

In January, 2014, Barbara Magnuson and Said Ghassabei submitted an application to Pierce County to change the property tax status for their properties located at 5801 108th Street Northwest from farm and agricultural use to an open space classification pursuant to RCW 84.34.020(1).

Pierce County Council considered the application on September 17th and after holding a public hearing determined that the property met the intent of RCW 84.34.020(1) and adopted Ordinance No. 2014-65, affirming the application.

To finalize the application process, the City of Gig Harbor must affirm the Pierce County Council's action through the attached resolution.

FISCAL CONSIDERATION

The reclassification of the property as open space would result in a negligible property tax effect to the City as the property owner is going from a farm and agriculture tax classification to an open space classification. Over the past eight years the property owners have paid an average of \$54.79 in property taxes on one parcel, and \$24.21 on the other.

BOARD OR COMMITTEE RECOMMENDATION

n/a

RECOMMENDATION / MOTION

Move to: Adopt Resolution No. 981 to ratify an application for Open Space Classification.

RESOLUTION NO. 981

**A RESOLUTION OF THE CITY OF GIG HARBOR,
WASHINGTON, RATIFYING AN APPLICATION FOR
OPEN SPACE CLASSIFICATION.**

WHEREAS, by way of Ordinance No. 2014-65, Pierce County approved pursuant to RCW 87.24.037 an application for Open Space Classification submitted by Barbara Magnuson and Said Ghassabei, involving approximately 11.27 acres located at 5801 108th Street NW, Gig Harbor; and

WHEREAS, Pierce County transmitted the Ordinance to the City of Gig Harbor for the City's affirmation of the application for Open Space Classification; and

WHEREAS, the City of Gig Harbor, in cooperation with Pierce County Department of Planning and Land Services, has also reviewed the application and recommends approval;

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

Section 1. Pursuant to RCW 84.34.037 the City of Gig Harbor gives its assent and affirms the grant of Pierce County Application No. OS25-13 for Case No. OS25-13, Barbara Magnuson and Said Ghassabei, on the terms and conditions specified in Pierce County Ordinance 2014-65.

Section 2. The Gig Harbor City Clerk is hereby directed to forward this Resolution to Pierce County.

Section 3. This Resolution shall be in full force and effect upon passage.

PASSED by the City Council this 24th 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: _____

FILED WITH THE CITY CLERK: 11/19/14
PASSED BY THE CITY COUNCIL: 11/24/14
RESOLUTION NO: 981

1 Sponsored by: Councilmember Stan Flemming
2 Requested by: Executive/Planning and Land Services

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8 **ORDINANCE NO. 2014-65**

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10
11 **An Ordinance of the Pierce County Council Affirming an Application for**
12 **Open Space Classification Under Current Use Assessment**
13 **on Certain Properties Located Within the Incorporated**
14 **Boundaries of the City of Gig Harbor in Pierce County;**
15 **Directing the Clerk of the Council to Forward This Ordinance**
16 **to the City of Gig Harbor for its Affirmation of This**
17 **Application Consistent with Revised Code of Washington**
18 **84.34.037; and Adopting Findings of Fact. (Application No.**
19 **OS25-13)**

20
21 **Whereas**, certain property owners have filed an application with Pierce County
22 for Open Space Classification in accordance with Chapter 84.34 Revised Code of
23 Washington (RCW), as amended; and

24
25 **Whereas**, RCW 87.34.037 provides that, "...applications for classification of land
26 in an incorporated area shall be acted upon by: (a) A granting authority composed of
27 three members of the county legislative body and three members of the city legislative
28 body in which the land is located in a meeting where members may be physically
29 absent but participating through telephonic connection; or (b) separate affirmative acts
30 by both the county and city legislative bodies where both bodies affirm the entirety of an
31 application without modification or both bodies affirm an application with identical
32 modifications."; and

33
34 **Whereas**, the property in Open Space Application OS25-13 is located inside the
35 boundaries of the City of Gig Harbor; and

36
37 **Whereas**, the provisions of Chapter 2.114 of the Pierce County Code (PCC) set
38 forth applicable procedures for the review and hearing of Current Use Assessment
39 Applications; and

40
41 **Whereas**, within ten days of receipt of the application, the Pierce County
42 Department of Planning and Land Services provided a copy of the application to the
43 City of Gig Harbor, as required by Section 2.114.090 A.2. of the Pierce County Code
44 (PCC); and



1 **Whereas**, the requirements of Chapter 2.114 PCC have been met with respect to
2 the subject application; and

3
4 **Whereas**, the Pierce County Department of Planning and Land Services and the
5 Assessor-Treasurer's Office, in cooperation with the City of Gig Harbor, has reviewed
6 the applications and provided a Staff Report concerning the application; and

7
8 **Whereas**, the Staff Report includes a recommendation of approval of 20 points
9 for Parcel Nos. 0122361043 and 0122361700 for Application No. OS25-13, Barbara
10 Magnuson and Said Ghassabei, for classification of 11.27 acres as Open Space under
11 Current Use Assessment, based on the Open Space Public Benefit Rating System,
12 consistent with Findings of Fact in the attached Exhibit A; and

13
14 **Whereas**, the Pierce County Council has followed all applicable procedures and
15 finds that the Application set forth herein for Open Space classification, as more fully
16 described in the attached Exhibit A, has been properly reviewed and considered; **Now**
17 **Therefore**,

18
19 **BE IT ORDAINED by the Council of Pierce County:**

20
21 Section 1. Application No. OS25-13 for Case No. OS25-13, Barbara Magnuson
22 and Said Ghassabei, is approved for 20 points based on the Open Space Public Benefit
23 Rating System in Chapter 2.114 PCC for Open Space classification of 11.27 acres, as
24 more fully described in Exhibit A, which is attached hereto and incorporated herein by
25 reference.

26
27 Section 2. The Clerk of the Council is hereby directed to forward this Ordinance
28 to the City of Gig Harbor for its affirmation of the application contained herein, and
29 subsequent filing of official documentation of its legislative action of affirmation with the
30 Clerk of the Council.

31
32 Section 3. The applicants shall take all steps specified by the Planning and Land
33 Services Department to ensure that the legal descriptions set forth in the application are
34 true and correct descriptions of the properties to be placed under the Current Use
35 Assessment.

36
37 Section 4. The applicants shall execute the required agreement regarding their
38 particular Current Use Assessment authorization as provided by Chapter 2.114 PCC.

1 Section 5. Findings of Fact are hereby adopted as set forth in Exhibit A, which is
2 attached hereto and incorporated herein by reference.

3
4 Section 6. If any of the provisions of this Ordinance are held illegal, invalid, or
5 unenforceable, the remaining provisions shall remain in full force and effect.

6
7 PASSED this 7th day of October, 2014.

8
9 ATTEST:

PIERCE COUNTY COUNCIL
Pierce County, Washington

10
11
12 Denise D. Johnson
13
14 **Denise D. Johnson**
15 Clerk of the Council

Dan Roach
Dan Roach
Council Chair

Pat McCarthy
Pat McCarthy
Pierce County Executive
Approved Vetoed , this
17 day of October,
2014.

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25 Date of Publication of
26 Notice of Public Hearing: September 17, 2014

27
28 Effective Date of Ordinance: October 24, 2014
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Exhibit A to Ordinance No. 2014-65

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OS25-13, Barbara Magnuson and Said Ghassabei, Parcel Nos. 0122361043 and 0122361700, 5801 108th Street NW, City of Gig Harbor:

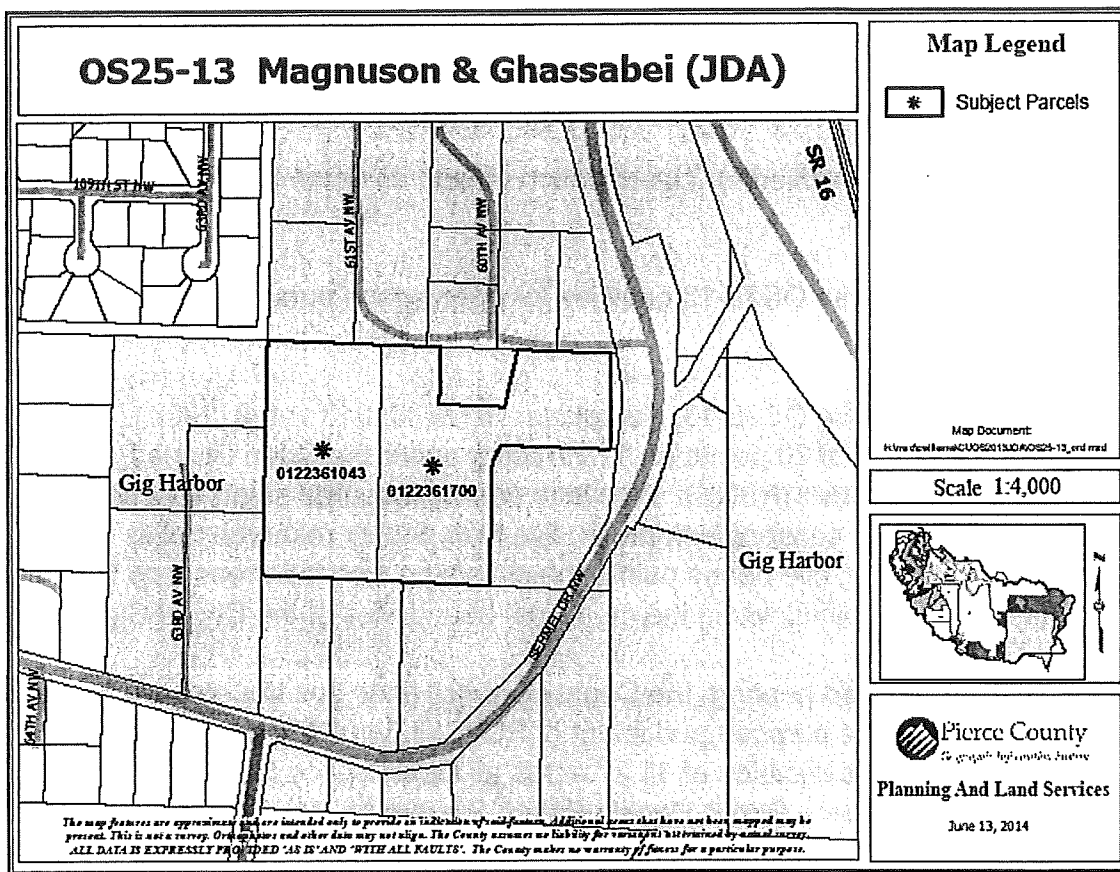
LEGAL DESCRIPTION OF THE PROPERTY
UNDER CURRENT USE ASSESSMENT

RTSQQ: 01223613

0122361043: W 1/2 OF NW OF SW OF NE CURRENT USE FARM & AG RCW 84.34 19772719980 5 ACS SEG F 7896

0122361700: THAT POR IN CURRENT USE OF PARCEL B OF DBLA 2006-02-03-5003 DESC AS COM AT NW COR OF SW OF NE TH S 87 DEG 42 MIN E ALG N LI OF SD SUBD 327.38 FT TO POB TH S 1 DEG 28 MIN 42 SEC W 663.95 FT TH S 87 DEG 46 MIN 43 SEC E 326.7 FT TH N 1 DEG 33 MIN 11 SEC E 313.74 FT TO PT OF CURV OF 140 FT RAD C TO R TH ALG SD CURVE 89.6 FT THRU C/A OF 36 DEG 40 MIN 11 SEC TH S 87 DEG 44 MIN 21 SEC E 328.4 FT TO WLY LI OF SEHMEL DR NW TH ALG SD LI N 6 DEG 50 MIN 24 SEC E 100.14 FT TH N 1 DEG 36 MIN 2 SEC E 67.88 FT TH N 9 DEG 21 MIN 8 SEC W 99.76 FT TO N LI OF SD SW 1/4 TH N 87 DEG 42 MIN W ALG SD N LI 281.64 FT TH S 12 DEG 18 MIN W 134.12 FT TO PT OF CURV OF 140 FT RAD C TO R TH ALG SD CURVE 29.09 FT THRU C/A OF 11 DEG 54 MIN 13 SEC TH N 87 DEG 42 MIN W 191.54 FT TH N 1 DEG 33 MIN 11 SEC E 160.01 FT TO SD N LI TH N 87 DEG 42 MIN W ALG SD LI 167.55 FT TO POB SUBJ TO EASE & RESTRICTIONS OF REC SEG FOR TAX PURPOSES ONLY MAY NOT BE SOLD OF SUBD WITHOUT 1-080 CURRENT USE FARM & AG RCW 84.34 1977 2719980 6.27 ACS OUT OF 1-052, 1-053 & 1-045 SEG 2006-0922 03/13/06 SD/KT

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FINDINGS OF FACT

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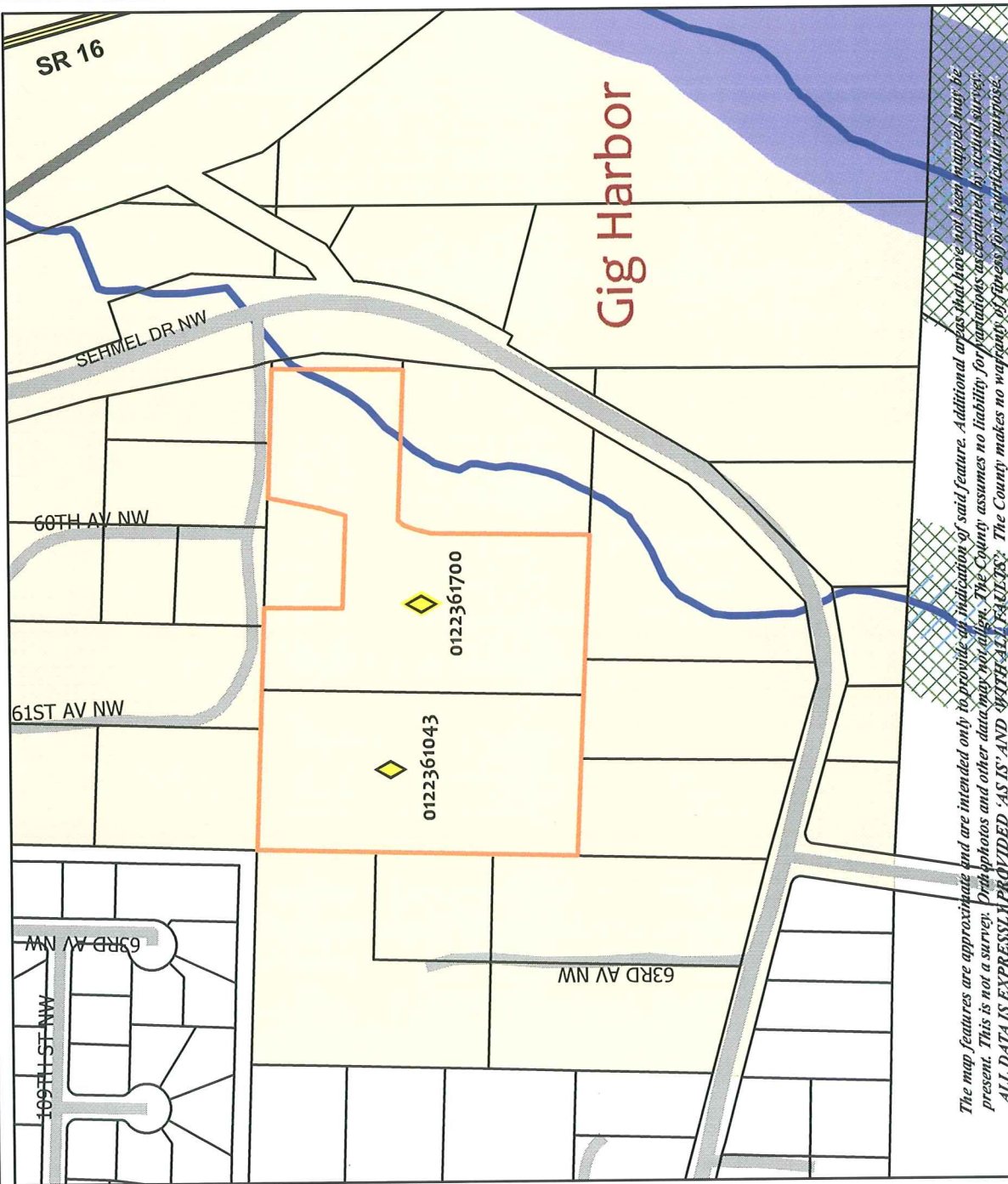
Case No. OS25-13, Barbara Magnuson and Said Ghassabei

The County Council finds that:

1. The applicant has applied for classification of land as Open Space land pursuant to RCW 84.34.020(1).
2. The property in Case OS25-13 qualifies for open space pursuant to RCW 84.34.020(1).
3. The property in Case OS25-13, Parcel Nos. 0122361043 and 0122361700, qualifies for a total of 20 points on 11.27 acres under the Open Space Public Benefit Rating System (PBRs): Five high priority resource points for containing fish and wildlife habitat conservation areas; five high priority resource points for containing streams; five bonus points for containing wooded areas; and five bonus points for being located within the municipal boundaries of the City of Gig Harbor.
4. At a properly noticed hearing, the County Council finds that the property in Case OS25-13 meets the purpose and intent of RCW 84.34.020(1) and recommends approval of the classification of 11.27 acres as Open Space land with 20 points under the Open Space Public Benefit Rating System on Parcel Nos. 0122361043 and 0122361700.
5. Pursuant to RCW 84.34.037, the Council's affirmative approval of this application by this Ordinance will be forwarded to the City of Gig Harbor for its affirmation of the application.



OS25-13 Magnuson & Ghassabei (JDA)



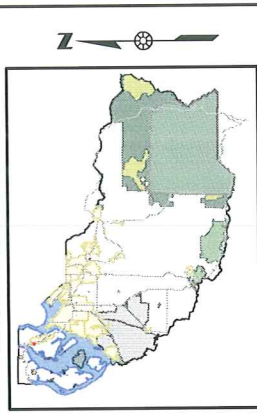
The map features are approximate and are intended only to provide an indication of said feature. Additional areas that have not been mapped may be present. This is not a survey. Orthophotos and other data may not align. The County assumes no liability for inaccuracies ascertained by visual survey. ALL DATA IS EXPRESSLY PROVIDED 'AS IS' AND 'WITH ALL FAULTS'. The County makes no warranty of fitness for a particular purpose.

Map Legend

- ◆ Subject Parcels
- Base Parcel
- Condominium
- Other
- Cities in Pierce County
- Hydro - Centerlines
- Stream
- Piped Stream Sections
- Priority Habitat/Species
- Possible F+W Habitat Areas

Map Document:
H:\mxd\williams\CUOS2013\JDA\OS25-13_resource.mxd

Scale 1:4,000



Pierce County
Geographic Information System

January 18, 2014

Planning And Land Services



Business of the City Council City of Gig Harbor, WA

Subject: Wastewater Treatment Plant Phase 2 Expansion– Contract Amendments for Facility Design Review and Bidding Assistance.

Dept. Origin: Public Works/Engineering

Proposed Council Action: Approve and authorize the Mayor to:

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

1. Execute Amendment No. 1 with Parametrix, Inc. for Design Services in an amount not to exceed \$60,745.50 for a total amended contract amount of \$193,968.75.
2. Execute Amendment No. 2 with Cosmopolitan Engineering Group, Inc. for Design Services not to exceed \$96,634.75 for a total amended contract amount of \$852,889.65
3. Execute Amendment No. 3 with Cosmopolitan Engineering Group, Inc. for Design Services for the Digester Covers in an amount not to exceed \$56,220.00 for a total amended contract amount of \$909,109.65

For Agenda of: November 24, 2014

Exhibits: Amendment No. 1 Exhibit A – Scope of Work, Exhibit B – Financial Summary.

Initial &
Date

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:

JG 11/19/14
Jon W 11/19/14
BY EMAIL 11/19/14
DF 11/19/14
AD 11/19/14

Expenditure Required	\$213,600.25	Amount Budgeted	\$ 9,000,000	Appropriation Required	\$0
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INFORMATION/BACKGROUND

On July 8, 2013, Council authorized a contract with Parametrix, Inc. in the amount of \$133,223.25 for third party design review services and bidding assistance on behalf of the City for the Phase 2 of the waste water treatment plant improvements. The original scope and budget for this work was based on the assumption that the project would be designed and bid as a complete package. However, it was decided, at the recommendation of the design consultant, Cosmopolitan Engineering, that there would be a benefit to the City to separate out the project out into two separate bid packages and building contracts.

A separate contract amendment was executed by Council for the repackaging of the plans and specifications for Cosmopolitan's extra work, but not for Parametrix's additional work effort. This proposed public works contract amendment provides additional compensation for the continuing design review services and bidding assistance associated with the Phase 2, mechanical components, of the waste water treatment plant expansion.

This current second contract amendment with Cosmopolitan Engineering is for out of scope design and engineering services that was completed by the consultant without the knowledge of the City staff. The original out of scope extra work request was in the amount of \$136,882 and through subsequent good faith negotiation efforts between all parties involved, this requested was reduced to a mutually agreeable \$96,634.75. The extra effort was necessary to clarify a multitude of design complexities and clarifications that had cropped up during the design phase for the treatment plant mechanical improvements. A copy of the most recent notification letter dated Nov. 14, 2014 from the City to the Consultant over this issue is provided in your packet for informational purposes. It is

staff recommendation and a show of good faith effort that the City Council approve the requested additional monies as the level of effort requested would have been required to be completed in order to avoid potential and costly construction change orders.

Finally, the third contract amendment with Cosmopolitan engineering is for completion of design efforts associated with new digester covers associated with the mechanical improvements. This design work has not been initiated and Council approval is requested at this time.

FISCAL CONSIDERATION

See discussion below under Board or Committee Recommendation.

BOARD OR COMMITTEE RECOMMENDATION

The City Engineer briefed Council at the November 10th Public Works Committee meeting of the most recent Consultant's construction cost estimate, prepared in mid September, which reflects a \$3,000,000 increase in projected construction costs, for a revised total available project budget increase from \$6,000,000 to \$9,000,000. This increase is a reflection of the anticipated increase in labor, equipment and material costs that the City has been experiencing across the board on its most recent capital construction projects.

The 2015-2016 biannual budget reflects this additional project costs and at the same November 10th Public Works Committee meeting, the City's rate analyst, Ashley Emery from Peninsula Consulting, Inc., presented this revised treatment plant budget in his rate analysis and concluded that the City has built up enough waste water reserves to cover this overage and without any additional borrowing of money would be necessary.

RECOMMENDATION/MOTION

Approve and authorize the Mayor to:

1. Execute Amendment No. 1 with Parametrix, Inc. for Design Services in an amount not to exceed \$60,745.50 for a total amended contract amount of \$193,968.75.
2. Execute Amendment No. 2 with Cosmopolitan Engineering Group, Inc. for Design Services not to exceed \$96,634.75 for a total amended contract amount of \$852,889.65
3. Execute Amendment No. 3 with Cosmopolitan Engineering Group, Inc. for Design Services for the Digester Covers in an amount not to exceed \$56,220.00 for a total amended contract amount of \$909,109.65



WWTP Phase 2 Expansion Budget Estimate Summary (CSSP-1205)

November 19, 2014

Design		Allocated Funds	Payments Incurred	Project Balance
Design Services	Cosmopolitan Engineering Group	\$909,110	\$712,406	\$196,703
Design Review Services	Parametrix, Inc.	\$193,969	\$131,373	\$62,596
HDR UV Study	HDR Engineering, Inc.	\$10,000	\$9,152	\$848
Habitat & Stream Buffer Mitigation Plan	Grette Associates, LLC	\$15,613	\$6,805	\$8,808
City Engineering Staff Time	City of Gig Harbor	\$10,000	\$0	\$10,000
		<i>subtotal</i>		\$0
			\$1,138,691	\$859,737
				\$278,955

Construction		Allocated Funds	Payments Incurred	Project Balance
Project Management				
Project Management	Cosmopolitan Engineering Group-Estimate	\$391,512	\$77,787	\$313,725
	Parametrix-Estimate	\$255,555	\$68,576	\$186,979
Material Testing	Construction Testing Laboratories	\$14,747	\$5,427	\$9,321
Material Testing City Engineer CO Approvals		\$2,000	\$0	\$2,000
Plans/Specs Printing Costs	ARC (Drawings & Specs)	\$14,963	\$14,963	\$0
MISC. A	BXWA, DJC, Gateway	\$278	\$278	\$0
MISC. B	PCRCD (as of 7/1/14)	\$857	\$857	\$0
City Engineering Staff Time	City of Gig Harbor	\$10,000	\$0	\$10,000
		<i>subtotal</i>		\$0
			\$689,912	\$167,888
				\$522,024

Construction		Allocated Funds	Payments Incurred	Project Balance
Construction Contract	Beisley INC (Includes Retainage)	\$2,142,519	\$180,349	\$1,962,170
City Engineer Change Order Authorization		\$25,000	\$77	
City Building Permit Fees	Building Permit	\$20,000	\$16,127	\$3,873
	Plumbing & Mechanical Permit	\$1,500	\$0	\$1,500
	Clear & Grade Permit (not needed)	\$0	\$0	\$0
	Block Wall Permit	\$1,184	\$1,184	\$0
Equipment	Pape -Tele Handler Forklift	\$150,408	\$150,408	\$0
TAB-Trac Mobile System for Box Storage	Dept. of Correctoins - Correctional Indu	\$79,092	\$0	\$79,092
Job Shack Costs	Printer: 341.74	\$342	\$342	\$0
On Site Storage Containers		\$7,500	\$5,644	\$1,856
		<i>subtotal</i>		\$0
			\$2,427,545	\$354,131
				\$2,048,491

Total Estimated Design & Construction Costs	\$4,256,148	\$1,381,755	\$2,849,470
<i>For Phase 1 Construction</i>			

Funding Sources	
PWTF Loan	\$4,845,850
City Funds	\$1,154,150

Total Funding PH 1+PH2	\$9,000,000
Funding Available for PH 2 Mechanical	\$4,743,852



Civil, Environmental,
and Recreational
Consulting

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Tacoma, WA
98401-1678
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Fax: (253) 272-7250

October 15, 2014

Mr. Steve Misiurak, P.E.
City of Gig Harbor
3510 Grandview St.
Gig Harbor, WA 98335

Re: Gig Harbor WWTP Phase 2 Improvements
Project #GIG.019

Mr. Misiurak:

As you know, the design of these Phase 2 Improvements, as well as the equipment we have been designing around, have gone through numerous iterations and design changes. Based on our conference call on Monday, 9/22, the final design of these improvements became clear, with the exception of the digester covers. So, following that conference call, I instructed the design team to document any and all excessive changes in scope and additional services provided at the request of the City throughout the design, along with the associated costs for addressing these issues. Attached are those documents, which are summarized as follows:

H.R. Esvelt Engineering	\$19,660.00
Structural Research Company	\$32,520.00
Richard Sample Engineering	<u>\$78,184.00</u>
Subtotal	\$130,364.00
5% Markup on Subs	<u>\$6,518.00</u>
Total, Additional Fee Request	\$136,882.00

In addition to the fee request for the subs, Cosmopolitan has incurred significant additional expense managing and incorporating these changes in scope and additional services into the contract documents. However, if we are allowed to apply the remaining expense portion of our design budget to cover these cost overruns, we will not need to request additional monies.

Specific areas of excessive changes in scope and requested additional services include structural and process design for the Vactor Load Out Building, the Digester Covers, the Clarifiers, the Chemical Feed Building and Odor Scrubber, as well as the UV Building, plus the required supporting electrical and I/C (instrumentation and control) design. Additionally, there were a number of other areas in the structural, process, electrical and I/C design realms that led to unanticipated increases in effort and cost. Please refer to the attached backup information supplied by the subs for the requested specifics.

As further documentation of the numerous iterations and design changes that have permeated the design of these Phase 2 Improvements, I offer the following comments from the project Meeting Notes:

October 15, 2014
Page 2

1/8/14	Vactor Load Out roof initially figured out, access issues still to be resolved
3/5/14	Vactor Load Out options still being discussed, clarifier issues being discussed
4/3/14	Vactor Load Out discussion continuing
4/30/14	Pre-purchase items being discussed
5/14/14	Clarifier and Fine Screen discussions continuing
6/25/14	Odor Scrubber issues, Process Water and Clarifier Cover issues, Fine Screen Issues
7/16/14	Vactor Load Out issues, UV issues still being discussed
8/27/14	Vactor Load Out issues, Pre-purchase issues
9/17/14	Vactor Load Out issues resolved

As you can see from the Meeting Notes, discussion and design changes/iterations on the Vactor Load Out Building went on for over 8 months until the site planning issues and design criteria were resolved. While this is indicative of the design process for many project elements, the Meeting Notes just scratch the surface of the ongoing project iterations and design changes, as there were numerous additional iterations throughout the design process on the Shop Mezzanine, Aeration Basins, Digesters, Clarifiers, and other Phase 2 Improvements.

Just to be clear, as you only want to address the digester cover issue a single time, the reason we are requesting additional fees at this time is that I only want to do this once, and until our conference call on Monday, 9/22, the design team was unable to accurately document excessive cost overruns for the design portion of the project.

Please contact me with any questions, or if you need additional information. I am available at your convenience to further discuss this matter.

Very truly yours,

COSMOPOLITAN ENGINEERING GROUP, INC.



James K. D'Aboy, P.E.

Enclosures



H. R. ESVELT ENGINEERING

Environmental Engineering

Cosmopolitan Engineering Group
711 Pacific Avenue
Tacoma, Washington

October 8, 2014

Attention: Jim D'Aboy, P.E.

Reference: Gig Harbor Wastewater Treatment Plant, Phase II Mechanical Design

Subject: H. R. Esvelt Engineering addition budget request for exceeding contract amount

H. R. Esvelt Engineering (HRE) design contract has been exceeded (as per phone conversations and outlined in the 9/15/2014 email) due to a number of work items being added and/or changed from HRE Subcontract Scope of Work. All HRE hours required to complete the project to the 90% design level were performed to the level of design expected by the client for design services in both Phase I and Phase II design. Subcontract Budget Tasks and areas of being over design budget are shown in the following table:

Item	HRE at \$165/hr	CAD Drafting at \$70/hr	Expenses	Subtotal
Sub-Contract Task 1 Management	30 hrs			\$ 4,950
Sub-Contract Task 3 Design	654 hrs	314 hrs	\$ 1,090	\$ 130,980
Sub-Contract Total	684 hrs	314 hrs	\$ 1,090	\$ 135,930
<u>Requested Additional Compensation:</u>				
(1) Extra work from contract split	16 hrs	20 hrs		\$ 4,040
(2) Clarifiers #1 design changes	40 hrs	24 hrs		\$ 8,280
(3) Digesters covering extra work:				
3a Extra design work on covers	16 hrs			\$ 2,640
3b Extra work on odor scrubber	8 hrs	8 hrs		\$ 1,880
3c Chemical Building design	12 hrs	12 hrs		\$ 2,820
<u>Requested Additional Compensation</u>	92 hrs	62 hrs		\$ 19,660
TOTAL Revised Sub-Contract Total	776 hrs	376 hrs	\$ 1,090	\$ 155,590

NOTES:

(1) When asked for additional budget for splitting the contract HRE did not anticipate the impact since we were only working on the Mechanical portion. However, extra times/costs were incurred when the Lab/Office Building design took longer than anticipated and the structural, electrical and instrumentation were not available during HRE design (in early summer), resulting in modifications to drawings when these firms did begin design on the Mechanical contract.

(2) Clarifiers #1 and #3 design budget was estimated based upon replacing the entire clarifier mechanism meeting the specifications of the existing Clarifiers #2 and #4 mechanisms. No

evaluation of the old clarifiers had been completed on mechanism components that could remain in service when the mechanism specifications and clarifiers drawings were produced.

- a) To save budget, City staff evaluation of Clarifier #1 mechanism components found the center column, bridge, drive and influent energy dissipation inlet in adequate condition to provide the service life to match the service life of the new mechanism components. No components in Clarifier #2 were suitable for continued service. The Clarifier #1 mechanism specification was re-written and drawings changed at the direction of City staff.
- b) Based upon City's staff ongoing evaluation of all the clarifiers and especially #2 and #4 mechanism wear and life, staff recommended changing the center cage, sweep arms, scum skimmers and scum trough to stainless steel. Specification were revised to include these stainless steel components.
- c) Sand blasting and recoating specifications for the Clarifier #1 components to remain in service was evaluated by HRE and with Tnemic staff input, developed a special coating specification section 09 91 61.
- d) City staff requested painting of the interior, outer wall and launder on all 4 clarifiers. This is a change in HRE scope of work. HRE developed special coating specification section 09 91 60.

(3) Digester Covers, and ducting, odor scrubber and Chemical Building extra work - after getting underway on design of the digester covers (with existing and proposed OVIVO / Enviroquip bridge-type digester diffusers), which requires a specific digester cover type to cover all of the odd shaped, small opening and support from each of the different bridge types (custom I-beam bridge for Digester #1, OVIVO tube air piping with diffusers on the outside of air tube and the new OVIVO bridge with diffusers between tubes accessible under special grating). Existing bridges and concrete walkways were to stay in service for access.

- a) Aluminum covers (selected for corrosion resistance over aerobic digesters, with concurrence of City staff), with extruded panels, were the most cost effective and could extend all the way across the widest basin without intermediate support(s). However, cover manufacturers would not work with the design team on such a complicated project. The reasons given included: bridges broke up the length, width and number of panels; special features were required to accommodate the panel support from each different type of bridge and required continued access to each drop pipe diffuser (not under the bridge grating for Digester 2). OVIVO indicated they had features for adding to the cover to maintain access to each of these diffusers on the outside of the air tubes, but even after repeated requests, were never provided. One cover manufacture did agree to work up a very rough quote (when pressured by the local representative) if the specifications were changed to include full cover design, manufacture and installation. HRE re-wrote the specification to include these items (Section 46 73 10). This cost estimate was provided and included in the 90% cost estimate. This manufacturer did review the specification

when requested, I assume, but provided no comments and would not confirm their cost estimate.

b) Odor Scrubber. The type of odor scrubber was changed from matching existing to packed tower type, since the existing type of odor scrubber with activated carbon could not operate with the high humidity from the digesters. Location of the Odor Scrubber tower and chemical feed fiberglass (FRP) Chemical Building could not be confirmed until after 90% design, waiting for location of the Vector Loadout Building and appurtenances, Vector truck access, the building fitting on the site while maintaining dewatered biosolids truck access on the relocated street. This resulted in re-designing layout and modifications to HRE drawings.

c) The Utility Water (UW) hypochlorite disinfection system's best and most cost effective location was in the odor scrubber FRP Chemical Building. The delivery of 50 gallon drums of chemical was very difficult into and out of a small building (hypochlorite for the odor scrubber oxidation and disinfection for the UW, and sodium hydroxide for pH control in odor scrubber) so City staff determined these should be changed to 405 gallon, refillable drums with double tank spill containment (provided through chemical supplier). Bulk delivery will also save on chemical costs. The resulting changes to the Chemical Building and equipment, required the building to be taken out of the Odor Scrubber manufacturer package and redesigned.

Design of building and equipment by design team was required which was not in the scope of work for odor scrubber. Additional HRE design time was required for:

- 1) resizing and location the FRP building to fit on the a very tight site;
- 2) re-design installation of the 2 chemical feed pumps provided in the Odor Scrubber package, to meet: chemical feed pump off gas ventilation for drawing from intake above pump level and mounting requirements (mounting pumps on rack supported from floor, since FRP building walls cannot sustain pump weight);
- 3) additional special coating specification to protect the concrete floor for mounting larger building with no floor, Section 09 91 62;
- 4) building drain to HRE designed separate sewer to provide constant drainage from the Chemical Building and Odor Scrubber overflow and drain (valves required in the Vector Loadout Building drain lines blocking flow not acceptable for odor scrubber drains); and
- 5) design for relocation of the existing gas line so it does not run under the Vector Loadout Building.

Thank you
H. R. ESVELT ENGINEERING



H. Richard Esvelt, P.E.

Structural Research Company

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MEMO

October 1, 2014

Project: Gig Harbor WWTP, Phase 2 Improvements
Mechanical Plant

To: Jim D'Aboy, PE
Cosmopolitan Engineering Group
711 Pacific Avenue
Tacoma, WA

RE: Additional Engineering Fee Request, Mechanical Plant Design

Jim,

As of today, 9/30/2014, SRC has expended more than the total fee contracted for our work. Since the Design Team has recently turned in the 90% Submittal, much remains to be done.

I have researched SRC records to determine the reason for the overrun. The following reasons appear to be responsible.

1. The engineering fee was predicated on an anticipated total project budget in the neighborhood of \$5 million. As we now know, the Lab/Operations portion of the project was slightly over \$2 million, and the 90% Cost Estimate for the Mechanical Plant was about \$5 million for a total project of about \$7 million.
2. SRC was required to do extensive work on the Phase 1 3D model to account for projects that were done between the completion of the Phase 1 work and the start of the Phase 2 design.
3. Separating out the Lab/Operations Building into a separate project had impacts for which an amendment to the SRC contract has already been made. The unforeseen part was an increase in engineering time required for the design of the Mechanical Plant because of the separation into two projects, including necessary duplication of drawing sheets, specifications, and general organization into a separate project.
4. As had happened on all other WWTP SRC has been involved with, the SRC engineering fee assumed the vector truck dewatering and decant facility would be an open-air slab on grade. The requirement for the facility to be much more complex, including a 5 foot push walls with imbedded steel plates on three sides, CMU, and a roof required time not negotiated in the original contract. Additionally, the building was sited at least three times, requiring a re-design each time until the current configuration was arrived at. This complexity could not have been foreseen.
5. SRC did not anticipate being heavily involved in the odor scrubber.
6. The Chemical Feed building required three different designs as the vector truck facility became settled.
7. The UV building required several iterations as the equipment was being selected. Two bridge cranes were required to be able to remove the pumps and motors from the east side while staying below the height restriction required by the zoning. The only solution that allowed the removal of equipment required retaining walls and concrete slabs, which was not foreseen.
8. The mezzanine and bridge crane in the shop was much more complex than planned.

For the above reasons, SRC is requesting a fee increase of \$32,520.

Gregor D. Edwards, PE, SE, Owner

Fee Increase Request-SRC

Item	Description	Prin	Sr Engr	Drafting
		150	120	70
1	Increased Complexity of Project	4	8	0
2	Additions and Corrections to 3D Model	16	18	24
3	Impact on Mech Plant of Separate Contract	16	16	0
4	Three Iterations of Initial Design Layout	8	24	16
5	Vactor Truck Loadout Structure Complexity	12	16	0
6	Chemical Feed Bldg & Odor Scrubber Extra Time	8	14	8
7	UV Building Changes as Equipment Selected	24	16	0
8	Mezzanine and Bridge Crane Complexity	4	16	0
Total Hours		92	128	48
Sub-Total Fee Request		13,800	15,360	3,360
Total Fee Increase		32,520		



October 10, 2014

Mr. Jim D'Aboy
Cosmopolitan Engineering Group
P.O. Box 1678
Tacoma, WA 98401-1678

**SUBJECT: ELECTRICAL ENGINEERING PROPOSAL FOR GIG HARBOR WWTP PHASE 2
ADDITIONAL DESIGN SERVICES**

Dear Jim,

I am submitting this letter for the purpose of documenting additional services associated with the Wastewater Treatment Plant Phase 2 Design contract. This letter also addresses the scope of services and associated fee for work performed by Advanced Industrial Automation as a sub-consultant to RSE.

As Attachment A, I have presented a description of my additional services by re-submitting the Design Development data sheet used in the base contract with identical line entries. Areas that have not changed are shown blank. Areas that have changed are shown with numerals which represent the amount of additional charges. Within Attachment A, backup drawing and specification pages show actual documents produced.

Areas of additional work considered outside the understood work scope used as basis of design fee are described below. Letters shown are in reference to line items shown on the first page of Attachment A - Additional Design Services backup data schedules.

Description of additional services performed

- d. Coordination with CenturyLink regarding Lab/Operations building IT requirements.
- e. Coordination with Yaskawa VFD supplier & manufacturer, Odor System Equipment, Chemical tanks, Fiberglass building supplier, Utility Water Packaged Control System Supplier.
- i. Effort working with lighting engineer required to bring the Lab/Operations Building lighting design in conformance with NW Energy Code regulations.
- j. Developed load calculations separately for both projects.
- k. Developed (13) additional drawings by RSE and (15) additional drawings by AIA.
- l. RSE developed (6) specification sections twice, created C&C schedules twice, created Utility Water Control Panel specification and assisted in Sequence of Construction development which were not included in the original fee estimate. AIA created (6) additional specification sections.
- n. Developed two separate construction cost estimates.
- o. Total of (5) review submittals rather than (3) as originally estimated.
- p. Two separate review sessions along with (28) additional drawings being reviewed.
- q. Significantly more comments from more reviewers and additional review submittals.
- r. Two bid submittals rather than one.
- s. Two groups of bidding Contractors rather than one.

As indicated in the Attachment A, the majority of the additional charges for Electrical are in the areas of drawing development (67%) and specifications (8%). The main cause of increase in these two areas is primarily the result of a change in approach to document development. As an explanation, the original design contract was based on the intention to modify existing Phase 1 project CADD files by screening back unaffected areas and showing modifications as boldly highlighted. New drawings would be created in areas where nothing existed before, such as the Lab/Operations building and U.V. Disinfection / Utility - Effluent pumping building. Early in the design, it was determined that this method was very difficult and would lead to confusion on the part of the Contractor. The project drawings eventually developed by RSE are all new drawings with plans, elevation, details, Power / Signal One-line diagrams and demolition each being grouped according to major project areas. This method also allowed the project to be segmented into areas which can be bid as alternatives.

The original contract contained a drawing list used for budgeting Engineering and Drafting hours. As this list was completely reconfigured to group drawings according to major areas and the list of drawings was increased by 50%, it became necessary to create a matrix showing a correlation between the original drawing list and the list of actual drawing created. This matrix can be viewed as Attachment B.

I would appreciate the opportunity to discuss the subject of this memo in greater detail if the City has any questions.

Sincerely,

Richard A. Sample, P.E.

Attachments:

Attachment A - RSE Additional Services Fee proposal data sheets
Attachment B - Drawing Correlation Matrix Schedule

ATTACHMENT A

**ELECTRICAL ENGINEERING FEE PROPOSAL DATA SHEET
ADDITIONAL DESIGN SERVICES**

PROJECT: WWTP-Phase 2 Upgrade
OWNER: CITY OF GIG HARBOR
ESTIMATE BY: RICHARD SAMPLE, JON MATHISON

DATE: 10/10/14
JOB NO: 1304

NO	DESCRIPTION OF SERVICES	BILLING RATE				COST IN \$		
		Elec hours		I&C hours		Elec	I&C	TOTAL
		ENGR	DRAFT	ENGR	DRAFT			
	DESIGN DEVELOPMENT							
a	Review of existing documents				-	-	-	
b	Coordination with City representative, Design team				-	-	-	
c	On-site meeting with Owner & Design team (RSE,AIA)				-	-	-	
d	Coordination with Power & Telephone Utilities	6		4	-	840	520	
e	Coordination with equipment manufacturers / suppliers	6		4	-	840	520	
f	Remote Access Stakeholder meeting					-	-	
g	Remote Access Coordination					-	-	
h	Reporting System Coordination (AllMax, OP10, Anterra)					-	-	
i	Operations Building Energy calculations	8			-	1,120	-	
j	Plant Power Load calculations	4			-	560	-	
k	Drawing Development (see drawing schedule)	99	142	108	126	26,640	25,380	
l	Specification - (see specification schedule)	22		26	-	3,080	3,380	
m	Review Selected Mechanical Equipment Specifications					-	-	
n	Construction cost estimate at 60% & 90% design	8		6	-	1,120	780	
o	Submittals at 30%, 60% and 90% design	8	8	-		1,840	-	
p	Quality review, multidiscipline review	16	8	12	-	2,960	1,560	
q	Respond to City & agency review comments	8			-	1,120	-	
r	Bid submittal - Drawings and specification	6	6	4	2	1,380	700	
s	Pre-bid conference support by phone					-	-	
t	Bid support by phone, addendum issue	4			-	560	-	
	Administration expenses @ 10% of AIA expenses					3,284	3,284	
	DESIGN DEVELOPMENT TOTALS	195	164	164	128	45,344	32,840	

ATTACHMENT A

ELECTRICAL ENGINEERING FEE PROPOSAL DATA SHEET						
ADDITIONAL DESIGN SERVICES						
PROJECT: WWTP-Phase 2 Upgrade				DATE: 10/10/14		
DESIGN DEVELOPMENT- LIST OF DRAWINGS				JOB NO: 1304		
DRWG. NO.	DESCRIPTION OF DRAWING	DRWG.	Elec HRS		I&C HRS	
		SCALE	ENGR	DRAFT	ENGR	DRAFT
LAB / OPERATIONS BUILDING PROJECT						
E1	Legend, Drawing List, Light Fixture Sched		0	0		
E2	Electrical Area Site Plan, Partial Plans		0	0		
E3	Basement Lighting Plan, Notes		0	0		
E4	Basement Power / Signal Plan, Notes		0	0		
E5	Main Floor Lighting Plan		0	0		
E6	Main Floor Power & Signal Plan		0	0		
E7	Attic Lighting / Power Plan & Elevations		0	0		
E8	Enlarged Laboratory Plan, Notes		0	0		
E9	Enlarged Electrical / Mech Room Plans		0	0		
E10	Miscellaneous Details, Notes		0	0		
E11	Power One-Line Diagram, Panel Schedule		0	0		
E12	Signal One-Line Diagram, Notes		0	0		
E13	SCADA, Computer, Comm 1-Line Diagram		0	0		
E14	Power / Signal Utilities Demo Site Plan		0	0		
E15	Power Utility Demolition One-line Diagram		0	0		
E16	Signal Utility Demolition One-line Diagram		0	0		
E17	PCP300 Modification - I&C diagrams				0	0
MECHANICAL PACKAGE PROJECT						
E1	Overall reference site plan, Drawing List		1	4		
E2	Legend, Electrical Equipment Schedules		3	3		
E3	Headorks Building Power & Signal Partial Plan, Elevation, Notes		0	0		
E4	Headworks Power & Signal One-Line Diagram, Notes		0	0		
E5	Shop Area Overal Plan, Partial Mezanine Level Plan, Pwr 1-line diag		2	11		
E6	Odor Scrubber, Chem Feed Shed, Vactor Area Plan, Elev, Notes		4	8		
E7	Blower Building Plan, Notes		4	17		
E8	Effluent/Utility Water Pumping, U.V. Disinfect Bldg Flr Plan, Notes		3	16		
E9	Effluent/Utility Water Pumping, U.V. Disinfect Bldg Ceil Plan, Notes		6	11		
E10	Blower Building & Utility Water Pumping Elevations		4	10		
E11a	Odor Scrubber/ Effluent & Utility Pump / UV Disinf Pwr 1-Line Diag		10	13		
E11b	Odor Scrubber/ Effl & Utility Pump / UV Disinf Pwr 1-Line Diag Notes		4	0		
E12	Odor Scrubber/ Eff & Utility Pump / UV Disinf Pwr 1-Line Diag Notes		10	9		
E13	Odor Scrubber/ Effluent & Utility Pump/UV Disinf Signal 1-Line Diag		2	9		
E14	Digester Basin Plan, Notes		4	9		
E15	Digester Basin Elevation, Details		2	1		
E16	Clarifier No. 1,2 & 3 Plan, Elevations, Detail, Notes		1	2		
E17	Clarifier No. 1 & 3 One-line diagram, C&C Schedule, Notes		6	1		
E18	Inplant Drain Pump Station Plan, Elevation, Section, Notes		2	2		
E19	Pump-Electrical Bldg Electrical Room Plan, Elev, Details, Notes		1	1		
E20	Inplant Drain Pump Station Power & Signal One-line Diag, Notes		11	1		

ATTACHMENT A

**ELECTRICAL ENGINEERING FEE PROPOSAL DATA SHEET
ADDITIONAL DESIGN SERVICES**

PROJECT: WWTP-Phase 2 Upgrade
DESIGN DEVELOPMENT - LIST OF SPECIFICATIONS

DATE: 10/10/14
JOB NO: 1304

SPEC. NO.	SPECIFICATION SECTION TITLE	EXIST	Developed	HOURS	
		NEW	By	Elec	I&C
LAB / OPERATIONS BUILDING PROJECT					
260100	Electrical General	E	RSE	0	
260519	Conductors	E	RSE	0	
260533	Conduits and raceways	E	RSE	0	
262213	Low Voltage Distribution Transformers	E	RSE	0	
262416	Panelboards	E	RSE	0	
262726	Wiring Devices	E	RSE	0	
265100	Interior & Exterior Lighting	E	RSE	0	
270513	Telephone Service Modifications	E	RSE	0	
Appendix	Conduit & Cable Schedules (2)	N	RSE	0	
409513	PCP300 Modifications	E/N	AIA	0	
409615	PCP-300 IO List	E/N	AIA	0	
MECHANICAL PACKAGE PROJECT					
260100	Electrical General	E	RSE	0	
260519	Conductors	E	RSE	0	
260533	Conduits and raceways	E	RSE	0	
262416	Panelboards modifications	E	RSE	0	
262419	Motor Control Equipment	E	RSE	0	
262726	Wiring Devices	E	RSE	0	
262923	Variable Frequency Drive Equipment	E	RSE	2	
265100	Interior & Exterior Lighting	E	RSE	0	
Appendix	Conduit & Cable Schedules (2)	N	RSE	6	
	Sequence of Construction	N	RSE	6	
	Utility Water System Pack Control Panel	N	RSE	8	4
409100.00	Instrumentation Spec	E/N	AIA		4
409513.13	LCP-190 IPPS Specification	N	AIA		0
409513.14	LCP-191_192 IPPS HOA Specifications	N	AIA		0
409513.15	LCP-720 Effluent Wetwell Specification	N	AIA		8
409513.23	PCP-100 Modifications Mech	E/N	AIA		0
409513.24	PCP-200 Modifications Mech	E/N	AIA		0
409513.25	PCP-300 Modifications Mech	E/N	AIA		0
409513.30	PCP-300 Modifications Lab Operations	E/N	AIA		0
409610.00	Remote Access Server	N	AIA		0
409615.00	IO Lists Mech	E/N	AIA		6
409615.00	IO Lists Lab Operations	E	AIA		0
409620.00	Instrument List	E/N	AIA		4
409635.00	Description of Operations	E/N	AIA		0
409640.00	Reporting Systems	N	AIA		0
TOTALS				22	26

Attachment B - Drawing Correlation Schedule

GIG HARBOR WWTP PHASE 2 RENOVATION
LAB / OPERATIONS BUILDING PROJECT DESIGN

Date: 10/10/14
J.O. 1305

DRWG. NO.	DESCRIPTION OF FINAL DRAWING	Equivalent Original Contract Drawing	Engr Co.	Note No.
E1	Legend, Drawing List, Light Fixture Sched	Not included - covered by Constr Service contract - Add services	RSE	1
E2	Electrical Area Site Plan, Partial Plans	Not included - covered by Constr Service contract - Add services	RSE	1
E3	Basement Lighting Plan, Notes	Not included - covered by Constr Service contract - Add services	RSE	1
E4	Basement Power / Signal Plan, Notes	Not included - covered by Constr Service contract - Add services	RSE	1
E5	Main Floor Lighting Plan	E5 - Operations Building Ceiling Electrical Plan West, Notes	RSE	2
E6	Main Floor Power & Signal Plan	E7 - Operations Building Electrical Plan West, Notes	RSE	2
E7	Attic Lighting / Power Plan & Elevations	Not included	RSE	1
E8	Enlarged Laboratory Plan, Notes	E9 - Expanded Laboratory Electrical Plan, Notes	RSE	3
E9	Enlarged Electrical / Mech Room Plans	Not included	RSE	1
E10	Miscellaneous Details, Notes	E10 - Parking Area Lighting Plan, Miscellaneous Details	RSE	3
E11	Power One-Line Diagram, Panel Schedule	E6 - Operations Building Ceiling Electrical Plan East, Notes	RSE	2
E12	Signal One-Line Diagram, Notes	E8 - Operations Building Electrical Plan East, Notes	RSE	2
E13	SCADA, Computer, Comm 1-Line Diagram	Not included	RSE	1
E14	Power / Signal Utilities Demo Site Plan	ED1 - Demo-Temporary Lab Bldg., Part Power & Tel. 1-Line Diag	RSE	3
E15	Power Utility Demolition One-line Diagram	Not included	RSE	1
E16	Signal Utility Demolition One-line Diagram	Not included	RSE	1
E17	PCP300 Modification - I&C diagrams	Not included	AIA	1

Notes

1. Original contract did not include hours for this drawing
2. Original contract budget applied toward portion of final drawing
3. Original contract budget covered final drawing

Attachment B - Drawing Correlation Schedule

GIG HARBOR WWTP PHASE 2 RENOVATION
MECHANICAL PACKAGE PROJECT DESIGN

Date: 10/10/14
J.O. 1305

DRWG. NO.	DESCRIPTION OF FINAL DRAWING	Equivalent Original Contract Drawing	Engr Co.	Note No.
E1	Overall reference site plan, Drawing List	E1, E4 - Overall Electrical Ref/Site Plan, Drawing List	RSE	4
E2	Legend, Electrical Equipment Schedules	E2,E3 - Legend, Electrical Equip List, Equip Schedules	RSE	4
E3	Headworks Building Power & Signal Partial Plan, Elevation, Notes	E19 - Headworks Building Plan & Elevation	RSE	3
E4	Headworks Power & Signal One-Line Diagram, Notes	E24,E28 - Pwr/Sign 1-line Diag - Hdwrks, Thick, Op Bldgs	RSE	3
E5	Shop Area Overall Plan, Partial Mezanine Level Plan, Pwr 1-line diag	E18, E23 - Shop Building Plans, Details, One-line diagram	RSE	2
E6	Odor Scrubber, Chem Feed Shed, Vactor Area Plan, Elev, Notes	E12 - Blower Building Elevations and Details	RSE	2
E7	Blower Building Plan, Notes	E11 - Blower Building & Odor Blower Area Plans, Notes	RSE	2
E8	Effluent/Utility Water Pumping, U.V. Disinfect Bldg Flr Plan, Notes	E13 - Effluent/Utility Water Pump, U.V. Disinf Bldg Plan	RSE	2
E9	Effluent/Utility Water Pumping, U.V. Disinfect Bldg Ceil Plan, Notes	Not included	RSE	1
E10	Blower Building & Utility Water Pumping Elevations	E14 - Water Pumping, U.V. Disinfect Bldg Section, Details	RSE	2
E11a	Odor Scrubber/ Effluent & Utility Pump / UV Disinf Pwr 1-Line Diag	E22 - Pwr One-line Diag - Blower, Water Pump/U.V, Basins	RSE	2
E11b	Odor Scrubber/ Eff & Utility Pump / UV Disinf Pwr 1-Line Diag Notes	E20,25,26 - Pwr/Sign overall plant 1-line Diag, panel sched	RSE	2
E12	Odor Scrubber/ Effluent & Utility Pump/UV Disinf Signal 1-Line Diag	E27 - Sig One-line Diag - Blower, Water Pump/U.V, Basins	RSE	2
E13	Digester Basin Plan, Notes	E15 - Digester Basin Plan, Notes	RSE	2
E14	Digester Basin Elevation, Details	E16 - Digester Basin Elevations, Details	RSE	2
E15	Clarifier No. 1,2 & 3 Plan, Elevations, Detail, Notes	E17 - Clarifier No. 3 Plan, Details	RSE	2
E16	Clarifier No. 1 & 3 One-line diagram, C&C Schedule, Notes	E21 - Pwr 1-line Diag - Elect/Pump Bldg, Clarif, Inplant PS	RSE	2
E17	Inplant Drain Pump Station - Partial Site Plan, C&C Sched	E29 - Inplant Drain Pump Station - Plan, Elevations, Details	RSE	2
E18	Inplant Drain Pump Station Plan, Elevation, Section, Notes	Not included - covered by Constr Service contract - Add services	RSE	1
E19	Pump-Electrical Bldg Electrical Room Plan, Elev, Details, Notes	Not included - covered by Constr Service contract - Add services	RSE	1
E20	Inplant Drain Pump Station Power & Signal One-line Diag, Notes	E30,31,32 - Pwr/Sign 1-line Diag,MCC-1 Elev, Inplant PS	RSE	2
E21	Inplant Drain Pump Station Supplemental Signal Diag, Notes	Not included	RSE	1
E22	Sludge Pump Partial Plan, Elevation, One-line Diag, Notes	Not included	RSE	1
E23	Blower Building Demolition Plan, Notes	ED2 - Demolition-Blower & Effluent Pump Area Plan	RSE	2
E24	Digester Basin & Effluent Pumping Area Demolition Plan, Notes	ED3 - Demolition-Digester Basins & Clarif No.3 Plans	RSE	2
E25	Digester Basin & Effluent Pumping Area Demo 1-line Diag, Notes	ED4 - Demo-Eff Pump, Digest, Clarif Pwr 1-Line Diag.	RSE	2
E26	Clarifier Nos. 1,2 & 3 Demolition Plan, Notes	ED3 - Demolition-Digester Basins & Clarif No.3 Plans	RSE	2
E27	Utility Water Pumping Demolition Plan, One-line Diag, Notes	Not included	RSE	1

DRWG. NO.	DESCRIPTION OF FINAL DRAWING	Equivalent Original Contract Drawing	Orig	Note
			ENGR	No.
EIC1	Elevation - LCP-190 IPPS	Not included - covered by Constr Service contract - Add services	AIA	1
EIC2	Elevation - LCP-191 IPPS Pump #1	Not included - covered by Constr Service contract - Add services	AIA	1
EIC3	Elevation - LCP-192 IPPS Pump #2	Not included - covered by Constr Service contract - Add services	AIA	1
EIC4	Wiring - LCP-190 IPPS	Not included - covered by Constr Service contract - Add services	AIA	1
EIC5	Wiring - MCC-191 IPPS Pump #1	Not included - covered by Constr Service contract - Add services	AIA	1
EIC6	Wiring - MCC-192 IPPS Pump #2	Not included - covered by Constr Service contract - Add services	AIA	1
EIC7	Wiring - Instrumentations #1 (Flowmeter & Pressure Transducer)	EIC1 - I&C-Detailed Wir Diag -Sht 1 (intr, samp, finesc, UV)	AIA	2
EIC8	Wiring - Instrumentations #2 (Basin & Effluent Transducer)	EIC1 - I&C-Detailed Wir Diag -Sht 1 (intr, samp, finesc, UV)	AIA	3
EIC9	Elevation - LCP-720 Effluent Pumping	EIC2 - I&C-Detailed Wir Diag -Sht 2 (Effluent pump, chem)	AIA	2
EIC10	Wiring - LCP-720 Effluent WetWell	EIC2 - I&C-Detailed Wir Diag -Sht 2 (Effluent pump, chem)	AIA	2
EIC11	Wiring - MCP-721 Effluent Pump #1	EIC2 - I&C-Detailed Wir Diag -Sht 2 (Effluent pump, chem)	AIA	2
EIC12	Wiring - MCP-722 Effluent Pump #2	EIC2 - I&C-Detailed Wir Diag -Sht 2 (Effluent pump, chem)	AIA	2
EIC13	Wiring - P-492 Sludge Feed Pump #2	EIC3 - I&C-Detailed Wir Diag -Sht 3 (Digester pump, LIT)	AIA	2
EIC14	Wiring - BL-951 Digester Odor Fan	EIC5 - I&C-Detailed Wir Diag -Sht 5 (starter chem feed pmp)	AIA	2
EIC15	Wiring - BL-521 UV Building Ventilation Fan	EIC4 - I&C-Detailed Wir Diag -Sht 4 (Effluent pump, chem)	AIA	2
EIC16	Wiring - Instrumentation #3 (Hypo, Caustic), P991, Odor System	Not included	AIA	1
EIC17	Wiring - UV, Sampler, UV Bldg., Finescreen	Not included	AIA	1
PID1	Legend	PID1 - Instrument & Control - Legend	AIA	3
PID2	Communication Block Diagram	PID2 - Instrument & Control - Communication Block Diag	AIA	3
PID3	Piping & Instrumentation - Pumpstation 2A & 3A	PID3 - I&C-Piping & Instrumentation -Sht 1	AIA	3
PID4	Piping & Instrumentation - Headworks	PID4 - I&C-Piping & Instrumentation -Sht 2	AIA	3
PID5	Piping & Instrumentation - Anoxic Basins & D Box "B"	PID5 - I&C-Piping & Instrumentation -Sht 3	AIA	3
PID6	Piping & Instrumentation - Aeration Basins & MLR Pumps	PID6 - I&C-Piping & Instrumentation -Sht 4	AIA	3
PID7	Piping & Instrumentation - Aeration Basins & MLR Pumps	PID7 - I&C-Piping & Instrumentation -Sht 5	AIA	3
PID8	Piping & Instrumentation - Secondary Clarifiers 1 & 4	PID8 - I&C-Piping & Instrumentation -Sht 6	AIA	2
PID9	Piping & Instrumentation - Secondary Clarifiers 2 & 3	PID9 - I&C-Piping & Instrumentation -Sht 7	AIA	2
PID10	Piping & Instrumentation - Sludge Pumps	PID10 - I&C-Piping & Instrumentation -Sht 8	AIA	3
PID11	Piping & Instrumentation - Ultraviolet Disinfection & Effluent	PID11 - I&C-Piping & Instrumentation -Sht 9	AIA	3
PID12	Piping & Instrumentation - Digester	PID12 - I&C-Piping & Instrumentation -Sht 10	AIA	2
PID13	Piping & Instrumentation - Dewatering & Solids Handling	PID13 - I&C-Piping & Instrumentation -Sht 11	AIA	3
PID14	Piping & Instrumentation - Aeration, Digester & Standby Blowers	PID14 - I&C-Piping & Instrumentation -Sht 12	AIA	3
PID15	Piping & Instrumentation - IPPS	PID15 - I&C-Piping & Instrumentation -Sht 13	AIA	3
PID16	Piping & Instrumentation - UV building	PID16 - I&C-Piping & Instrumentation -Sht 14	AIA	3

DRWG. NO.	DESCRIPTION OF FINAL DRAWING	Equivilant Original Contract Drawing	Orig	Note
			ENGR	No.
PID17	Piping & Instrumentation - Utility Water & Effluent Pumpstation	Not included	AIA	1
PID18	Piping & Instrumentation - Thickener Systems & Solids Handling	Not included	AIA	1
PID19	Piping & Instrumentation - Utility Water Hypo Disinfection	Not included	AIA	1
E21	Inplant Drain Pump Station Supplemental Signal Diag, Notes	Not included	AIA	1

Notes

1. Original contract did not included hours for this drawing
2. Original contract budget applied toward portion of final drawing
3. Original contract budget covered final drawing
1. Portion or all of original contract budget for this drawing used in Lab/Operations building project

Attachment B - Specification Section Correlation Schedule

GIG HARBOR WWTP PHASE 2 RENOVATION
LAB / OPERATIONS BUILDING PROJECT DESIGN

Date: 10/10/14
J.O. 1305

SPEC. NO.	DESCRIPTION OF FINAL SPECIFICATION	Equivalent Original Contract Specification	Engr Co.	Note No.
260100	Electrical General	16010 - General	RSE	1
260519	Conductors	16120 - Wire and Cable	RSE	1
260533	Conduits and raceways	16110 - Raceways	RSE	1
262213	Low Voltage Distribution Transformers	16460 - Transformers	RSE	1
262416	Panelboards	16471 - Panelboards	RSE	1
262726	Wiring Devices	16140 - Wiring Devices	RSE	1
265100	Interior & Exterior Lighting	16500 - Lighting	RSE	1
270513	Telephone Service Modifications	Not included	RSE	2
	Not used	16400 - Temp Lab Bldg Power Utility Serv Removal	AIA	3
Appendix	Conduit & Cable Schedules (2)	Appendix - Power & Signal Conduit & Cable Sched	AIA	1
409513	PCP300 Modifications	16933 - Plant Control Panel (PCP-300) Modifications	AIA	1
409615	PCP-300 IO List	Appendix - Modify existing Instrument List	AIA	1
	Not used	Relocation of HMI from Temporary Lab to Oper Bldg	AIA	3

Notes

1. Portion or all of original contract budget for this section used in Lab/Operations building project
2. Original contract did not include hours for this section
3. Original contract budget for this section applied to new sections

Attachment B - Specification Section Correlation Schedule

GIG HARBOR WWTP PHASE 2 RENOVATION
MECHANICAL PACKAGE PROJECT DESIGN

Date: 10/10/14
J.O. 1305

SPEC. NO.	DESCRIPTION OF FINAL SPECIFICATION	Equivilant Original Contract Specification	Engr Co.	Note No.
260100	Electrical General	16010 - General	RSE	1
260519	Conductors	16120 - Wire and Cable	RSE	1
260533	Conduits and raceways	16110 - Raceways	RSE	1
262416	Panelboards modifications	16471 - Panelboards	RSE	1
262419	Motor Control Equipment	16920 - Motor Control Center (MCC) Equip Modif	RSE	
262726	Wiring Devices	16140 - Wiring Devices	RSE	1
262923	Variable Frequency Drive Equipment	16921 - Variable Frequency Drive (VFD) Equipment	RSE	
265100	Interior & Exterior Lighting	16500 - Lighting	RSE	1
Appendix	Conduit & Cable Schedules (2)	Appendix - Power & Signal Conduit & Cable Sched	RSE	1
	Sequence of Construction Section _____	Not included	RSE	2
	Utility Water System Pack Control Panel Section _____	Not included	RSE	2
409513.13	LCP-190 IPPS Spec V03b	Not included - covered by Constr Service contr - Add serv	AIA	2
409513.14	LCP-191_192 IPPS HOA Spec V02b	Not included - covered by Constr Service contr - Add serv	AIA	2
409513.15	LCP-720 Effluent Wetwell Spec V01	Not included	AIA	2
409513.23	PCP-100 Existing Plant Control Panel Mod Mech V2	16931 - Plant Control Panel (PCP-100) Modifications	AIA	
409513.24	PCP-200 Existing Plant Control Panel Mod Mech V2	16932 - Plant Control Panel (PCP-200) Modifications	AIA	
409513.25	PCP-300 Existing Plant Control Panel Mod Mech V2	16933 - Plant Control Panel (PCP-300) Modifications	AIA	1
409615.00	IO Lists Mech in Doc Format V1a	Appendix - Modify existing IO List	AIA	
409620.00	Instrument List	Appendix - Modify existing Instrument List	AIA	1

Notes

1. Portion or all of original contract budget for this section used in Lab/Operations building project
2. Original contract did not included hours for this section
3. Original contract budget for this section applied to new sections

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

THIS FIRST AMENDMENT is made to that certain Consultant Services Contract dated July 10, 2013 (the "Agreement"), by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Parametrix, Inc., a corporation organized under the laws of the State of Washington (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in completing the Wastewater Treatment Plant Phase 2 Design Review and Bidding Assistance Services Project and desires to extend consultation services in connection with the project; and

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

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

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

Section 2. Compensation. Section 2(A) of the Agreement is amended to increase compensation to the Consultant for the work to be performed as described in **Exhibit A** in an amount not to exceed Sixty Thousand Seven Hundred Forty Five Dollars and Fifty Cents (\$60,745.50), as shown in **Exhibit B**, attached to this Amendment and incorporated herein.

Section 3. Duration of Work. Section 4 of the Agreement is amended to extend the duration of this Agreement to March 1, 2016.

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

IN WITNESS WHEREOF, the parties have executed this Amendment on this _____ day of _____, 20__.

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its Principal

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

AMENDMENT 1
SCOPE OF WORK

City of Gig Harbor
Wastewater Treatment Phase 2 Facility Design Review and Assistance

INTRODUCTION

Amendment 1 modifies the budget to Parametrix's original scope and an added task for design review and assistance (Task 3). Parametrix (PMX) will continue to facilitate the work as an extension of the CITY's staff. The work elements are on a time and materials cost structure in support of permitting, design, bid documents, resolution on behalf of the City of design and permitting issues that could adversely affect the project schedule and costs. This amendment and revised budget allows PMX to continue to support the CITY through design completion and bidding assistance.

The original scope and budget was based on the assumption that the project would be designed and bid as a complete package. Half way through design it was decided that there would be benefit to separating the Lab/Operations Building and the Mechanical upgrades to the treatment plant. The design team schedule was extend for the project to go out to bid by mid-August. At that point in time PMX felt that our current budget could bridge the gap to August 2014. As the project advanced and the design packages were delivered, the CITY requested that we have Parametrix Engineering team do a cursory review of Cosmopolitan's plans. Following the reviews of Cosmopolitan's 60 and 90 percent submittal packages it was determined that the submittals were incomplete and needed to be revised for both the Lab/Ops Building and Mechanical packages. PMX has made every effort to extend our current budget even with adding Engineering review which was not accounted for in our original budget. These efforts, and the continued extensions of time for the mechanical design package has depleted PMX's budget. This amendment will allow PMX staff to continue to facilitate the work as an extension of the CITY's staff and add a task and budget for engineering review of the 100 percent draft mechanical submittal of the drawings and specification, yet to be provided by Cosmopolitan Engineering services.

TASK 01 – PROJECT MANAGEMENT SERVICES / BIDDING ASSISTANCE

The original budget for this task was \$104,882 including expenses. Design and bidding support was originally to be completed by March 1, 2014. Parametrix's project management team will continue to provide coordination between the CITY staff, CITY officials, permitting agencies, funding agencies, subconsultants, and the design team members. Parametrix will continue to provide all the services agreed upon in the original scope from June 2013. Additional funds for this task in the amount of \$33,085.50 will be needed to extend PMX efforts to complete the design and bidding process as stated in the approved scope of service with in our current contract (this includes budget for the new Task 3 below).

TASK 3 – ENGINEERING REVIEW

Engineering review was not originally budgeted, but as the project advanced and it was discovered that the quality of the design deliverable was less than expected. The City requested that Parametrix Engineering staff do a cursory review with comments of Cosmopolitan's deliverables. As this was not accounted for in the original budget it has been added this task to account for the effort.

SCOPE OF WORK (continued)

Under this task the Parametrix engineering team will be reviewing the DRAFT 100% submittal of the drawings looking for correlation coordination between the disciplines and will note any issue that we see for bid ability. All issues may not be discovered during this review.

The exclusions to this review are as follows:

- Parametrix is not and has not reviewed drawings for any code or regulatory requirements.
- Parametrix is not validating the treatment process.
- Parametrix is not reviewing structural process or calculations.

The design of this project is the sole responsibility of the signing licensed professional engineer.

TASK 4 – MANAGEMENT RESERVE FUND

Contingency work and the use of the Management Reserve Funds (MRF) will be at the direction of the CITY but only to the extent of the available funds. Contingency work may include work items listed above as excluded work and/or additional work due to project delays or contract extensions. Contingency work done by PARAMETRIX will be done at the same rates and costs approved for this project.

Client: City of Gig Harbor
 Project: GH WWTP Phase 2

EXHIBIT B

Project No: 12-0773		James R. Dugan	Shannon D. Thompson	Shannon E. Ihlen	Michael Lubovich	Ray Nickel	Corp Finance Project Accountant	Puyallup Word-processing
PMX Amended Budget Dated: November 18,2014		Sr Consultant	Sr Construction Mgr.	Sr Project Control Specialist	Engineer IV	Sr. Consultant	Corp Finance Project Accountant	Puyallup Word-processing
		\$155.00	\$145.00	\$95.00	\$130.00	\$180.00	\$95.00	\$80.00

Phase	Task	Description	Labor Dollars	Labor Hours	Expenses						
01		Design Project Management	\$44,070.00		\$2,203.50						
	01	PM Services	\$35,750.00	277	\$1,787.50	8	180	80		6	3
	02	Bidding Assistance	\$8,320.00	67	\$416.00		40	20		4	3
03		PMX Engineering Design Review	\$6,640.00		\$332.00						
		Review and provide comments to Draft 100% plans	\$6,640.00	48	\$332.00			40	8		
04		Management Reserve Fund			\$7,500.00						
Totals:			\$50,710.00		\$10,035.50	8	220	100	40	8	10
Project Totals:				\$60,745.50		\$1,240.00	\$31,900.00	\$9,500.00	\$5,200.00	\$1,440.00	\$950.00
											\$480.00

Amendment 1 - Design Services Extension	\$53,245.50
Labor	\$50,710.00
Expenses	\$2,535.50
Management Reserve	\$7,500.00
Grand Total	\$60,745.50

Assumptions:

As described in the Parametrix Scope of Work, all Parametrix work (Design Phase) is time and material. The hours indicated above reflect a mutual agreement of labor hours estimate per task and per person. If the work required is in excess of the hours indicated, a Contract Amendment for additional hours will be required.

Basis of Estimate:

- (1) Design Phase/bidding Extension is based on Approximately 5 Months = 22 Weeks.
- (2) Shannon Thompson at 10 hours a week = 220 hours
- (3) Shannon Ihlen at 5 hours a week = 110 hours, Steve Misiurak reduced hours from the assumed 5 hours a week to 4 hours a week = 88 hours
- (4) Jim Dugan at 2 hours per month = 10 hours. Steve Misiurak reduced hours from the assumed 2 hours a month to 1 hour a month = 5 hours
- (5) Expenses are Estimated at 5% of Labor for misc. project expenses (i.e., mileage, printing).
- (6) Management reserve is used at the City's Discretion and only following City Approval.

**SECOND AMENDMENT
TO
CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
COSMOPOLITAN ENGINEERING GROUP**

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

RECITALS

WHEREAS, the City is presently engaged in completing the Wastewater Treatment Plant Phase 2 Design Services Project and desires to extend consultation services in connection with the project; and

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

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

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

Section 2. Compensation. Section 2(A) of the Agreement is amended to increase compensation to the Consultant for the work to be performed as described in **Exhibit A** in an amount not to exceed Ninety Six Thousand Six Hundred Thirty Four Dollars and Seventy Five Cents (\$96,634.75), as shown in **Exhibit B**, attached to this Amendment and incorporated herein.

Section 3. Duration of Work. Section 4 of the Agreement is amended to extend the duration of this Agreement to March 1, 2016.

Section 4. Claims Waived. Consultant, on its own behalf and on behalf of its insurers, assigns, affiliates, principals, owners, directors, officers, employees, agents, subcontractors, attorneys, representatives and related entities or persons, hereby releases, waives, acquits, discharges and dismisses, with prejudice, each and every demand, claim, liability, cause of action, setoff and subrogation on account thereof, which Consultant has or may have against the City and all officials, elected or appointed, officers, agents, directors and employees of the City, whether asserted or unasserted, whether now known or unknown, arising out of, resulting from or in any way connected with Consultant's request for additional funds set forth in Exhibits A, B and C under the Agreement, except for the obligation of the City to pay the amount specified in Section 2 above to Consultant. See Letter from Cosmopolitan Engineering dated October 15, 2014, **Exhibit C**, attached to this Amendment and incorporated herin.

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

IN WITNESS WHEREOF, the parties have executed this Amendment on this _____ day of _____, 20__.

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its Principal

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A



November 17, 2014

Civil, Environmental,
and Recreational
Consulting

Mr. Steve Misiurak, P.E.
City of Gig Harbor
3510 Grandview St.
Gig Harbor, WA 98335

Re: Gig Harbor WWTP Phase 2 Improvements
Project #GIG.019

Mr. Misiurak:

This letter is in response to your correspondence dated 11/14/17 regarding our request for additional design funds. Following our meeting this morning, Shannon Thompson from PMX, Darrell Winans from the City, and I met to resolve this issue. As part of this meeting, we had a series of conference calls with the affected sub-consultants, discussed the various design and scope issues, and came to resolution on each of them. The financial outcome of these resolutions are summarized as follows:

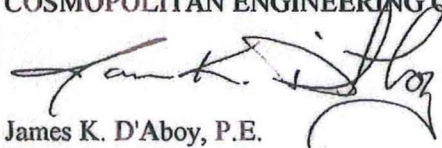
H.R. Esvelt Engineering	\$13,550.00
Structural Research Company	\$18,633.33
Richard Sample Engineering	<u>\$64,451.41</u>
Total, Additional Fee Request	\$96,634.75

The breakdown of the negotiated amounts are included in the attached spreadsheet, with the original City description and offer in black, and the negotiated settlement amounts and corresponding reasons shown in red.

Please contact me with any questions, or if you need additional information. I am available at your convenience to further discuss this matter.

Very truly yours,

COSMOPOLITAN ENGINEERING GROUP, INC.


James K. D'Aboy, P.E.

Enclosures

P.O. Box 1678
Tacoma, WA
98401-1678
(253) 272-7220
Fax: (253) 272-7250

EXHIBIT B

Company	Claim #	Requested	City Comment	Cities adjusted cost impact
Cosmopolitan Engineering Group	Additional cost to manage subs	Reallocate funds within the contract to cover costs.	The City takes no exception to Cosmopolitan reallocating funds to cover their costs within the existing contract budget to complete the design	\$ -
H.R. Esvelt Engineering	<p>Note 1: Additional budget for splitting the project When asked for additional budget for splitting the contract, HRE did not anticipate the impact since we were only working on the Mechanical portion. However, extra times/costs were incurred when the Lab/Office Building design took longer than anticipated and the structural, electrical, and instrumentation were not available during HRE design (in early summer), resulting in modifications to drawings when these firms did begin design on the Mechanical contract.</p>	\$ 4,040.00	When deciding to split the project into two separate bid packages, the City requested that all impacts including the financial impact be brought forward so an informed decision could be made. Additional costs were requested, evaluated, and approved by the City. No additional costs were requested by H.R.E to move forward. The need to modify drawings due to a lack of coordination with other subs is not added scope or reimbursable by the City. No Additional considerations will be made for this effort.	\$ -
	<p>Note 2 - Clarifier Design Changes Clarifiers #1 and #3 design budget was estimated based upon replacing the entire clarifier mechanism meeting the specifications of the existing Clarifiers #2 and #4 mechanisms. No evaluation of the old clarifiers had been completed on mechanism components that could remain in service when the mechanism specifications and clarifiers drawings were produced. (a) To save budget, City staff evaluation of Clarifier #1 mechanism components found the center column, bridge, drive and influent energy dissipation inlet in adequate condition to provide the service life to match the service life of the new mechanism components. No components in Clarifier #2 were suitable for continued service. The Clarifier #1 mechanism specification was re-written and drawings changed at the direction of City staff. (b) Based upon City's staff ongoing evaluation of all the clarifiers and especially #2 and #4 mechanism wear and life, staff recommended changing the center cage, sweep arms, scum skimmers, and scum trough to stainless steel. Specification were revised to include these stainless steel components. (c) Sand blasting and recoating specifications for the Clarifier #1 components to remain in service was evaluated by HRE and with Tnemic staff input, developed a special coating specification section 09 91 61. (d) City staff requested painting of the interior, outer wall and launder on all 4 clarifiers. This is a change in HRE scope of work. HRE developed special coating specification section 09 91 60.</p>	\$ 8,280.00	The Explanation for these costs were lumped together but divided up into 4 issues labeled a,b,c,d. As it pertains to comments a and d the City acknowledges that the efforts described were not part of the original scope. Item b change was only a request to change the material type and the impact for this type of change in considered minimal. Please provide additional information on how this effected the budget. Item d was part of the original scope. With the information provided, the City offers 1/2 of the requested amount. Following the 11/17/14 conference call with Rick, this amount was increased to 75% of the request, due to increased explanation of effort.	\$ 6,210.00

EXHIBIT B

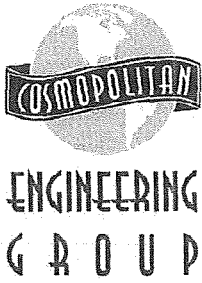
	<p>Note 3a- Digester Covers Digestive Covers, and ducting, odor scrubber and Chemical Building extra work - after getting underway on design of the digestive covers (with existing and proposed OVIVO/ Enviroquip bridge-type digester diffusers), which requires a specific digester cover type to cover all of the odd shaped, small opening and support from each of the different bridge types (custom I-beam bridge for Digester #1, OVIVO tube air piping with diffusers on the outside of air tube and the new OVIVO bridge with diffusers between tubes accessible under special grating). Existing bridges and concrete walkways were to stay in service for access. (a) Aluminum covers (selected for corrosion resistance over aerobic digesters, with concurrence of City staff), with extruded panels, were the most cost effective and could extend all the way across the widest basin without intermediate support(s). However, cover manufacturers would not work with the design team on such a complicated project. The reasons given included: bridges broke up the length, width and number of panels; special features were required to accommodate the panel support from each different type of bridge and required continued access to each drop pipe diffuser (not under the bridge grating for Digester 2) OVIVO indicated they had features for adding to the cover to maintain access to each of these diffusers on the outside of the air tubes, but even after repeated requests, were never provided. One cover manufacture did agree to work up a very rough quote (when pressured by the local representative) if the specifications were changed to include full cover design, manufacture and installation. HRE re-wrote the specification to include these items (Section 46 73 10). This cost estimate was provided and included in the 90% cost estimate. This manufacturer did review the specification when requested, I assume, but provided no comments and would not confirm their cost estimate.</p>	<p>\$ 2,640.00</p>	<p>Agreed</p>	<p>\$ 2,640.00</p>
	<p>Note 3b- Odor scrubber b) Odor Scrubber. The type of odor scrubber was changed from matching existing to packed tower type, since the existing type of odor scrubber with activated carbon could not operate with the high humidity from the digesters. Location of the Odor Scrubber tower and chemical feed fiberglass (FRP) Chemical Building could not be confirmed until after 90% design, waiting for location of the Vector Load out Building and appurtenances. Vector truck access, the building fitting on the site while maintaining dewatered bio solids truck access on the relocated street. This resulted in re-designing layout and modifications to HRE drawings.</p>	<p>\$ 1,880.00</p>	<p>The result of having to redesign the vector load out pad is an issue of coordination between the disciplines. The work is part of the original scope and no further compensation will be given. Following the 11/17/14 conference call with Rick, the requested amount was agreed to based on the additional information provided.</p>	<p>\$ 1,880.00</p>
	<p>Note 3c- Chemical building (UW) (c) The Utility Water (UW) hypochlorite disinfection system's best and most cost effective location was in the odor scrubber FRP Chemical Building. The delivery of 50 gallon drums of chemical was very difficult into and out of a small building (hypochlorite for the odor scrubber oxidation and disinfection for the UW, and sodium hydroxide for pH control in odor scrubber) so City staff determined these should be changed to 405 gallon, refillable drums with double tank spill containment (provided through chemical supplier). Bulk delivery will also save on chemical costs. The resulting changes to the Chemical Building and equipment, required the building to be taken out of the Odor Scrubber manufacturer package and redesigned. Design of building and equipment by design team was required which was not in the scope of work for odor scrubber. Additional HRE design time was required for: 1) resizing and location the FRP building to fit on the a very tight site; 2) re-design installation of the 2 chemical feed pumps provided in the Odor Scrubber package, to meet: chemical feed pump off gas ventilation for drawing from intake above pump level and mounting requirements (mounting pumps on rack supported from floor, since FRP building walls cannot sustain pump weight); 3) additional special coating specification to protect the concrete floor for mounting larger building with no floor, Section 09 91 62; 4) building drain to HRE designed separate sewer to provide constant drainage from the Chemical Building and Odor Scrubber overflow and drain (valves required in the Vector Load out Building drain lines blocking flow not acceptable for odor scrubber drains); and 5) design for relocation of the existing gas line so it does not run under the Vector Load out Building.</p>	<p>\$ 2,820.00</p>	<p>Agreed, the City acknowledges that changes were made that may have required additional effort not anticipated when the project was scoped</p>	<p>\$ 2,820.00</p>
<p>HRE REQUEST</p>		<p>\$ 19,650.00</p>		<p>\$ 19,650.00</p>

EXHIBIT B

Structural Research	1. Increased Complexity of the Project The engineering fee was predicated on an anticipated total project budget in the neighborhood of \$5 million. As we now know, the Lab/Operations portion of the project was slightly over \$2 million, and the 90% Cost Estimate for the Mechanical Plant was about \$5 million for a total project of about \$7 million.	\$ 1,560.00	Agreed	\$ 1,560.00
	2. Additions and Corrections to 3D Model SRC was required to do extensive work on the Phase 1 3D model to account for projects that were done between the completion of the Phase 1 work and the start of the Phase 2 design.	\$ 6,240.00	It's not clear what additional work was required beyond the completion of Phase 1 and 2 that would not of been known at the time the scope and budget was put together. With the information provided. No additional considerations will be made for this effort. Following the 11/17/14 conference call with Greg, the requested amount was agreed to based on the additional "as built" effort required.	\$ 6,240.00
	3. Impact on Mech Plant of Separate Contract Separating out the Lab/Operations Building into a separate project had impacts for which an amendment to the SRC contract has already been made. The unforeseen part was an increase in engineering time required for the design of the Mechanical Plant because of the separation into two projects, including necessary duplication of drawing sheets, specifications, and general organization into a separate project.	\$ 4,320.00	The decision to split the contract was based upon the information provided by the consultants included an additional cost of \$10,000.00 to SRC to split the project in to two. No additional considerations will be made for this effort.	\$ -
	4. Three Iterations of Initial design layout As had happened on all other WWTP SRC has been involved with, the SRC engineering fee assumed the vector truck dewatering and decant facility would be an open-air slab on grade. The requirement for the facility to be much more complex, including a 5-foot push wall with embedded steel plates on three sides, CMU, and a roof required time not negotiated in the original contract. Additionally, the building was sited at least three times, requiring a re-design each time until the current configuration was arrived at. This complexity could not have been foreseen.	\$ 5,200.00	Item 4 has several issues within it. The cost impacts have not been broken out and given the information provided, the City offers 1/3 of the value requested with the following comments: 1) The vector load out pad was always planned to be covered, 2) The City acknowledged that the embedded steel was not considered during the scoping process, and 3) as for the building being sited three times, the multiple iterations for the facility, the City feels is due to a lack of coordination between the consultants and with the City needs.	\$ 1,733.33
	5. Vector truck load out structure complexity SRC did not anticipate being heavily involved in the odor scrubber.	\$ 3,720.00	Not enough information to evaluate. Following the 11/17/14 conference call with Greg, 1/2 of the requested amount was agreed to, based on the additional information provided.	\$ 1,860.00
	6. Chemical feed Bldg. & Odor Scrubber Extra time The Chemical Feed building required three different designs as the vector truck facility became settled.	\$ 3,440.00	Not enough info to evaluate. Multiple design issues because of vector location is not acceptable, since the location was always to be where it was currently located. Following the 11/17/14 conference call with Greg, 1/2 of the requested amount was agreed to, based on the additional information provided.	\$ 1,720.00
	7. UV bldg. changes as equipment selected The UV building required several iterations as the equipment was being selected. Two bridge cranes were required to be able to remove the pumps and motors from the east side while staying below the height restriction required by the zoning. The only solution that allowed the removal of equipment required retaining walls and concrete slabs, which was not foreseen.	\$ 5,520.00	Agreed	\$ 5,520.00
	8. Mezzanine and bridge crane complexity The mezzanine and bridge crane in the shop was much more complex than planned.	\$ 2,520.00	With the information provided. No additional consideration will be made for this effort.	\$ -
	SRC REQUEST	\$ 32,520.00		\$ 26,993.33
RSE	d. Coordination with Power and telephone utilities Coordination with CenturyLink regarding Lab/Operations building IT requirements.	\$ 1,360.00	Agreed	\$ 1,360.00
	e. Coordination with equipment manufacturers/suppliers Coordination with Yaskawa VFD supplier and manufacturer. Odor System Equipment, Chemical Tanks, Fiberglass building supplier, Utility Water Packaged Control System Supplier.	\$ 1,360.00	Agreed	\$ 1,360.00
	i. Operations building energy calculations Effort working with lighting engineer required to bring the Lab/Operations Building lighting design in conformance with NW Energy Code regulations.	\$ 1,120.00	This effort is part of the original scope and budget. With the information provided. No additional considerations will be made for this effort. Following the 11/17/14 conference call with Rich, the requested amount was agreed to, based on the additional information provided.	\$ 1,120.00
	j. Plant power load calculations Developed load calculations separately for both projects.	\$ 560.00	This effort is part of the original scope and budget. With the information provided. No additional considerations will be made for this effort.	\$ -

EXHIBIT B

		\$ 52,020.00	An informed decision on the total impact to RSE can not be made given the information provided. The City acknowledges that some impact may have occurred and offers a settlement of \$26,010.00. Please provide a detailed description of the extra work and how it was different than what was originally scoped. With the current information provided. No additional considerations will be made for this effort. Following the 11/17/14 conference call with Rich, additional information regarding the additional 28 sheets produced was provided, and 92.86% (26 of 28 sheets) of the requested amount was agreed to.	\$ 48,305.77
	K. Drawing development (see drawing schedule) Developed (13) additional drawings by RSE and (15) additional drawings by AIA.			
	I. Specifications (see spec schedule) RSE developed (6) specification sections twice, created C&C schedules twice, created Utility Water Control Panel specification and assisted in Sequence of Construction development which were not included in the original fee estimate. AIA created (6) additional specification sections.	\$ 6,460.00	An informed decision on the total impact to RSE cannot be made given the information provided. The City offers a settlement of \$3,230.00. Please provide a detailed description of the extra work and how it was different than what was originally scoped. Following the 11/17/14 conference call with Rich, additional information was provided with regard to project specifications, and the requested amount agreed to.	\$ 6,460.00
	n. Construction cost estimate at 60% and 90% design Developed two separate cost estimates.	\$ 1,900.00	This effort was part of the original scope and budget. With the information provided. No additional considerations will be made for this effort.	\$ -
	o. Submittals at 30%, 60% and 90% design Total of (5) review submittals rather than the (3) as originally estimated.	\$ 1,840.00	This effort is part of the original scope and budget. With the information provided. No additional considerations will be made for this effort.	\$ -
	p. Quality review, multi-discipline review Two separate review sessions along with (28) additional drawings being reviewed.	\$ 4,520.00	This effort is part of the original scope and budget. With the information provided. No additional considerations will be made for this effort. Following the 11/17/14 conference call with Rich, additional information was provided regarding the additional sheets produced, and the requested amount agreed to.	\$ 4,520.00
	q. Respond to City & Agency review comments Significantly more comments from more reviewers and additional review submittals.	\$ 1,120.00	This effort is part of the original scope and budget. With the information provided. No additional considerations will be made for this effort.	\$ -
	r. Bid submittal - drawings and specs Two bid submittals rather than one.	\$ 2,080.00	When deciding to split the project into two separate bid packages. The City requested that all impacts including the financial impact be brought forward so an informed decision could be made. Additional costs were requested, evaluated and approved by the City. No additional costs were requested by RSE for the split, but a request to be reimbursed for additional services were approved as part of your construction budget. No additional considerations will be made for these efforts.	\$ -
	t. Bid support by phone, addendum issues Two groups of bidding contracts rather than one.	\$ 560.00		\$ -
	Admin expenses @ 5% of AIA expenses	\$ 3,284.00	This will need to be adjusted to agreed impacts follow review of drawing issues. 10% markup reduced to 5%.	\$ 1,325.64
	RSE REQUEST	\$ 78,184.00		\$ 66,816.41
	TOTAL PROJECT REQUESTED	\$ 130,364.00	TOTAL City Approved	\$ 88,841.79



Civil, Environmental,
and Recreational
Consulting

P.O. Box 1678
Tacoma, WA
98401-1678
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Fax: (253) 272-7250

October 15, 2014

Mr. Steve Misiurak, P.E.
City of Gig Harbor
3510 Grandview St.
Gig Harbor, WA 98335

Re: Gig Harbor WWTP Phase 2 Improvements
Project #GIG.019

Mr. Misiurak:

As you know, the design of these Phase 2 Improvements, as well as the equipment we have been designing around, have gone through numerous iterations and design changes. Based on our conference call on Monday, 9/22, the final design of these improvements became clear, with the exception of the digester covers. So, following that conference call, I instructed the design team to document any and all excessive changes in scope and additional services provided at the request of the City throughout the design, along with the associated costs for addressing these issues. Attached are those documents, which are summarized as follows:

H.R. Esvelt Engineering	\$19,660.00
Structural Research Company	\$32,520.00
Richard Sample Engineering	<u>\$78,184.00</u>
Subtotal	\$130,364.00
5% Markup on Subs	<u>\$6,518.00</u>
Total, Additional Fee Request	\$136,882.00

In addition to the fee request for the subs, Cosmopolitan has incurred significant additional expense managing and incorporating these changes in scope and additional services into the contract documents. However, if we are allowed to apply the remaining expense portion of our design budget to cover these cost overruns, we will not need to request additional monies.

Specific areas of excessive changes in scope and requested additional services include structural and process design for the Vactor Load Out Building, the Digester Covers, the Clarifiers, the Chemical Feed Building and Odor Scrubber, as well as the UV Building, plus the required supporting electrical and I/C (instrumentation and control) design. Additionally, there were a number of other areas in the structural, process, electrical and I/C design realms that led to unanticipated increases in effort and cost. Please refer to the attached backup information supplied by the subs for the requested specifics.

As further documentation of the numerous iterations and design changes that have permeated the design of these Phase 2 Improvements, I offer the following comments from the project Meeting Notes:

EXHIBIT C

October 15, 2014
Page 2

1/8/14	Vactor Load Out roof initially figured out, access issues still to be resolved
3/5/14	Vactor Load Out options still being discussed, clarifier issues being discussed
4/3/14	Vactor Load Out discussion continuing
4/30/14	Pre-purchase items being discussed
5/14/14	Clarifier and Fine Screen discussions continuing
6/25/14	Odor Scrubber issues, Process Water and Clarifier Cover issues, Fine Screen Issues
7/16/14	Vactor Load Out issues, UV issues still being discussed
8/27/14	Vactor Load Out issues, Pre-purchase issues
9/17/14	Vactor Load Out issues resolved

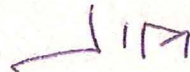
As you can see from the Meeting Notes, discussion and design changes/iterations on the Vactor Load Out Building went on for over 8 months until the site planning issues and design criteria were resolved. While this is indicative of the design process for many project elements, the Meeting Notes just scratch the surface of the ongoing project iterations and design changes, as there were numerous additional iterations throughout the design process on the Shop Mezzanine, Aeration Basins, Digesters, Clarifiers, and other Phase 2 Improvements.

Just to be clear, as you only want to address the digester cover issue a single time, the reason we are requesting additional fees at this time is that I only want to do this once, and until our conference call on Monday, 9/22, the design team was unable to accurately document excessive cost overruns for the design portion of the project.

Please contact me with any questions, or if you need additional information. I am available at your convenience to further discuss this matter.

Very truly yours,

COSMOPOLITAN ENGINEERING GROUP, INC.



James K. D'Aboy, P.E.

Enclosures



EXHIBIT C

H. R. ESVELT ENGINEERING

Environmental Engineering

Cosmopolitan Engineering Group
711 Pacific Avenue
Tacoma, Washington

October 8, 2014

Attention: Jim D'Aboy, P.E.

Reference: Gig Harbor Wastewater Treatment Plant, Phase II Mechanical Design

Subject: H. R. Esvelt Engineering addition budget request for exceeding contract amount

H. R. Esvelt Engineering (HRE) design contract has been exceeded (as per phone conversations and outlined in the 9/15/2014 email) due to a number of work items being added and/or changed from HRE Subcontract Scope of Work. All HRE hours required to complete the project to the 90% design level were performed to the level of design expected by the client for design services in both Phase I and Phase II design. Subcontract Budget Tasks and areas of being over design budget are shown in the following table:

Item	HRE at \$165/hr	CAD Drafting at \$70/hr	Expenses	Subtotal
Sub-Contract Task 1 Management	30 hrs			\$ 4,950
Sub-Contract Task 3 Design	654 hrs	314 hrs	\$ 1,090	\$ 130,980
Sub-Contract Total	684 hrs	314 hrs	\$ 1,090	\$ 135,930
<u>Requested Additional Compensation:</u>				
(1) Extra work from contract split	16 hrs	20 hrs		\$ 4,040
(2) Clarifiers #1 design changes	40 hrs	24 hrs		\$ 8,280
(3) Digesters covering extra work:				
3a Extra design work on covers	16 hrs			\$ 2,640
3b Extra work on odor scrubber	8 hrs	8 hrs		\$ 1,880
3c Chemical Building design	12 hrs	12 hrs		\$ 2,820
<u>Requested Additional Compensation</u>	92 hrs	62 hrs		\$ 19,660
TOTAL Revised Sub-Contract Total	776 hrs	376 hrs	\$ 1,090	\$ 155,590

NOTES:

(1) When asked for additional budget for splitting the contract HRE did not anticipate the impact since we were only working on the Mechanical portion. However, extra times/costs were incurred when the Lab/Office Building design took longer than anticipated and the structural, electrical and instrumentation were not available during HRE design (in early summer), resulting in modifications to drawings when these firms did begin design on the Mechanical contract.

(2) Clarifiers #1 and #3 design budget was estimated based upon replacing the entire clarifier mechanism meeting the specifications of the existing Clarifiers #2 and #4 mechanisms. No

EXHIBIT C

evaluation of the old clarifiers had been completed on mechanism components that could remain in service when the mechanism specifications and clarifiers drawings were produced.

- a) To save budget, City staff evaluation of Clarifier #1 mechanism components found the center column, bridge, drive and influent energy dissipation inlet in adequate condition to provide the service life to match the service life of the new mechanism components. No components in Clarifier #2 were suitable for continued service. The Clarifier #1 mechanism specification was re-written and drawings changed at the direction of City staff.
- b) Based upon City's staff ongoing evaluation of all the clarifiers and especially #2 and #4 mechanism wear and life, staff recommended changing the center cage, sweep arms, scum skimmers and scum trough to stainless steel. Specification were revised to include these stainless steel components.
- c) Sand blasting and recoating specifications for the Clarifier #1 components to remain in service was evaluated by HRE and with Tnemic staff input, developed a special coating specification section 09 91 61.
- d) City staff requested painting of the interior, outer wall and launder on all 4 clarifiers. This is a change in HRE scope of work. HRE developed special coating specification section 09 91 60.

(3) Digester Covers, and ducting, odor scrubber and Chemical Building extra work - after getting underway on design of the digester covers (with existing and proposed OVIVO / Enviroquip bridge-type digester diffusers), which requires a specific digester cover type to cover all of the odd shaped, small opening and support from each of the different bridge types (custom I-beam bridge for Digester #1, OVIVO tube air piping with diffusers on the outside of air tube and the new OVIVO bridge with diffusers between tubes accessible under special grating). Existing bridges and concrete walkways were to stay in service for access.

- a) Aluminum covers (selected for corrosion resistance over aerobic digesters, with concurrence of City staff), with extruded panels, were the most cost effective and could extend all the way across the widest basin without intermediate support(s). However, cover manufacturers would not work with the design team on such a complicated project. The reasons given included: bridges broke up the length, width and number of panels; special features were required to accommodate the panel support from each different type of bridge and required continued access to each drop pipe diffuser (not under the bridge grating for Digester 2). OVIVO indicated they had features for adding to the cover to maintain access to each of these diffusers on the outside of the air tubes, but even after repeated requests, were never provided. One cover manufacture did agree to work up a very rough quote (when pressured by the local representative) if the specifications were changed to include full cover design, manufacture and installation. HRE re-wrote the specification to include these items (Section 46 73 10). This cost estimate was provided and included in the 90% cost estimate. This manufacturer did review the specification

EXHIBIT C

when requested, I assume, but provided no comments and would not confirm their cost estimate.

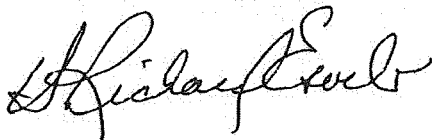
b) Odor Scrubber. The type of odor scrubber was changed from matching existing to packed tower type, since the existing type of odor scrubber with activated carbon could not operate with the high humidity from the digesters. Location of the Odor Scrubber tower and chemical feed fiberglass (FRP) Chemical Building could not be confirmed until after 90% design, waiting for location of the Vactor Loadout Building and appurtenances, Vactor truck access, the building fitting on the site while maintaining dewatered biosolids truck access on the relocated street. This resulted in re-designing layout and modifications to HRE drawings.

c) The Utility Water (UW) hypochlorite disinfection system's best and most cost effective location was in the odor scrubber FRP Chemical Building. The delivery of 50 gallon drums of chemical was very difficult into and out of a small building (hypochlorite for the odor scrubber oxidation and disinfection for the UW, and sodium hydroxide for pH control in odor scrubber) so City staff determined these should be changed to 405 gallon, refillable drums with double tank spill containment (provided through chemical supplier). Bulk delivery will also save on chemical costs. The resulting changes to the Chemical Building and equipment, required the building to be taken out of the Odor Scrubber manufacturer package and redesigned.

Design of building and equipment by design team was required which was not in the scope of work for odor scrubber. Additional HRE design time was required for:

- 1) resizing and location the FRP building to fit on the a very tight site;
- 2) re-design installation of the 2 chemical feed pumps provided in the Odor Scrubber package, to meet: chemical feed pump off gas ventilation for drawing from intake above pump level and mounting requirements (mounting pumps on rack supported from floor, since FRP building walls cannot sustain pump weight);
- 3) additional special coating specification to protect the concrete floor for mounting larger building with no floor, Section 09 91 62;
- 4) building drain to HRE designed separate sewer to provide constant drainage from the Chemical Building and Odor Scrubber overflow and drain (valves required in the Vactor Loadout Building drain lines blocking flow not acceptable for odor scrubber drains); and
- 5) design for relocation of the existing gas line so it does not run under the Vactor Loadout Building.

Thank you
H. R. ESVELT ENGINEERING



H. Richard Esvelt, P.E.

EXHIBIT C

Structural Research Company

Spokane Office
700 West 7th Ave, Suite 806
Spokane, WA 99204
(509) 624-0406

email: srcricewa@gmail.com
cell: 509-710-0735

Rice Office
PO Box 8
Rice, WA 99167
P: (509) 738-4483

MEMO

October 1, 2014

Project: Gig Harbor WWTP, Phase 2 Improvements
Mechanical Plant

To: Jim D'Aboy, PE
Cosmopolitan Engineering Group
711 Pacific Avenue
Tacoma, WA

RE: Additional Engineering Fee Request, Mechanical Plant Design

Jim,

As of today, 9/30/2014, SRC has expended more than the total fee contracted for our work. Since the Design Team has recently turned in the 90% Submittal, much remains to be done.

I have researched SRC records to determine the reason for the overrun. The following reasons appear to be responsible.

1. The engineering fee was predicated on an anticipated total project budget in the neighborhood of \$5 million. As we now know, the Lab/Operations portion of the project was slightly over \$2 million, and the 90% Cost Estimate for the Mechanical Plant was about \$5 million for a total project of about \$7 million.
2. SRC was required to do extensive work on the Phase 1 3D model to account for projects that were done between the completion of the Phase 1 work and the start of the Phase 2 design.
3. Separating out the Lab/Operations Building into a separate project had impacts for which an amendment to the SRC contract has already been made. The unforeseen part was an increase in engineering time required for the design of the Mechanical Plant because of the separation into two projects, including necessary duplication of drawing sheets, specifications, and general organization into a separate project.
4. As had happened on all other WWTP SRC has been involved with, the SRC engineering fee assumed the vector truck dewatering and decant facility would be an open-air slab on grade. The requirement for the facility to be much more complex, including a 5 foot push walls with imbedded steel plates on three sides, CMU, and a roof required time not negotiated in the original contract. Additionally, the building was sited at least three times, requiring a re-design each time until the current configuration was arrived at. This complexity could not have been foreseen.
5. SRC did not anticipate being heavily involved in the odor scrubber.
6. The Chemical Feed building required three different designs as the vector truck facility became settled.
7. The UV building required several iterations as the equipment was being selected. Two bridge cranes were required to be able to remove the pumps and motors from the east side while staying below the height restriction required by the zoning. The only solution that allowed the removal of equipment required retaining walls and concrete slabs, which was not foreseen.
8. The mezzanine and bridge crane in the shop was much more complex than planned.

For the above reasons, SRC is requesting a fee increase of \$32,520.

Gregor D. Edwards, PE, SE, Owner

EXHIBIT C
Fee Increase Request-SRC

Item	Description	Prin	Sr Engr	Drafting
		150	120	70
1	Increased Complexity of Project	4	8	0
2	Additions and Corrections to 3D Model	16	18	24
3	Impact on Mech Plant of Separate Contract	16	16	0
4	Three Iterations of Initial Design Layout	8	24	16
5	Vactor Truck Loadout Structure Complexity	12	16	0
6	Chemical Feed Bldg & Odor Scrubber Extra Time	8	14	8
7	UV Building Changes as Equipment Selected	24	16	0
8	Mezzanine and Bridge Crane Complexity	4	16	0
Total Hours		92	128	48
Sub-Total Fee Request		13,800	15,360	3,360
Total Fee Increase		32,520		

EXHIBIT C



Richard Sample Engineering

1197 Magnolia Ave Redding, CA 96001 (530) 242-1134 Fax (530) 242-1136 email rse@integrity.com

October 10, 2014

Mr. Jim D'Aboy
Cosmopolitan Engineering Group
P.O. Box 1678
Tacoma, WA 98401-1678

**SUBJECT: ELECTRICAL ENGINEERING PROPOSAL FOR GIG HARBOR WWTP PHASE 2
ADDITIONAL DESIGN SERVICES**

Dear Jim,

I am submitting this letter for the purpose of documenting additional services associated with the Wastewater Treatment Plant Phase 2 Design contract. This letter also addresses the scope of services and associated fee for work performed by Advanced Industrial Automation as a sub-consultant to RSE.

As Attachment A, I have presented a description of my additional services by re-submitting the Design Development data sheet used in the base contract with identical line entries. Areas that have not changed are shown blank. Areas that have changed are shown with numerals which represent the amount of additional charges. Within Attachment A, backup drawing and specification pages show actual documents produced.

Areas of additional work considered outside the understood work scope used as basis of design fee are described below. Letters shown are in reference to line items shown on the first page of Attachment A - Additional Design Services backup data schedules.

Description of additional services performed

- d. Coordination with CenturyLink regarding Lab/Operations building IT requirements.
- e. Coordination with Yaskawa VFD supplier & manufacturer, Odor System Equipment, Chemical tanks, Fiberglass building supplier, Utility Water Packaged Control System Supplier.
- i. Effort working with lighting engineer required to bring the Lab/Operations Building lighting design in conformance with NW Energy Code regulations.
- j. Developed load calculations separately for both projects.
- k. Developed (13) additional drawings by RSE and (15) additional drawings by AIA.
- l. RSE developed (6) specification sections twice, created C&C schedules twice, created Utility Water Control Panel specification and assisted in Sequence of Construction development which were not included in the original fee estimate. AIA created (6) additional specification sections.
- n. Developed two separate construction cost estimates.
- o. Total of (5) review submittals rather than (3) as originally estimated.
- p. Two separate review sessions along with (28) additional drawings being reviewed.
- q. Significantly more comments from more reviewers and additional review submittals.
- r. Two bid submittals rather than one.
- s. Two groups of bidding Contractors rather than one.

EXHIBIT C

As indicated in the Attachment A, the majority of the additional charges for Electrical are in the areas of drawing development (67%) and specifications (8%). The main cause of increase in these two areas is primarily the result of a change in approach to document development. As an explanation, the original design contract was based on the intention to modify existing Phase 1 project CADD files by screening back unaffected areas and showing modifications as boldly highlighted. New drawings would be created in areas where nothing existed before, such as the Lab/Operations building and U.V. Disinfection / Utility - Effluent pumping building. Early in the design, it was determined that this method was very difficult and would lead to confusion on the part of the Contractor. The project drawings eventually developed by RSE are all new drawings with plans, elevation, details, Power / Signal One-line diagrams and demolition each being grouped according to major project areas. This method also allowed the project to be segmented into areas which can be bid as alternatives.

The original contract contained a drawing list used for budgeting Engineering and Drafting hours. As this list was completely reconfigured to group drawings according to major areas and the list of drawings was increased by 50%, it became necessary to create a matrix showing a correlation between the original drawing list and the list of actual drawing created. This matrix can be viewed as Attachment B.

I would appreciate the opportunity to discuss the subject of this memo in greater detail if the City has any questions.

Sincerely,

Richard A. Sample, P.E.

Attachments:

Attachment A - RSE Additional Services Fee proposal data sheets
Attachment B - Drawing Correlation Matrix Schedule

EXHIBIT C
ATTACHMENT A

ELECTRICAL ENGINEERING FEE PROPOSAL DATA SHEET
ADDITIONAL DESIGN SERVICES

PROJECT: WWTP-Phase 2 Upgrade
OWNER: CITY OF GIG HARBOR
ESTIMATE BY: RICHARD SAMPLE, JON MATHISON

DATE: 10/10/14
JOB NO: 1304

NO	DESCRIPTION OF SERVICES	BILLING RATE				COST IN \$		
		\$140		\$90		Elec		TOTAL
		ENGR	DRAFT	ENGR	DRAFT	I&C		
	DESIGN DEVELOPMENT							
a	Review of existing documents				-	-	-	-
b	Coordination with City representative, Design team				-	-	-	-
c	On-site meeting with Owner & Design team (RSE,AIA)				-	-	-	-
d	Coordination with Power & Telephone Utilities	6		4		840	520	1,360
e	Coordination with equipment manufacturers / suppliers	6		4		840	520	1,360
f	Remote Access Stakeholder meeting					-	-	-
g	Remote Access Coordination					-	-	-
h	Reporting System Coordination (AllMax, OP10, Anterra)					-	-	-
i	Operations Building Energy calculations	8			-	1,120	-	1,120
j	Plant Power Load calculations	4			-	560	-	560
k	Drawing Development (see drawing schedule)	99	142	108	126	26,640	25,380	52,020
l	Specification - (see specification schedule)	22		26	-	3,080	3,380	6,460
m	Review Selected Mechanical Equipment Specifications				-	-	-	-
n	Construction cost estimate at 60% & 90% design	8		6	-	1,120	780	1,900
o	Submittals at 30%, 60% and 90% design	8	8	-	-	1,840	-	1,840
p	Quality review, multidiscipline review	16	8	12	-	2,960	1,560	4,520
q	Respond to City & agency review comments	8			-	1,120	-	1,120
r	Bid submittal - Drawings and specification	6	6	4	2	1,380	700	2,080
s	Pre-bid conference support by phone				-	-	-	-
t	Bid support by phone, addendum issue	4			-	560	-	560
	Administration expenses @ 10% of AIA expenses					3,284		3,284
	DESIGN DEVELOPMENT TOTALS	195	164	164	128	45,344	32,840	78,184

EXHIBIT C
ATTACHMENT A

ELECTRICAL ENGINEERING FEE PROPOSAL DATA SHEET						
ADDITIONAL DESIGN SERVICES						
PROJECT: WWTP-Phase 2 Upgrade				DATE: 10/10/14		
DESIGN DEVELOPMENT- LIST OF DRAWINGS				JOB NO: 1304		
DRWG. NO.	DESCRIPTION OF DRAWING	DRWG.	Elec HRS		I&C HRS	
		SCALE	ENGR	DRAFT	ENGR	DRAFT
LAB / OPERATIONS BUILDING PROJECT						
E1	Legend, Drawing List, Light Fixture Sched		0	0		
E2	Electrical Area Site Plan, Partial Plans		0	0		
E3	Basement Lighting Plan, Notes		0	0		
E4	Basement Power / Signal Plan, Notes		0	0		
E5	Main Floor Lighting Plan		0	0		
E6	Main Floor Power & Signal Plan		0	0		
E7	Attic Lighting / Power Plan & Elevations		0	0		
E8	Enlarged Laboratory Plan, Notes		0	0		
E9	Enlarged Electrical / Mech Room Plans		0	0		
E10	Miscellaneous Details, Notes		0	0		
E11	Power One-Line Diagram, Panel Schedule		0	0		
E12	Signal One-Line Diagram, Notes		0	0		
E13	SCADA, Computer, Comm 1-Line Diagram		0	0		
E14	Power / Signal Utilities Demo Site Plan		0	0		
E15	Power Utility Demolition One-line Diagram		0	0		
E16	Signal Utility Demolition One-line Diagram		0	0		
E17	PCP300 Modification - I&C diagrams				0	0
MECHANICAL PACKAGE PROJECT						
E1	Overall reference site plan, Drawing List		1	4		
E2	Legend, Electrical Equipment Schedules		3	3		
E3	Headorks Building Power & Signal Partial Plan, Elevation, Notes		0	0		
E4	Headworks Power & Signal One-Line Diagram, Notes		0	0		
E5	Shop Area Overall Plan, Partial Mezanine Level Plan, Pwr 1-line diag		2	11		
E6	Odor Scrubber, Chem Feed Shed, Vactor Area Plan, Elev, Notes		4	8		
E7	Blower Building Plan, Notes		4	17		
E8	Effluent/Utility Water Pumping, U.V. Disinfect Bldg Flr Plan, Notes		3	16		
E9	Effluent/Utility Water Pumping, U.V. Disinfect Bldg Ceil Plan, Notes		6	11		
E10	Blower Building & Utility Water Pumping Elevations		4	10		
E11a	Odor Scrubber/ Effluent & Utility Pump / UV Disinf Pwr 1-Line Diag		10	13		
E11b	Odor Scrubber/ Effl & Utility Pump / UV Disinf Pwr 1-Line Diag Notes		4	0		
E12	Odor Scrubber/ Eff & Utility Pump / UV Disinf Pwr 1-Line Diag Notes		10	9		
E13	Odor Scrubber/ Effluent & Utility Pump/UV Disinf Signal 1-Line Diag		2	9		
E14	Digester Basin Plan, Notes		4	9		
E15	Digester Basin Elevation, Details		2	1		
E16	Clarifier No. 1,2 & 3 Plan, Elevations, Detail, Notes		1	2		
E17	Clarifier No. 1 & 3 One-line diagram, C&C Schedule, Notes		6	1		
E18	Inplant Drain Pump Station Plan, Elevation, Section, Notes		2	2		
E19	Pump-Electrical Bldg Electrical Room Plan, Elev, Details, Notes		1	1		
E20	Inplant Drain Pump Station Power & Signal One-line Diag, Notes		11	1		

EXHIBIT C
ATTACHMENT A

DRWG. NO.	DESCRIPTION OF DRAWING	DRWG. SCALE	Elec HRS		I&C HRS	
			ENGR	DRAFT	ENGR	DRAFT
E21	Inplant Drain Pump Station Supplemental Signal Diag, Notes		2	4	4	6
E22	Sludge Pump Partial Plan, Elevation, One-line Diag, Notes		4	0		
E23	Blower Building Demolition Plan, Notes		2	0		
E24	Digester Basin & Effluent Pumping Area Demolition Plan, Notes		2	0		
E25	Digester Basin & Effluent Pumping Area Demo 1-line Diag, Notes		4	6		
E26	Clarifier Nos. 1,2 & 3 Demolition Plan, Notes		2	0		
E27	Utility Water Pumping Demolition Plan, One-line Diag, Notes		3	4		
EIC1	Elevation - LCP-190 IPPS				0	0
EIC2	Elevation - LCP-191 IPPS Pump #1				0	0
EIC3	Elevation - LCP-192 IPPS Pump #2				0	0
EIC4	Wiring - LCP-190 IPPS				0	0
EIC5	Wiring - MCC-191 IPPS Pump #1				0	0
EIC6	Wiring - MCC-192 IPPS Pump #2				0	0
EIC7	Wiring - Instrumentations #1 (UW), Utility Water System				8	16
EIC8	Wiring - Instrumentations #2 (Digesters, Effluent, IPPS)				0	0
EIC9	Elevation - LCP-720 Effluent Pumping				8	16
EIC10	Wiring - LCP-720 Effluent WetWell				16	8
EIC11	Wiring - MCP-721 Effluent Pump #1				16	8
EIC12	Wiring - MCP-722 Effluent Pump #2				16	8
EIC13	Wiring - P-492 Sludge Feed Pump #2				4	0
EIC14	Wiring - BL-951 Digester Odor Fan				0	0
EIC15	Wiring - BL-521 UV Building Ventilation Fan				8	16
EIC16	Wiring - Instrumentation #3 (Hypo, Caustic), P-991, Odor System				6	10
EIC17	Wiring - UV, Sampler, UV Bldg, Finescreen				0	0
PID1	Legend					
PID2	Communication Block Diagram				0	0
PID3	Piping & Instrumentation - Pumpstation 2A & 3A				0	0
PID4	Piping & Instrumentation - Headworks				0	0
PID5	Piping & Instrumentation - Anoxic Basins & D Box "B"				0	0
PID6	Piping & Instrumentation - Aeration Basins & MLR Pumps				0	0
PID7	Piping & Instrumentation - Aeration Basins & MLR Pumps				0	0
PID8	Piping & Instrumentation - Secondary Clarifiers 1 & 4				0	1
PID9	Piping & Instrumentation - Secondary Clarifiers 2 & 3				0	1
PID10	Piping & Instrumentation - Sludge Pumps				0	0
PID11	Piping & Instrumentation - Ultraviolet Disinfection & Effluent				0	0
PID12	Piping & Instrumentation - Digester				6	10
PID13	Piping & Instrumentation - Dewatering & Solids Handling				0	0
PID14	Piping & Instrumentation - Aeration, Digester & Standby Blowers				0	0
PID15	Piping & Instrumentation - IPPS				0	0
PID16	Piping & Instrumentation - UV building				0	0
PID17	Piping & Instrumentation - Utility Water & Effluent Pumpstation				6	10
PID18	Piping & Instrumentation - Thickener Systems & Solids Handling				2	4
PID19	Piping & Instrumentation - Utility Water Hypo Disinfection				8	12
TOTALS			99	142	108	126

EXHIBIT C
ATTACHMENT A

ELECTRICAL ENGINEERING FEE PROPOSAL DATA SHEET					
ADDITIONAL DESIGN SERVICES					
PROJECT: WWTP-Phase 2 Upgrade			DATE: 10/10/14		
DESIGN DEVELOPMENT - LIST OF SPECIFICATIONS			JOB NO: 1304		
SPEC. NO.	SPECIFICATION SECTION TITLE	EXIST	Developed	HOURS	
		NEW	By	Elec	I&C
LAB / OPERATIONS BUILDING PROJECT					
260100	Electrical General	E	RSE	0	
260519	Conductors	E	RSE	0	
260533	Conduits and raceways	E	RSE	0	
262213	Low Voltage Distribution Transformers	E	RSE	0	
262416	Panelboards	E	RSE	0	
262726	Wiring Devices	E	RSE	0	
265100	Interior & Exterior Lighting	E	RSE	0	
270513	Telephone Service Modifications	E	RSE	0	
Appendix	Conduit & Cable Schedules (2)	N	RSE	0	
409513	PCP300 Modifications	E/N	AIA	0	
409615	PCP-300 IO List	E/N	AIA	0	
MECHANICAL PACKAGE PROJECT					
260100	Electrical General	E	RSE	0	
260519	Conductors	E	RSE	0	
260533	Conduits and raceways	E	RSE	0	
262416	Panelboards modifications	E	RSE	0	
262419	Motor Control Equipment	E	RSE	0	
262726	Wiring Devices	E	RSE	0	
262923	Variable Frequency Drive Equipment	E	RSE	2	
265100	Interior & Exterior Lighting	E	RSE	0	
Appendix	Conduit & Cable Schedules (2)	N	RSE	6	
	Sequence of Construction	N	RSE	6	
	Utility Water System Pack Control Panel	N	RSE	8	4
409100.00	Instrumentation Spec	E/N	AIA		4
409513.13	LCP-190 IPPS Specification	N	AIA		0
409513.14	LCP-191_192 IPPS HOA Specifications	N	AIA		0
409513.15	LCP-720 Effluent Wetwell Specification	N	AIA		8
409513.23	PCP-100 Modifications Mech	E/N	AIA		0
409513.24	PCP-200 Modifications Mech	E/N	AIA		0
409513.25	PCP-300 Modifications Mech	E/N	AIA		0
409513.30	PCP-300 Modifications Lab Operations	E/N	AIA		0
409610.00	Remote Access Server	N	AIA		0
409615.00	IO Lists Mech	E/N	AIA		6
409615.00	IO Lists Lab Operations	E	AIA		0
409620.00	Instrument List	E/N	AIA		4
409635.00	Description of Operations	E/N	AIA		0
409640.00	Reporting Systems	N	AIA		0
TOTALS				22	26

Attachment B - Drawing Correlation Schedule

GIG HARBOR WWTP PHASE 2 RENOVATION
LAB / OPERATIONS BUILDING PROJECT DESIGN

Date: 10/10/14
J.O. 1305

DRWG. NO.	DESCRIPTION OF FINAL DRAWING	Equivalent Original Contract Drawing	Engr Co.	Note No.
E1	Legend, Drawing List, Light Fixture Sched	Not included - covered by Constr Service contract - Add services	RSE	1
E2	Electrical Area Site Plan, Partial Plans	Not included - covered by Constr Service contract - Add services	RSE	1
E3	Basement Lighting Plan, Notes	Not included - covered by Constr Service contract - Add services	RSE	1
E4	Basement Power / Signal Plan, Notes	Not included - covered by Constr Service contract - Add services	RSE	1
E5	Main Floor Lighting Plan	E5 - Operations Building Ceiling Electrical Plan West, Notes	RSE	2
E6	Main Floor Power & Signal Plan	E7 - Operations Building Electrical Plan West, Notes	RSE	2
E7	Attic Lighting / Power Plan & Elevations	Not included	RSE	1
E8	Enlarged Laboratory Plan, Notes	E9 - Expanded Laboratory Electrical Plan, Notes	RSE	3
E9	Enlarged Electrical / Mech Room Plans	Not included	RSE	1
E10	Miscellaneous Details, Notes	E10 - Parking Area Lighting Plan, Miscellaneous Details	RSE	3
E11	Power One-Line Diagram, Panel Schedule	E6 - Operations Building Ceiling Electrical Plan East, Notes	RSE	2
E12	Signal One-Line Diagram, Notes	E8 - Operations Building Electrical Plan East, Notes	RSE	2
E13	SCADA, Computer, Comm 1-Line Diagram	Not included	RSE	1
E14	Power / Signal Utilities Demo Site Plan	ED1 - Demo-Temporary Lab Bldg., Part Power & Tel. 1-Line Diag	RSE	3
E15	Power Utility Demolition One-line Diagram	Not included	RSE	1
E16	Signal Utility Demolition One-line Diagram	Not included	RSE	1
E17	PCP300 Modification - I&C diagrams	Not included	AtA	1

Notes

1. Original contract did not included hours for this drawing
2. Original contract budget applied toward portion of final drawing
3. Original contract budget covered final drawing

21 of 26

EXHIBIT C

New Business - 4
48 of 64

Attachment B - Drawing Correlation Schedule

GIG HARBOR WWTP PHASE 2 RENOVATION
MECHANICAL PACKAGE PROJECT DESIGN

Date: 10/10/14
J.O. 1305

DRWG. NO.	DESCRIPTION OF FINAL DRAWING	Equivalent Original Contract Drawing	Engr	Note
			Co.	No.
E1	Overall reference site plan, Drawing List	E1, E4 - Overall Electrical Ref/Site Plan, Drawing List	RSE	4
E2	Legend, Electrical Equipment Schedules	E2,E3 - Legend, Electrical Equip List, Equip Schedules	RSE	4
E3	Headorks Building Power & Signal Partial Plan, Elevation, Notes	E19 - Headworks Building Plan & Elevation	RSE	3
E4	Headworks Power & Signal One-Line Diagram, Notes	E24,E28 - Pwr/Sign 1-line Diag - Hdwrks, Thick, Op Bldgs	RSE	3
E5	Shop Area Overal Plan, Partial Mezanine Level Plan, Pwr 1-line diag	E18, E23 - Shop Building Plans, Details, One-line diagram	RSE	2
E6	Odor Scrubber, Chem Feed Shed, Vactor Area Plan, Elev, Notes	E12 - Blower Building Elevations and Details	RSE	2
E7	Blower Building Plan, Notes	E11 - Blower Building & Odor Blower Area Plans, Notes	RSE	2
E8	Effluent/Utility Water Pumping, U.V. Disinfect Bldg Flr Plan, Notes	E13 - Effluent/Utility Water Pump, U.V. Disinf Bldg Plan	RSE	2
E9	Effluent/Utility Water Pumping, U.V. Disinfect Bldg Ceil Plan, Notes	Not included	RSE	1
E10	Blower Building & Utility Water Pumping Elevations	E14 - Water Pumping, U.V. Disinfect Bldg Section, Details	RSE	2
E11a	Odor Scrubber/ Effluent & Utility Pump / UV Disinf Pwr 1-Line Diag	E22 - Pwr One-line Diag - Blower, Water Pump/U.V, Basins	RSE	2
E11b	Odor Scrubber/ Eff & Utility Pump / UV Disinf Pwr 1-Line Diag Notes	E20,25,26 - Pwr/Sign overall plant 1-line Diag, panel sched	RSE	2
E12	Odor Scrubber/ Effluent & Utility Pump/UV Disinf Signal 1-Line Diag	E27 - Sig One-line Diag - Blower, Water Pump/U.V, Basins	RSE	2
E13	Digester Basin Plan, Notes	E15 - Digester Basin Plan, Notes	RSE	2
E14	Digester Basin Elevation, Details	E16 - Digester Basin Elevations, Details	RSE	2
E15	Clarifier No. 1,2 & 3 Plan, Elevations, Detail, Notes	E17 - Clarifier No. 3 Plan, Details	RSE	2
E16	Clarifier No. 1 & 3 One-line diagram, C&C Schedule, Notes	E21 - Pwr 1-line Diag - Elect/Pump Bldg, Clarif, Inplant PS	RSE	2
E17	Inplant Drain Pump Station - Partial Site Plan, C&C Sched	E29 - Inplant Drain Pump Station - Plan, Elevations, Details	RSE	2
E18	Inplant Drain Pump Station Plan, Elevation, Section, Notes	Not included - covered by Constr Service contract - Add services	RSE	1
E19	Pump-Electrical Bldg Electrical Room Plan, Elev, Details, Notes	Not included - covered by Constr Service contract - Add services	RSE	1
E20	Inplant Drain Pump Station Power & Signal One-line Diag, Notes	E30,31,32 - Pwr/Sign 1-line Diag,MCC-1 Elev, Inplant PS	RSE	2
E21	Inplant Drain Pump Station Supplimental Signal Diag, Notes	Not included	RSE	1
E22	Sludge Pump Partial Plan, Elevation, One-line Diag, Notes	Not included	RSE	1
E23	Blower Building Demolition Plan, Notes	ED2 - Demolition-Blower & Effluent Pump Area Plan	RSE	2
E24	Digester Basin & Effluent Pumping Area Demolition Plan, Notes	ED3 - Demolition-Digester Basins & Clarif No.3 Plans	RSE	2
E25	Digester Basin & Effluent Pumping Area Demo 1-line Diag, Notes	ED4 - Demo-Eff Pump, Digest, Clarif Pwr 1-Line Diag.	RSE	2
E26	Clarifier Nos. 1,2 & 3 Demolition Plan, Notes	ED3 - Demolition-Digester Basins & Clarif No.3 Plans	RSE	2
E27	Utility Water Pumping Demolition Plan, One-line Diag, Notes	Not included	RSE	1

22 of 26

EXHIBIT C

DRWG. NO.	DESCRIPTION OF FINAL DRAWING	Equivalent Original Contract Drawing	Orig	Note No.
			ENGR	
EIC1	Elevation - LCP-190 IPPS	Not included - covered by Constr Service contract - Add services	AIA	1
EIC2	Elevation - LCP-191 IPPS Pump #1	Not included - covered by Constr Service contract - Add services	AIA	1
EIC3	Elevation - LCP-192 IPPS Pump #2	Not included - covered by Constr Service contract - Add services	AIA	1
EIC4	Wiring - LCP-190 IPPS	Not included - covered by Constr Service contract - Add services	AIA	1
EIC5	Wiring - MCC-191 IPPS Pump #1	Not included - covered by Constr Service contract - Add services	AIA	1
EIC6	Wiring - MCC-192 IPPS Pump #2	Not included - covered by Constr Service contract - Add services	AIA	1
EIC7	Wiring - Instrumentations #1 (Flowmeter & Pressure Transducer)	EIC1 - I&C-Detailed Wir Diag -Sht 1 (intr, samp, finesc, UV)	AIA	2
EIC8	Wiring - Instrumentations #2 (Basin & Effluent Transducer)	EIC1 - I&C-Detailed Wir Diag -Sht 1 (intr, samp, finesc, UV)	AIA	3
EIC9	Elevation - LCP-720 Effluent Pumping	EIC2 - I&C-Detailed Wir Diag -Sht 2 (Effluent pump, chem)	AIA	2
EIC10	Wiring - LCP-720 Effluent WetWell	EIC2 - I&C-Detailed Wir Diag -Sht 2 (Effluent pump, chem)	AIA	2
EIC11	Wiring - MCP-721 Effluent Pump #1	EIC2 - I&C-Detailed Wir Diag -Sht 2 (Effluent pump, chem)	AIA	2
EIC12	Wiring - MCP-722 Effluent Pump #2	EIC2 - I&C-Detailed Wir Diag -Sht 2 (Effluent pump, chem)	AIA	2
EIC13	Wiring - P-492 Sludge Feed Pump #2	EIC3 - I&C-Detailed Wir Diag -Sht 3 (Digester pump, LIT)	AIA	2
EIC14	Wiring - BL-951 Digester Odor Fan	EIC5 - I&C-Detailed Wir Diag -Sht 5 (starter chem feed pmp)	AIA	2
EIC15	Wiring - BL-521 UV Building Ventilation Fan	EIC4 - I&C-Detailed Wir Diag -Sht 4 (Effluent pump, chem)	AIA	2
EIC16	Wiring - Instrumentation #3 (Hypo, Caustic), P991, Odor System	Not included	AIA	1
EIC17	Wiring - UV, Sampler, UV Bldg., Finescreen	Not included	AIA	1
PID1	Legend	PID1 - Instrument & Control - Legend	AIA	3
PID2	Communication Block Diagram	PID2 - Instrument & Control - Communication Block Diag	AIA	3
PID3	Piping & Instrumentation - Pumpstation 2A & 3A	PID3 - I&C-Piping & Instrumentation -Sht 1	AIA	3
PID4	Piping & Instrumentation - Headworks	PID4 - I&C-Piping & Instrumentation -Sht 2	AIA	3
PID5	Piping & Instrumentation - Anoxic Basins & D Box "B"	PID5 - I&C-Piping & Instrumentation -Sht 3	AIA	3
PID6	Piping & Instrumentation - Aeration Basins & MLR Pumps	PID6 - I&C-Piping & Instrumentation -Sht 4	AIA	3
PID7	Piping & Instrumentation - Aeration Basins & MLR Pumps	PID7 - I&C-Piping & Instrumentation -Sht 5	AIA	3
PID8	Piping & Instrumentation - Secondary Clarifiers 1 & 4	PID8 - I&C-Piping & Instrumentation -Sht 6	AIA	2
PID9	Piping & Instrumentation - Secondary Clarifiers 2 & 3	PID9 - I&C-Piping & Instrumentation -Sht 7	AIA	2
PID10	Piping & Instrumentation - Sludge Pumps	PID10 - I&C-Piping & Instrumentation -Sht 8	AIA	3
PID11	Piping & Instrumentation - Ultraviolet Disinfection & Effluent	PID11 - I&C-Piping & Instrumentation -Sht 9	AIA	3
PID12	Piping & Instrumentation - Digester	PID12 - I&C-Piping & Instrumentation -Sht 10	AIA	2
PID13	Piping & Instrumentation - Dewatering & Solids Handling	PID13 - I&C-Piping & Instrumentation -Sht 11	AIA	3
PID14	Piping & Instrumentation - Aeration, Digester & Standby Blowers	PID14 - I&C-Piping & Instrumentation -Sht 12	AIA	3
PID15	Piping & Instrumentation - IPPS	PID15 - I&C-Piping & Instrumentation -Sht 13	AIA	3
PID16	Piping & Instrumentation - UV building	PID16 - I&C-Piping & Instrumentation -Sht 14	AIA	3

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EXHIBIT C

New Business - 4
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DRWG. NO.	DESCRIPTION OF FINAL DRAWING	Equivalent Original Contract Drawing	Orig	Note
			ENGR	No.
PID17	Piping & Instrumentation - Utility Water & Effluent Pumpstation	Not included	AIA	1
PID18	Piping & Instrumentation - Thickener Systems & Solids Handling	Not included	AIA	1
PID19	Piping & Instrumentation - Utility Water Hypo Disinfection	Not included	AIA	1
E21	Inplant Drain Pump Station Supplemental Signal Diag, Notes	Not included	AIA	1

Notes

1. Original contract did not included hours for this drawing
2. Original contract budget applied toward portion of final drawing
3. Original contract budget covered final drawing
1. Portion or all of original contract budget for this drawing used in Lab/Operations building project

Attachment B - Specification Section Correlation Schedule

GIG HARBOR WWTP PHASE 2 RENOVATION
LAB / OPERATIONS BUILDING PROJECT DESIGN

Date: 10/10/14
J.O. 1305

SPEC. NO.	DESCRIPTION OF FINAL SPECIFICATION	Equivalent Original Contract Specification	Engr Co.	Note No.
260100	Electrical General	16010 - General	RSE	1
260519	Conductors	16120 - Wire and Cable	RSE	1
260533	Conduits and raceways	16110 - Raceways	RSE	1
262213	Low Voltage Distribution Transformers	16460 - Transformers	RSE	1
262416	Panelboards	16471 - Panelboards	RSE	1
262726	Wiring Devices	16140 - Wiring Devices	RSE	1
265100	Interior & Exterior Lighting	16500 - Lighting	RSE	1
270513	Telephone Service Modifications	Not included	RSE	2
	Not used	16400 - Temp Lab Bldg Power Utility Serv Removal	AIA	3
Appendix	Conduit & Cable Schedules (2)	Appendix - Power & Signal Conduit & Cable Sched	AIA	1
409513	PCP300 Modifications	16933 - Plant Control Panel (PCP-300) Modifications	AIA	1
409615	PCP-300 IO List	Appendix - Modify existing Instrument List	AIA	1
	Not used	Relocation of HMI from Temporary Lab to Oper Bldg	AIA	3

Notes

1. Portion or all of original contract budget for this section used in Lab/Operations building project
2. Original contract did not included hours for this section
3. Original contract budget for this section applied to new sections

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EXHIBIT C

Attachment B - Specification Section Correlation Schedule

GIG HARBOR WWTP PHASE 2 RENOVATION
MECHANICAL PACKAGE PROJECT DESIGN

Date: 10/10/14
J.O. 1305

SPEC. NO.	DESCRIPTION OF FINAL SPECIFICATION	Equivalent Original Contract Specification	Engr Co.	Note No.
260100	Electrical General	16010 - General	RSE	1
260519	Conductors	16120 - Wire and Cable	RSE	1
260533	Conduits and raceways	16110 - Raceways	RSE	1
262416	Panelboards modifications	16471 - Panelboards	RSE	1
262419	Motor Control Equipment	16920 - Motor Control Center (MCC) Equip Modif	RSE	
262726	Wiring Devices	16140 - Wiring Devices	RSE	1
262923	Variable Frequency Drive Equipment	16921 - Variable Frequency Drive (VFD) Equipment	RSE	
265100	Interior & Exterior Lighting	16500 - Lighting	RSE	1
Appendix	Conduit & Cable Schedules (2)	Appendix - Power & Signal Conduit & Cable Sched	RSE	1
	Sequence of Construction Section _____	Not included	RSE	2
	Utility Water System Pack Control Panel Section _____	Not included	RSE	2
409513.13	LCP-190 IPPS Spec V03b	Not included - covered by Constr Service contr - Add serv	AIA	2
409513.14	LCP-191_192 IPPS HOA Spec V02b	Not included - covered by Constr Service contr - Add serv	AIA	2
409513.15	LCP-720 Effluent Wetwell Spec V01	Not included	AIA	2
409513.23	PCP-100 Existing Plant Control Panel Mod Mech V2	16931 - Plant Control Panel (PCP-100) Modifications	AIA	
409513.24	PCP-200 Existing Plant Control Panel Mod Mech V2	16932 - Plant Control Panel (PCP-200) Modifications	AIA	
409513.25	PCP-300 Existing Plant Control Panel Mod Mech V2	16933 - Plant Control Panel (PCP-300) Modifications	AIA	1
409615.00	IO Lists Mech in Doc Format V1a	Appendix - Modify existing IO List	AIA	
409620.00	Instrument List	Appendix - Modify existing Instrument List	AIA	1

Notes

1. Portion or all of original contract budget for this section used in Lab/Operations building project
2. Original contract did not included hours for this section
3. Original contract budget for this section applied to new sections

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EXHIBIT C

**THIRD AMENDMENT
TO
CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
COSMOPOLITAN ENGINEERING GROUP**

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

RECITALS

WHEREAS, the City is presently engaged in completing the Wastewater Treatment Plant Phase 2 Design Services for the Digester Covers Project and desires to extend consultation services in connection with the project; and

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

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

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

Section 2. Compensation. Section 2(A) of the Agreement is amended to increase compensation to the Consultant for the work to be performed as described in **Exhibit A** in an amount not to exceed Fifty Six Thousand Two Hundred Twenty Dollars and Zero Cents (\$56,220.00), as shown in **Exhibit B**, attached to this Amendment and incorporated herein.

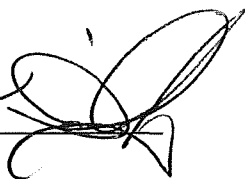
Section 3. Duration of Work. Section 4 of the Agreement is amended to extend the duration of this Agreement to March 1, 2016.

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

IN WITNESS WHEREOF, the parties have executed this Amendment on this _____ day of _____, 20__.

CONSULTANT

By: _____
Its Principal



CITY OF GIG HARBOR

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

COSMOPOLITAN ENGINEERING GROUP
AMENDMENT NO. 3 TO CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIGHARBOR AND
COSMOPOLITAN ENGINEERING GROUP

SCOPE OF WORK

The overall Scope of Services as described in Section I of the Agreement is being amended to include additional evaluation and selection of a digester basin aeration and mixing system, optimal aeration feed piping, odor control ducting, and the layout and type of digester covers that will provide improved operational access and safety, compared to the current design.

**AMENDMENT NO. 3 TO CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
COSMOPOLITAN ENGINEERING GROUP**

COMPENSATION SPREADSHEET

<u>Firm</u>	<u>Cost</u>
Cosmopolitan Engineering Group	\$1,500
H.R. Esvelt Engineering	\$24,000
Structural Research Corporation	\$23,960
Richard Sample Engineering	\$6,760
Total	\$56,220

H. R. ESVELT ENGINEERING

Environmental Engineering

November 6, 2014

Mr. Jim D'Aboy
Cosmopolitan Engineering Group
P.O. Box 1678
Tacoma, WA 98401-1678

PROJECT: CITY OF GIG HARBOR WWTP Phase II Design

SUBJECT: Planning & Design of Alternate Digester Mixing/Aeration and Odor Control Cover
Concept to currently design

This letter shows the scope of services and fee for additional services associated with the Wastewater Treatment Plant Phase 2 Design contract for the subject work, for concept development, evaluation and selection and the re-design of the digester basin aeration and mixing system, aeration feed piping, odor control ducting, and layout and type of digester covers for containment of odors and access to all areas of the existing digester layout.

Scope of Work for Additional Services:

1. Design lead, project coordination with Owner staff and Design Team.
2. Development of alternative cover layouts and support; development of aeration system types, layouts, air feed, and evaluate these systems at current installations to provide mixing and aeration of 3.5% solids by weight; layout of aeration air feed from blowers to the 4 digester basins while maintaining access across and on the covers.
3. Evaluation of alternatives and presentation to Owner staff and design team; selection of final alternative for design.
4. Design of selected alternative digester components, as presented above.
5. Development of 90% construction cost estimate of designed alternative digester improvement components.
6. Submit 90% design drawings, specifications and estimate of costs to City for review.
7. Respond to City staff review comments and develop final bid documents.

Estimate of Additional Design Fee:

H. R. Esvelt Engineering proposal lump sum fee is \$24,000 and is shown and broken down by task in the attached spreadsheet.

Sincerely
H. R. Esvelt Engineering



H. Richard Esvelt, P.E.

Attachment

ATTACHMENT

EXHIBIT B

**ENGINEERING SERVICES FEE PROPOSAL
FOR ADDITIONAL DIGESTER DESIGN SERVICES**

CITY OF GIG HARBOR
WWTP-Phase 2 Upgrade
H R ESVELT ENGINEERING

11/6/2014

Labor

NO	SCOPE OF DESIGN SERVICES	Labor			Total Cost
		HRE \$165	CAD Tech \$70	Expenses	
1	Design lead, coordination w/Owner & Design Team	6			\$ 990
2	Development of alternative covers, aeration systems, etc	12			\$ 1,980
3	Evaluation of alternatives w/ Owner & Design Team	8	4		\$ 1,600
4	Design of selected digester components	48	36		\$ 10,440
5	Devalopment of construction 90% cost estimate	12			\$ 1,980
6	Submit 90% design drawings and specifications	16	18	\$ 50	\$ 3,950
7	Respond to comments; develop final bid documents	14	10	\$ 50	\$ 3,060
DESIGN TOTALS		116	68		\$ 24,000

Structural Research Company

Spokane Office
700 West 7th Ave, Suite 806
Spokane, WA 99204
(509) 624-0406

email: srcricewa@gmail.com
cell: 509-710-0735

Rice Office
PO Box 8
Rice, WA 99167
P: (509) 738-4483

ADDITIONAL ENGINEERING DESIGN SERVICES FEE PROPOSAL Alternative Design of Digesters and Odor Covers

November 7, 2014

Project: Gig Harbor WWTP
Phase 2 Improvements

Subject: Design and Contract Documents for Alternate Design of
Digester Aeration and Odor Control

The attached fee estimate for Structural Research Company (SRC) is to assist HR Esvelt Engineering (HRE) in the evaluation and selection of a digester basin aeration and mixing system, optimal aeration feed piping, odor control ducting, and the layout and type of digester covers which will provide improved access and safety in the operation of the digesters compared with the current design. The revised design should provide better function and greatly improved physical access to the facilities while reducing the overall cost compared to the current design for aeration and odor control.

The anticipated design activities follow.

- Assist HR Esvelt Engineering in conceptual design of alternative ways of aeration and mixing in the digesters. Coordinate with City staff on alternates.
- In coordination with City staff, select the alternate to be further developed into the design.
- In conjunction with HRE, RSE, and City Staff, develop potential demolition and construction phasing options to allow the construction of the selected alternate while maintaining the plant in operation. Select the preferred demolition phasing and construction sequence.
- Develop the engineering design, and produce drawings and specifications to the 90% level.
- Develop a 90% level cost estimate.
- Submit the 90% design drawings and cost estimate to the City for review.
- Respond to the review comments.
- Produce final drawings and specifications.

Attachment

EXHIBIT B

ENGINEERING DESIGN SERVICES FEE PROPOSAL					
DIGESTERS ALTERNATIVE DESIGN WITH ODOR COVERS					
	City of Gig Harbor WWTP--Phase 2 Upgrade	Personnel Hours			
	STRUCTURAL RESEARCH CO.	GE	Sr. Engr	Draft	Total
Item	Design Services	150	120	70	Cost
1	Conceptual Design & Alternatives	24			\$3,600
2	Design Development, Selected Aternative	8	8	8	\$2,720
3	Concepts: Phasing Demolition & Construction	12	8		\$2,760
4	Develop Design & Drawings to 90%	24	16	32	\$7,760
5	90% Submittal Review & Reply To Comments	12	12		\$3,240
6	Final Drawings and Specifications	12	8	16	\$3,880
	Total	92	52	56	\$23,960



Richard Sample Engineering

1197 Magnolia Ave Redding, CA 96001 (530) 242-1134 Fax (530) 242-1136 email rse@integrity.com

November 5, 2014

Mr. Jim D'Aboy
Cosmopolitan Engineering Group
P.O. Box 1678
Tacoma, WA 98401-1678

**SUBJECT: ELECTRICAL ENGINEERING PROPOSAL FOR GIG HARBOR WWTP PHASE 2
ADDITIONAL DIGESTER DESIGN SERVICES**

Dear Jim,

I am submitting this letter for the purpose of documenting additional services associated with the Wastewater Treatment Plant Phase 2 Design contract. This letter addresses the scope of services and associated fee for re-design of the digester basin covers.

Description of additional services to be performed

1. Design coordination with Rick and Greg regarding methods of configuring digester level sensors and associated wiring with new basin lid structures.
2. Develop (2) drawings covering digester basins plan, level sensor section, rack elevation, detail, One-line diagram, Conduit & Cable Schedule and notes.
3. Revise (2) digester basin demolition drawings.
4. Develop electrical construction cost estimate to be used to revise Item #8 in the 90% Mechanical Package estimate.
5. Submit design drawings and estimate at 90% design completion and respond to comments.
6. Incorporate drawings into bid set.

My charges for additional services will be \$ 6,760.

Sincerely,

Richard A. Sample, P.E.

Attachments:

RSE Additional Digester Design Services Fee proposal data sheets (2)

ELECTRICAL ENGINEERING FEE PROPOSAL DATA SHEET
ADDITIONAL DIGESTER DESIGN SERVICES

PROJECT: WWTP-Phase 2 Upgrade
OWNER: CITY OF GIG HARBOR
ESTIMATE BY: RICHARD SAMPLE

DATE: 11/5/14
JOB NO: 1304

NO	DESCRIPTION OF SERVICES	BILLING RATE				COST IN \$		
		Elec hours		I&C hours		Elec	I&C	TOTAL
		ENGR	DRAFT	ENGR	DRAFT			
	DESIGN DEVELOPMENT							
a	Coordination with Owner & Design team	3			-	420	-	420
b	Drawing Development (see drawing schedule)	18	26			4,860	-	4,860
c	Construction cost estimate modification	4				560	-	560
d	Submittals at 90% design & respond to comments	2	2			460	-	460
e	Incorporate drawings into overall project bid set	2	2			460	-	460
	DESIGN DEVELOPMENT TOTALS	29	30			6,760	-	6,760

ELECTRICAL ENGINEERING FEE PROPOSAL DATA SHEET

ADDITIONAL DIGESTER DESIGN SERVICES

PROJECT: WWTP-Phase 2 Upgrade
DESIGN DEVELOPMENT- LIST OF DRAWINGS

DATE: 11/5/14
JOB NO: 1304

DRWG. NO.	DESCRIPTION OF DRAWING	DRWG.	Elec HRS		I&C HRS	
		SCALE	ENGR	DRAFT	ENGR	DRAFT
E14	Digester Basin Plan, Notes		8	12		
E15	Digester Basin Elevation, Details		8	12		
E25	Digester Basin & Effluent Pumping Area Demolition Plan, Notes		1	1		
E26	Digester Basin & Effluent Pumping Area Demo 1-line Diag, Notes		1	1		
	TOTALS		18	26		