

# City Council Meeting

**December 8, 2014  
5:30 p.m.**



**AGENDA**  
**GIG HARBOR CITY COUNCIL MEETING**  
**Monday, December 8, 2014 – 5:30 p.m.**

**CALL TO ORDER / ROLL CALL:**

**PLEDGE OF ALLEGIANCE:**

**CONSENT AGENDA:**

1. Approval of City Council Minutes Nov. 24, 2014.
2. Receive and File: a) Intergovernmental Affairs 11-24-14 Minutes;
3. Amendment to Legal Services Contract – Ogden Murphy Wallace PLLC.
4. Contracts for State and Federal Lobbying Services.
5. Resolution No. 983 - Update to Development Permit Fee Schedule.
6. Second Reading of Ordinance No. 1307 – 2014 Planning Housekeeping Amendments.
7. Well No. 11 Final Design – Amendment #1 to Consultant Services Contract.
8. Jerisich Dock Water & Power – Consultant Services Contract.
9. Lift Station 3A Odor Bed Cover Design – Consultant Services Contract.
10. Public Works Operations Metal Building – Consultant Services Contract Amendment No. 1.
11. Maritime Pier – Aquatic Lands Lease – Dept. of Natural Resources.
12. Eddon Boat Marine Railways – Construction Contract Award.
13. Eddon Boat Marine Railways – Consultant Services Contract and Contract Amendment – Construction Support Services.
14. HVAC Controls System Software Upgrade and Computer Replacement – Purchase Authorization.
15. Liquor License Action: Special Occasion Liquor License – Harbor History Museum.
16. Washington State Heritage Capital Projects Fund Grant – Upland Piling and Marine Rails Installation - Contract Amendment No. 1.
17. Approval of Payment of Bills Dec. 8, 2014: Checks #76986 through #77088 in the amount of \$1,017,919.48.
18. Approval of Payroll for the month of November: Checks #7415 through #7432 and direct deposits in the amount of \$376,267.28.

**OLD BUSINESS:**

1. Public Hearing and Second Reading of Ordinance No. 1308 – 2014 Budget Amendment.
2. Third Reading of Ordinance No. 1306 – 2015-16 Budget.

**NEW BUSINESS:**

1. 2015 Planning Commission Work Program.
2. Resolution No. 982 and Lease Agreement – Chambers Sound System Upgrade.

**CITY ADMINISTRATOR / STAFF REPORT:**

**PUBLIC COMMENT:**

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

**ANNOUNCEMENT OF OTHER MEETINGS:**

1. Finance / Safety Committee – Mon. Dec 15<sup>th</sup> at 4:00 p.m.
2. No second Council Meeting in December.
3. Civic Center Closed for Christmas and New Year's: Thu. Dec. 25<sup>th</sup> and Thu. Jan. 1<sup>st</sup>.

**EXECUTIVE SESSION:** For the purpose of discussing property acquisition per RCW 42.30.1101(b).

**ADJOURN:**



















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

**CALL TO ORDER / ROLL CALL:**

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

**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.

Councilmember Perrow voiced disappointment that the process for the guild contracts didn't come before council more than they did. He stressed the importance of the contracts to the budget process.

**MOTION:** Move to adopt the Consent Agenda as presented.  
Payne / Kadzik – four voted yes. Councilmember Perrow voted no.

**SWEARING IN CEREMONY:** Chief of Police Kelly Busey introduced Savouth Uch, the newest police officer for the City of Gig Harbor. After he shared a brief background for Officer Uch, Mayor Pro Tem Ekberg performed the swearing in ceremony.

**OLD BUSINESS:**

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

Finance Director David Rodenbach gave a brief introduction. He explained that it's basically the same ordinance from two weeks ago with the exception of a transfer to the Public Arts Capital Fund in the amount of \$20,000. He addressed Council comments.



[Mayor Pro Tem Ekberg opened the public hearing at 6:40 p.m.](#) There were no public comments and the hearing closed.

[Councilmembers each shared their concerns](#) and comments on the budget. David Rodenbach addressed questions. City Administrator Ron Williams summarized the direction given by Council before this returns for a third reading on December 8<sup>th</sup>:

1. The Human Resource Analyst job reclassification is to be removed.
2. Addition of one Police Officer remains.
3. Addition of the Community Services Officer remains.
4. Delay the Parks Manager position until we review the budget in eight months.
5. Take a serious look at salaries and benefits and staff levels and report back to Council.
6. Review the restrictions for the Strategic Reserve Funds and plan to contribute accordingly.
7. Remove the reference to locations for the electric charging stations.

#### **NEW BUSINESS:**

1. [Public Hearing and First Reading of Ordinance – 2014 Planning Housekeeping Amendments.](#)

  Planning Director Jennifer Kester presented the background for this ordinance of housekeeping text amendments necessary to clarify permitting procedures, correct errors and omissions, reduce the need for interpretations, and improve customer service.

[Mayor Pro Tem Ekberg opened the public hearing at 6:03 p.m.](#) No one came forward to speak and the hearing closed.

Ms. Kester addressed Councilmember's questions. Council concurred that this could return on the Consent Agenda at the next meeting.

2. [First Reading of Ordinance – 2014 Budget Amendment.](#)  

Finance Director David Rodenbach explained that two funds require an amendment prior to year-end. The amendment to the General Fund is due to higher than anticipated 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 for the trolley. Finally, the Park Development fund had additional expenditures for the Cushman Trail project. He and Public Works Director Jeff Langhelm addressed Council's questions.

Because of noticing delays, the public hearing will be held at the second reading of the ordinance on December 8<sup>th</sup>.


3. [Resolution No. 982 – Ratifying an Application for Open Space Classification.](#)  

Planning Director Jennifer Kester presented the background information for this resolution to ratify action taken by Pierce County Council to reclassify property located at 5801 108<sup>th</sup> Street Northwest from farm and agricultural use to an open space classification.

**MOTION:** Move to adopt Resolution No. 981 Ratifying an Application for Open Space Classification.  
Payne / Kadzik - unanimously approved.



4. [Wastewater Treatment Plant Ph.2 – Contract Amendment for Parametrix and Cosmopolitan.](#)

 [←](#) Senior Engineer Steven Misiurak presented three amendments for the Wastewater Treatment Plant Phase 2 Expansion for Facility Design Review and Bidding Assistance. He addressed Council's questions.

**MOTION:** Move to authorize the Mayor to execute to 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.  
Payne / Kadzik - unanimously approved.

**MOTION:** Move to 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.  
Payne / Kadzik - unanimously approved.

**MOTION:** Move to 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.  
Payne / Kadzik - unanimously approved.

**CITY ADMINISTRATOR / STAFF REPORT:**

1. City Administrator Ron Williams presented several updates:
  - a. [Update on 2015 Well City Award Application.](#) Through the hard work of Shawna Wise and the Wellness Committee, we are close to submitting an application for the 2015 Well City Award, which if awarded, would result in a 2% reduction of health insurance premiums for employees.
  - b. [Officer Kevin Goss was recognized](#) as one of the top DUI Enforcement Officers in Pierce County for 2014 by the Tacoma/Pierce County Victims Information Panel. Officer Goss has arrested 59 impaired drivers here in Gig Harbor. His son was also received a reward for the City of DuPont.
  - c. [They are paving section four of the Cushman Trail today.](#)
  - d. [Showed a preview of the WestSound Alliance video](#) prepared to first present to a group of Legislators in Kitsap County. A package will be put together with details of the transportation project proposal.
2. [Jeff Langhelm shared good news:](#) The city recently received news of the award of a TIB Grant to fill sidewalk gaps on Harborview Drive in the amount of \$288,000.00 for the project in 2015. This is identified in the 2015-16 City Budget so hopefully it will move forward. The city match is \$96,000. The other item is Puget Sound Regional Council funding of the Kimball Drive / Hunt Street Overlay project. The grant is for \$331,000 total dollars and should be under construction in 2016.

**PUBLIC COMMENT:** No one came forward to speak.

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

[Councilmember Kadzik](#) recognized the Cub Scouts who led the Pledge of Allegiance and said he hopes to incorporate this into our meeting on a regular basis. He thanked Shawna Wise for setting this up, along with a tour of the Police Department for the scouts.

[Councilmember Payne](#) had two items: First, kudos to Councilmember Kadzik and Waterfront Alliance for the recent Girls Night Out program which was an incredible success. The downtown businesses and restaurants were full at 7:30 on a Thursday night. Second, the Intergovernmental Affairs Committee discussed the ongoing efforts to transfer ownership of the sand spit to the city. Congressman Kilmer, Senator Murray, and Senator Cantwell have been working along with our representatives in Washington D.C. to get the reauthorization bill through. Survey of the property reveals that the Bureau of Land Management owns the spit and not the Coast Guard.

**ANNOUNCEMENT OF OTHER MEETINGS:**

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

**ADJOURN:**

**MOTION:** Move to adjourn at 5:30 p.m.  
Kadzik / Lovrovich – unanimously approved.

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Jill Guernsey, Mayor

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Molly Towslee, City Clerk



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

**Subject:** Public Works Operations Metal Building – Consultant Services Contract Amendment #1-Peterson Structural Engineers

**Proposed Council Action:** Authorize the Mayor to execute Amendment #1 to Contract with Peterson Structural Engineers in an amount not to exceed \$2,753.00.

**Dept. Origin:** Public Works

**Prepared by:** Jeff Langhelm, PE  
Public Works Director

**For Agenda of:** December 8, 2014

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

	Initial & Date
<b>Concurred by Mayor:</b>	<i>JB 12-3-14</i>
<b>Approved by City Administrator:</b>	<i>RW 12/3/14</i>
<b>Approved as to form by City Atty:</b>	<i>Jig email</i>
<b>Approved by Finance Director:</b>	<i>Mfn DR 12.3.14</i>
<b>Approved by Public Works Dir.:</b>	<i>JL 12/3/14</i>

<b>Expenditure Required</b>	\$2,753	<b>Amount Budgeted</b>	\$65,000	<b>Appropriation Required</b>	\$0
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**INFORMATION/BACKGROUND**

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

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

The City has asked PSE to include the design of a new, 4-foot tall concrete foundation for a separate, existing 20’x40’ building which will be relocated in conjunction with re-assembly of the 40’x40’ museum building.

**FISCAL CONSIDERATION**

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

**BOARD OR COMMITTEE RECOMMENDATION**

None.

**RECOMMENDATION/MOTION**

Authorize the Mayor to execute Amendment #1 to Contract with Peterson Structural Engineers in an amount not to exceed \$2,753.00.

**FIRST AMENDMENT  
TO  
CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
PETERSON STRUCTURAL ENGINEERS, INC.**

THIS FIRST AMENDMENT is made to that certain Consultant Services Contract dated November 12, 2014 (the "Agreement"), by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Peterson Structural Engineers, 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 Public Works Metal Shop Building 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 Two Thousand Seven Hundred Fifty-Three and Dollars and Zero Cents (\$2,753.00), 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 December 31, 2014.

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  
Erik Peterson, P.E.

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

ATTEST:

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

APPROVED AS TO FORM:

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





Consulting Structural Engineers  
Portland, Oregon • Tacoma, Washington  
[www.pseengineers.com](http://www.pseengineers.com)

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

December 3, 2014

File: PSE\14-195-01

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

Dear Mr. Langhelm:

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

The following limited scope and fee is for the development of structural calculations for a 40ft by 72ft metal building located at the Gig Harbor Operations Yard in Gig Harbor, WA. The building was previously erected elsewhere in the city, was disassembled, salvaged and is currently in storage at the Operations Yard. PSE understands that the City of Gig Harbor will issue the formal contract after the scope and fee is agreed upon.

- **As of November 21<sup>st</sup>, 2014, the City of Gig Harbor has asked PSE to include the design of a new, 4-foot tall concrete foundation for a separate, existing 20'x40' building which will be relocated.**
- **As of December 2<sup>nd</sup>, 2014, the metal building's dimensions were clarified and stated to be 40ft by 72ft (rather than the initially indicated 40ft by 40ft). Furthermore, the far end of the building has a separate framing system that includes a metal frame end wall. This end wall appears to have been added to the original building kit system.**
- **Updates to the initial scope and fee letter, dated October 16<sup>th</sup>, 2014, are provided in bold to account for the added scope.**

Scope:

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

1. Review of existing documentation (pictures, CAD drawings etc.)
2. Site visit to take pictures, sketches and measurements (structure overall and member sizes) of disassembled structure.
3. Structural calculations to support the structural design and demonstrate building code compliance of the metal building and foundation (if required), stamped by a licensed Professional Engineer in the state of Washington
4. 60% design review of the structural calculations (**for both the metal building and new concrete foundation in scope items 6 through 8 below**).
5. Submission of final calculations in PDF format which incorporate City of Gig Harbor review comments from 60% submittal. Professional engineers stamp and signature to be in electronic format.

City of Gig Harbor  
Operations Yard Metal Building

- 6. **Site visit to confirm dimensions of 20'x40' building and observe anticipated location for new concrete foundation.**
- 7. **Structural drawings (1 or 2 anticipated) to describe and detail the new concrete foundation and anchorage for the relocated 20'x40' building.**
- 8. **Structural calculations to support the design of the new foundation and anchorage as shown in the structural drawings.**
- 9. **Structural Design for the composite building to determine the adequacy of the kit frame to support the required additions.**

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

**Items specifically excluded for the new concrete foundation (tasks 6 to 8) include structural design of the existing 20'x40' building. The structure is assumed to be adequate for anticipated loads in its current state. The structural design is also assumed to remain adequate after elevating by 4-feet.**

Fee and Schedule

Based on the aforementioned scope, PSE's fees for professional services will be ~~\$3,100~~ ~~\$4,933~~ **\$5,853**. PSE anticipates that we will be able to start work shortly after receiving an order to proceed from the City of Gig Harbor. Once we are able to commence work, we anticipate the calculations will take less than three (4) weeks to complete, inclusive of an anticipated one (1) week window for City of Gig Harbor 60% review.

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

Scope and Fee Approval:

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

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

Sincerely,



12/3/2014

\_\_\_\_\_  
Erik Peterson, P.E.  
PSE Owner and Managing Principal  
Submitted via e-mail: [langhelmj@cityofgigharbor.net](mailto:langhelmj@cityofgigharbor.net)

Date

\_\_\_\_\_  
Jeff Langhelm, P.E.  
City of Gig Harbor

Date

Enclosures:

- PSE 2014 Fee Schedule
- Operations Yard Metal Building Fee Estimate





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

## Peterson Structural Engineers 2014 Fee Schedule

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

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

Direct Expenses will be billed at cost plus 10%

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

Sincerely,

A handwritten signature in blue ink that reads 'Bill Sandbo'. The signature is fluid and cursive, with the first name 'Bill' being more prominent than the last name 'Sandbo'.

Bill Sandbo, PE, LEED AP

Revised January 1<sup>st</sup>, 2014



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

## Peterson Structural Engineers

### Operations Yard Metal Building Fee Estimate (revised to include scope items 6 through 9, December 3rd, 2014)

Task #	Description					
1	Review of existing documentation	0	0.5	1	0	0 hrs.
2	Site Visit for photos and measurements	0	3	3	0	0 hrs.
3	Structural Calculations	0.5	2	10	0	0 hrs.
4	60% Design Review	0	0	0	0	0 hrs.
5	100% calculations in PDF format	0.5	1	2	0	0 hrs.
6	<b>Site visit to confirm dimensions</b>	<b>0</b>	<b>0.5</b>	<b>0.5</b>	<b>0</b>	<b>0 hrs.</b>
7	<b>Structural drawing(s) for new conc. fdn</b>	<b>0.5</b>	<b>1</b>	<b>5</b>	<b>0</b>	<b>0 hrs.</b>
8	<b>Structural calcs for new conc. fdn</b>	<b>0.5</b>	<b>1</b>	<b>5</b>	<b>0</b>	<b>0 hrs.</b>
9	<b>Additional site visit and increased scope for 40ftx72ft building</b>	<b>0</b>	<b>3</b>	<b>4</b>	<b>0</b>	<b>0 hrs.</b>
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		<b>2</b>	<b>12</b>	<b>30.5</b>	<b>0</b>	<b>0 hrs.</b>
	2 hrs. @ \$170/hr. =	\$	<b>340</b>			
	12 hrs. @ \$140/hr. =	\$	<b>1,680</b>			
	30.5 hrs. @ \$125/hr. =	\$	<b>3,813</b>			
	0 hrs. @ \$110/hr. =	\$	-			
	0 hrs. @ \$85/hr. =	\$	-			
	milage (30 miles R/T	\$	<b>20</b>			
	Fee Estimate	-----	<b>\$ 5,853</b>			

PETERSON STRUCTURAL ENGINEERS  
CONSULTING STRUCTURAL ENGINEERS  
TACOMA, WA

Printed December 3, 2014



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

**Subject:** Maritime Pier – Aquatic Lands Lease  
- Dept. of Natural Resources (DNR)

**Proposed Council Action:**  
Authorize the Mayor to sign DNR Aquatic  
Lands Lease No. 20-A080894.

**Dept. Origin:** Public Works

**Prepared by:** Jeff Langhelm, PE  
Public Works Director

**For Agenda of:** December 8, 2014

**Exhibits:** DNR Aquatic Lands Lease  
Initial & Date

**Concurred by Mayor:**

**Approved by City Administrator:** *RW 12/3/14*

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

**Approved by Finance Director:** *MP/DR 12.3.14*

**Approved by Department Head:** *SOX 12/3/14*

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

In June 2010, the City of Gig Harbor purchased upland property from Madison Shores Marina adjacent to the Soundview Drive street end for the purpose of developing a public use and access Maritime Pier for the community. In June 2012, the City obtained the final required permit to demolish the existing derelict structure and build the new pier, ramp and float. Approximately 450 square feet of the fully-grated portion of the pier are located within the tideland leasehold. The facility was open to the public on September 24, 2012. In January 2014, the leases were amended by DNR to change the use to include public use and access and loading/unloading of fishing and passenger vessels, adding a description of the new improvements on the leasehold, replacing the old survey with the new survey and increasing the square footage of the leasehold area from 846 square feet to 30,549 square feet.

Lease No. 20-80894 of first class tidelands expired on June 27, 2014. This new agreement renews the lease until June 27, 2024.

**FISCAL CONSIDERATION**

None

**BOARD OR COMMITTEE RECOMMENDATION**

None

**RECOMMENDATION/MOTION**

Authorize the Mayor to sign DNR Aquatic Lands Lease No. 20-A080894.

When recorded, return to:  
Terri Reed  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335



WASHINGTON STATE DEPARTMENT OF  
**Natural Resources**  
Peter Goldmark - Commissioner of Public Lands

### AQUATIC LANDS LEASE

#### Lease No. 20-A80894

Grantor: Washington State Department of Natural Resources  
Grantee(s): City of Gig Harbor  
Legal Description: Section 8, Township 21 North, Range 02 East, W.M.  
Assessor's Property Tax Parcel or Account Number: Not Applicable  
Assessor's Property Tax Parcel or Account Number for Upland parcel used in conjunction with this lease: Not Applicable

THIS LEASE is between the STATE OF WASHINGTON, acting through the Department of Natural Resources ("State"), and CITY OF GIG HARBOR, a government agency ("Tenant").

### BACKGROUND

Tenant desires to lease the aquatic lands commonly known as Gig Harbor Bay, which are unplatted first class tidelands located in Pierce County, Washington, from State, and State desires to lease the property to Tenant pursuant to the terms and conditions of this Lease. State has authority to enter into this Lease under Chapter 43.12, Chapter 43.30 and Title 79 of the Revised Code of Washington (RCW).

THEREFORE, the Parties agree as follows:

## SECTION 1 PROPERTY

### 1.1 Property Defined.

- (a) State leases to Tenant and Tenant leases from State the real property described in Exhibit A together with all the rights of State, if any, to improvements on and easements benefiting the Property, but subject to the exceptions and restrictions set forth in this Lease (collectively the "Property").
- (b) This Lease is subject to all valid interests of third parties noted in the records of Pierce County, or on file in the Office of the Commissioner of Public Lands, Olympia, Washington; rights of the public under the Public Trust Doctrine or federal navigation servitude; and treaty rights of Indian Tribes.
- (c) This Lease does not include a right to harvest, collect or damage natural resources, including aquatic life or living plants; water rights; mineral rights; or a right to excavate or withdraw sand, gravel, or other valuable materials.
- (d) State reserves the right to grant easements and other land uses on the Property to others when the easement or other land uses will not interfere unreasonably with the Permitted Use.

### 1.2 Survey and Property Descriptions.

- (a) Tenant prepared Exhibit A, which describes the Property. Tenant warrants that Exhibit A is a true and accurate description of the Lease boundaries and the improvements to be constructed or already existing in the Lease area. Tenant's obligation to provide a true and accurate description of the Property boundaries is a material term of this Lease.
- (b) State's acceptance of Exhibit A does not constitute agreement that Tenant's property description accurately reflects the actual amount of land used by Tenant. State reserves the right to retroactively adjust rent if at any time during the term of the Lease State discovers a discrepancy between Tenant's property description and the area actually used by Tenant.

**1.3 Inspection.** State makes no representation regarding the condition of the Property, improvements located on the Property, the suitability of the Property for Tenant's Permitted Use, compliance with governmental laws and regulations, availability of utility rights, access to the Property, or the existence of hazardous substances on the Property. Tenant inspected the Property and accepts it "AS IS."

## SECTION 2 USE

**2.1 Permitted Use.** Tenant shall use the Property for public use and access, loading/unloading of fishing and passenger vessels (the "Permitted Use"), and for no other purpose. This is a water dependent use. Exhibit B describes the Permitted Use in detail. The Permitted Use is subject to additional obligations in Exhibit B.

**2.2 Restrictions on Permitted Use and Operations.** The following limitations apply to the Property and adjacent state-owned aquatic land. Tenant's compliance with the following does not limit Tenant's liability under any other provision of this Lease.

- (a) Tenant shall not cause or permit:
  - (1) Damage to natural resources,
  - (2) Waste, or
  - (3) Deposit of material, unless approved by State in writing. This prohibition includes deposit of fill, rock, earth, ballast, wood waste, refuse, garbage, waste matter, pollutants of any type, or other matter.

**2.3 Conformance with Laws.** Tenant shall, at all times, keep current and comply with all conditions and terms of permits, licenses, certificates, regulations, ordinances, statutes, and other government rules and regulations regarding Tenant's use or occupancy of the Property.

**2.4 Liens and Encumbrances.** Unless expressly authorized by State in writing, Tenant shall keep the Property free and clear of liens or encumbrances arising from the Permitted Use or Tenant's occupancy of the Property.

### SECTION 3 TERM

**3.1 Term Defined.** The term of this Lease is nine (9) years and seven (7) months (the "Term"), beginning on the 28th day of November, 2014 (the "Commencement Date"), and ending on the 27th day of June, 2024 (the "Termination Date"), unless terminated sooner under the terms of this Lease.

- (a) **Early Termination:** Per RCW 79.125.410, this Lease shall be subject to termination upon ninety days' notice to the Tenant in the event that State shall decide that it is in the best interest of the State of Washington that the Property or such portion thereof consisting of unplatted first class tidelands be surveyed and platted.

**3.2 Renewal of the Lease.** This Lease does not provide a right of renewal. Tenant may apply for a new lease, which State has discretion to grant. Tenant must apply for a new lease at least one (1) year prior to Termination Date. State will notify Tenant within ninety (90) days of its intent to approve or deny a new Lease.

**3.3 End of Term.**

- (a) Upon the expiration or termination of this Lease, Tenant shall remove Improvements in accordance with Section 7, Improvements, and surrender the



Property to State in the same or better condition as on the Commencement Date, reasonable wear and tear excepted.

- (b) Definition of Reasonable Wear and Tear.
  - (1) Reasonable wear and tear is deterioration resulting from the Permitted Use that has occurred without neglect, negligence, carelessness, accident, or abuse of the Property by Tenant or any other person on the premises with the permission of Tenant.
  - (2) Reasonable wear and tear does not include unauthorized deposit of material prohibited under Paragraph 2.2 regardless of whether the deposit is incidental to or the byproduct of the Permitted Use.
- (c) If Property is in worse condition, excepting for reasonable wear and tear, on the surrender date than on the Commencement Date, the following provisions apply.
  - (1) State shall provide Tenant a reasonable time to take all steps necessary to remedy the condition of the Property. State may require Tenant to enter into a right-of-entry or other use authorization prior to the Tenant entering the Property if the Lease has terminated.
  - (2) If Tenant fails to remedy the condition of the Property in a timely manner, State may take steps reasonably necessary to remedy Tenant's failure. Upon demand by State, Tenant shall pay all costs of State's remedy, including but not limited to the costs of removing and disposing of material deposited improperly on the Property, lost revenue resulting from the condition of the Property, and administrative costs associated with the State's remedy.

### **3.4 Holdover.**

- (a) If Tenant remains in possession of the Property after the Termination Date, the occupancy will not be an extension or renewal of the Term. The occupancy will be a month-to-month tenancy, on terms identical to the terms of this Lease, which either Party may terminate on thirty (30) days' written notice.
  - (1) The monthly rent during the holdover will be the same rent that would be due if the Lease were still in effect and all adjustments in rent were made in accordance with its terms.
  - (2) Payment of more than the monthly rent will not be construed to create a periodic tenancy longer than month-to-month. If Tenant pays more than the monthly rent and State provides notice to vacate the property, State shall refund the amount of excess payment remaining after the Tenant ceases occupation of the Property.
- (b) If State notifies Tenant to vacate the Property and Tenant fails to do so within the time set forth in the notice, Tenant will be a trespasser and shall owe the State all amounts due under RCW 79.02.300 or other applicable law.

## SECTION 4 RENT

### 4.1 Annual Rent.

- (a) Until adjusted as set forth below, Tenant shall pay to State an annual rent of Zero (\$0.00).
- (b) The annual rent, as it currently exists or as adjusted or modified (the "Annual Rent"), is due and payable in full on or before the Commencement Date and on or before the same date of each year thereafter. Any payment not paid by State's close of business on the date due is past due.

**4.2 Payment Place.** Tenant shall make payment to Financial Management Division, 1111 Washington St SE, PO Box 47041, Olympia, WA 98504-7041.

**4.3 Adjustment Based on Use.** Annual Rent is based on Tenant's Permitted Use of the Property, as described in Section 2 above. If Tenant's Permitted Use changes, the Annual Rent shall be adjusted as appropriate for the changed use.

### 4.4 Rent Adjustment Procedures.

- (a) Notice of Rent Adjustment. State shall provide notice of adjustments to the Annual Rent allowed under Paragraphs 4.5(b) to Tenant in writing no later than ninety (90) days after the anniversary date of the Lease.
- (b) Procedures on Failure to make Timely Adjustment. If the State fails to provide the notice required in Paragraph 4.4(a), State shall not collect the adjustment amount for the year in which State failed to provide notice. Upon providing notice of adjustment, State may adjust and prospectively bill Annual Rent as if missed or waived adjustments had been implemented at the proper interval. This includes the implementation of any inflation adjustment.

### 4.5 Rent Adjustments for Water-Dependent Uses.

- (a) Inflation Adjustment. State shall adjust water-dependent rent annually pursuant to RCW 79.105.200-.360, except in those years in which State revalues the rent under Paragraph 4.5(b) below. This adjustment will be effective on the anniversary of the Commencement Date.
- (b) Revaluation of Rent. At the end of the first four-year period of the Term, and at the end of each subsequent four-year period, State shall revalue the water-dependent Annual Rent in accordance with RCW 79.105.200-.360.
- (c) Rent Cap. State shall increase rent incrementally in compliance with RCW 79.105.260 as follows: If application of the statutory rent formula for water-dependent uses would result in an increase in the rent attributable to such uses of more than fifty percent (50%) in any one year, State shall limit the actual increase implemented in such year to fifty percent (50%) of the then-existing rent. In subsequent, successive years, State shall increase the rental amount incrementally until the State implements the full amount of increase as determined by the statutory rent formula.



## SECTION 5 OTHER EXPENSES

**5.1 Utilities.** Tenant shall pay all fees charged for utilities required or needed by the Permitted Use.

**5.2 Taxes and Assessments.** Tenant shall pay all taxes (including leasehold excise taxes), assessments, and other governmental charges applicable or attributable to the Property, Tenant's leasehold interest, the improvements, or Tenant's use and enjoyment of the Property.

**5.3 Right to Contest.** If in good faith, Tenant may contest any tax or assessment at its sole cost and expense. At the request of State, Tenant shall furnish reasonable protection in the form of a bond or other security, satisfactory to State, against loss or liability resulting from such contest.

**5.4 Proof of Payment.** If required by State, Tenant shall furnish to State receipts or other appropriate evidence establishing the payment of amounts this Lease requires Tenant to pay.

**5.5 Failure to Pay.** If Tenant fails to pay amounts due under this Lease, State may pay the amount due, and recover its cost in accordance with Section 6.

## SECTION 6 LATE PAYMENTS AND OTHER CHARGES

**6.1 Failure to Pay Rent.** Failure to pay rent is a default by the Tenant. State may seek remedies under Section 14 as well as late charges and interest as provided in this Section 6.

**6.2 Late Charge.** If State does not receive full rent payment within ten (10) days of the date due, Tenant shall pay to State a late charge equal to four percent (4%) of the unpaid amount or Fifty Dollars (\$50), whichever is greater, to defray the overhead expenses of State incident to the delay.

**6.3 Interest Penalty for Past Due Rent and Other Sums Owed.**

- (a) Tenant shall pay interest on the past due rent at the rate of one percent (1%) per month until paid, in addition to paying the late charges determined under Paragraph 6.2. Rent not paid by the close of business on the due date will begin accruing interest the day after the due date.
- (b) If State pays or advances any amounts for or on behalf of Tenant, Tenant shall reimburse State for the amount paid or advanced and shall pay interest on that amount at the rate of one percent (1%) per month from the date State notifies Tenant of the payment or advance. This includes, but is not limited to, State's payment of taxes of any kind, assessments, insurance premiums, costs of removal

and disposal of materials or Improvements under any provision of this Lease, or other amounts not paid when due.

**6.4 Referral to Collection Agency and Collection Agency Fees.** If State does not receive full payment within thirty (30) days of the due date, State may refer the unpaid amount to a collection agency as provided by RCW 19.16.500 or other applicable law. Upon referral, Tenant shall pay collection agency fees in addition to the unpaid amount.

**6.5 No Accord and Satisfaction.** If Tenant pays, or State otherwise receives, an amount less than the full amount then due, State may apply such payment as it elects. State may accept payment in any amount without prejudice to State's right to recover the balance of the rent or pursue any other right or remedy. No endorsement or statement on any check, any payment, or any letter accompanying any check or payment constitutes accord and satisfaction.

**6.6 No Counterclaim, Setoff, or Abatement of Rent.** Except as expressly set forth elsewhere in this Lease, Tenant shall pay rent and all other sums payable by Tenant without the requirement that State provide prior notice or demand. Tenant's payment is not subject to counterclaim, setoff, deduction, defense or abatement.

## SECTION 7 IMPROVEMENTS

### 7.1 Improvements Defined.

- (a) "Improvements," consistent with RCW 79.105 through 79.145, are additions within, upon, or attached to the land. This includes, but is not limited to, fill, structures, bulkheads, docks, pilings, and other fixtures.
- (b) "Personal Property" means items that can be removed from the Property without (1) injury to the Property or Improvements or (2) diminishing the value or utility of the Property or Improvements.
- (c) "State-Owned Improvements" are Improvements made or owned by State. State-Owned Improvements includes any construction, alteration, or addition to State-Owned Improvements made by Tenant.
- (d) "Tenant-Owned Improvements" are Improvements authorized by State and (1) made by Tenant or (2) acquired by Tenant from the prior tenant.
- (e) "Unauthorized Improvements" are Improvements made on the Property without State's prior consent or Improvements made by Tenant that do not conform to plans submitted to and approved by the State.

**7.2 Existing Improvements.** On the Commencement Date, the following Improvements are located on the Property: Approximately 450 square feet of a wood framed pier with 100% grated surface and four (4) steel piling. The Improvements are Tenant-Owned.

**7.3 Construction, Major Repair, Modification, and Demolition.**

- (a) This Paragraph 7.3 governs construction, alteration, replacement, major repair, modification, demolition, and deconstruction of Improvements (“Work”). Section 11 governs routine maintenance and minor repair.
- (b) All Work must conform to requirements under Paragraph 7.4. Paragraph 11.3, which applies to routine maintenance and minor repair, also applies to all Work under this Paragraph 7.3.
- (c) Except in an emergency, Tenant shall not conduct Work, without State’s prior written consent, as follows:
  - (1) State may deny consent if State determines that denial is in the best interests of the State or if proposed Work does not comply with Paragraphs 7.4 and 11.3. State may impose additional conditions reasonably intended to protect and preserve the Property. If Work is for removal of Improvements at End of Term, State may waive removal of some or all Improvements.
  - (2) Except in an emergency, Tenant shall submit to State plans and specifications describing the proposed Work at least sixty (60) days before submitting permit applications to regulatory authorities unless Tenant and State otherwise agree to coordinate permit applications. At a minimum, or if no permits are necessary, Tenant shall submit plans and specifications at least ninety (90) days before commencement of Work.
  - (3) State waives the requirement for consent if State does not notify Tenant of its grant or denial of consent within sixty (60) days of submittal.
- (d) Tenant shall notify State of emergency Work within five (5) business days of the start of such Work. Upon State’s request, Tenant shall provide State with plans and specifications or as-builts of emergency Work.
- (e) Tenant shall not commence or authorize Work until Tenant or Tenant’s contractor has:
  - (1) Obtained a performance and payment bond in an amount equal to one hundred twenty-five percent (125%) of the estimated cost of construction. Tenant shall maintain the performance and payment bond until Tenant pays in full the costs of the Work, including all laborers and material persons.
  - (2) Obtained all required permits.
- (f) Before completing Work, Tenant shall remove all debris and restore the Property to an orderly and safe condition. If Work is intended for removal of Improvements at End of Term, Tenant shall restore the Property in accordance with Paragraph 3.3, End of Term.
- (g) Upon completing work, Tenant shall promptly provide State with as-built plans and specifications.
- (h) State shall not charge rent for authorized Improvements installed by Tenant during this Term of this Lease, but State may charge rent for such Improvements when and if Tenant or successor obtains a subsequent use authorization for the Property and State has waived the requirement for Improvements to be removed as provided in Paragraph 7.5.

**7.4 Standards for Work.**

- (a) Applicability of Standards for Work.
  - (1) The standards for Work in Paragraph 7.4(b) apply to Work commenced in the five year period following the Commencement Date. Work has commenced if State has approved plans and specifications.
  - (2) If Tenant undertakes Work five years or more after the Commencement Date, Tenant shall comply with State's then current standards for Work.
  - (3) At Tenant's option, Tenant may ascertain State's current standards for Work as follows:
    - (i) Before submitting plans and specifications for State's approval as required by Paragraph 7.3 of the Lease, Tenant shall request State to provide Tenant with then current standards for Work on State-owned Aquatic Lands.
    - (ii) Within thirty (30) days of receiving Tenant's request, State shall provide Tenant with current standards for Work, which will be effective for the purpose of State's approval of Tenant's proposed Work provided Tenant submits plans and specifications for State's approval within two (2) years of Tenant's request for standards.
    - (iii) If State does not timely provide current standards upon Tenant's request, the standards under Paragraph 7.4(b) apply to Tenant's Work provided Tenant submits plans and specifications as required by Paragraph 7.3 within two (2) years of Tenant's request for standards.
    - (iv) If Tenant fails to (1) make a request for current standards or (2) timely submit plans and specifications to State after receiving current standards, Tenant shall make changes in plans or Work necessary to conform to current standards for Work upon State's demand.
- (b) Standards for Work.
  - (i) State will not approve plans to construct new Improvements or expand or remove existing Improvements in or over habitats designated by State as important habitat. Tenant shall confirm location of important habitat on Property, if any, with State before submitting plans and specifications in accordance with Paragraph 7.3.

**7.5 Tenant-Owned Improvements at End of Lease.**

- (a) Disposition.
  - (1) Tenant shall remove Tenant-Owned Improvements in accordance with Paragraph 7.3 upon the expiration, termination, or cancellation of the Lease unless State waives the requirement for removal.
  - (2) Tenant-Owned Improvements remaining on the Property on the expiration, termination or cancellation date shall become State-Owned Improvements without payment by State, unless State elects otherwise.

- State may refuse or waive ownership. If RCW 79.125.300 or 79.130.040 apply at the time this Lease expires, Tenant could be entitled to payment by the new tenant for Tenant-Owned Improvements.
- (3) If Tenant-Owned Improvements remain on the Property after the expiration, termination, or cancellation date without State's consent, State may remove all Improvements and Tenant shall pay State's costs.
- (b) **Conditions Under Which State May Waive Removal of Tenant-Owned Improvements.**
- (1) State may waive removal of some or all Tenant-Owned Improvements whenever State determines that it is in the best interests of the State and regardless of whether Tenant re-leases the Property.
  - (2) If Tenant re-leases the Property, State may waive requirement to remove Tenant-Owned Improvements. State also may consent to Tenant's continued ownership of Tenant-Owned Improvements.
  - (3) If Tenant does not re-lease the Property, State may waive requirement to remove Tenant-Owned Improvements upon consideration of a timely request from Tenant, as follows:
    - (i) Tenant must notify State at least one (1) year before the Termination Date of its request to leave Tenant-Owned Improvements.
    - (ii) State, within ninety (90) days of receiving Tenant's notification, will notify Tenant whether State consents to some or all Tenant-Owned Improvements remaining. State has no obligation to grant consent.
    - (iii) State's failure to respond to Tenant's request to leave Improvements within ninety (90) days is a denial of the request.
- (c) **Tenant's Obligations if State Waives Removal.**
- (1) Tenant shall not remove Improvements if State waives the requirement for removal of some or all Tenant-Owned Improvements.
  - (2) Tenant shall maintain such Improvements in accordance with this Lease until the expiration, termination, or cancellation date. Tenant is liable to State for cost of repair if Tenant causes or allows damage to Improvements State has designated to remain.

**7.6 Disposition of Unauthorized Improvements.**

- (a) Unauthorized Improvements belong to State, unless State elects otherwise.
- (b) State may either:
  - (1) Consent to Tenant ownership of the Improvements, or
  - (2) Charge rent for use of the Improvements from the time of installation or construction and
    - (i) Require Tenant to remove the Improvements in accordance with Paragraph 7.3, in which case Tenant shall pay rent for the Improvements until removal, or
    - (ii) Consent to Improvements remaining and Tenant shall pay rent for the use of the Improvements, or

- (iii) Remove Improvements and Tenant shall pay for the cost of removal and disposal, in which case Tenant shall pay rent for use of the Improvements until removal and disposal.

**7.7 Disposition of Personal Property.**

- (a) Tenant retains ownership of Personal Property unless Tenant and State agree otherwise in writing.
- (b) Tenant shall remove Personal Property from the Property by the Termination Date. Tenant is liable for damage to the Property and Improvements resulting from removal of Personal Property.
- (c) State may sell or dispose of all Personal Property left on the Property after the Termination Date.
  - (1) If State conducts a sale of Personal Property, State shall apply proceeds first to the State's administrative costs in conducting the sale, second to payment of amount that then may be due from the Tenant to the State. State shall pay the remainder, if any, to the Tenant.
  - (2) If State disposes of Personal Property, Tenant shall pay for the cost of removal and disposal.

**SECTION 8 ENVIRONMENTAL LIABILITY/RISK ALLOCATION**

**8.1 Definitions.**

- (a) "Hazardous Substance" means any substance that now or in the future becomes regulated or defined under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to human health, environmental protection, contamination, pollution, or cleanup.
- (b) "Release or threatened release of Hazardous Substance" means a release or threatened release as defined under any law described in Paragraph 8.1(a).
- (c) "Utmost care" means such a degree of care as would be exercised by a very careful, prudent, and competent person under the same or similar circumstances; the standard of care applicable under the Washington State Model Toxics Control Act ("MTCA"), Chapter 70.105 RCW, as amended.
- (d) "Tenant and affiliates" when used in this Section 8 means Tenant or Tenant's subtenants, contractors, agents, employees, guests, invitees, licensees, affiliates, or any person on the Property with the Tenant's permission.
- (e) "Liabilities" as used in this Section 8 means any claims, demands, proceedings, lawsuits, damages, costs, expenses, fees (including attorneys' fees and disbursements), penalties, or judgments.

**8.2 General Conditions.**

- (a) Tenant's obligations under this Section 8 extend to the area in, on, under, or above
  - (1) The Property and

- (2) Adjacent state-owned aquatic lands if affected by a release of Hazardous Substances that occurs as a result of the Permitted Use.
- (b) Standard of Care.
  - (1) Tenant shall exercise the utmost care with respect to Hazardous Substances.
  - (2) Tenant shall exercise utmost care for the foreseeable acts or omissions of third parties with respect to Hazardous Substances, and the foreseeable consequences of those acts or omissions, to the extent required to establish a viable, third-party defense under the law.

**8.3 Current Conditions and Duty to Investigate.**

- (a) State makes no representation about the condition of the Property. Hazardous Substances may exist in, on, under, or above the Property.
- (b) This Lease does not impose a duty on State to conduct investigations or supply information to Tenant about Hazardous Substances.
- (c) Tenant is responsible for conducting all appropriate inquiry and gathering sufficient information about the existence, scope, and location of Hazardous Substances on or near the Property necessary for Tenant to meet Tenant's obligations under this Lease and utilize the Property for the Permitted Use.

**8.4 Use of Hazardous Substances.**

- (a) Tenant and affiliates shall not use, store, generate, process, transport, handle, release, or dispose of Hazardous Substances, except in accordance with all applicable laws.
- (b) Tenant shall not undertake, or allow others to undertake by Tenant's permission, acquiescence, or failure to act, activities that result in a release or threatened release of Hazardous Substances.
- (c) If use of Hazardous Substances related to Tenant's use or occupancy of the Property results in violation of law:
  - (1) Tenant shall submit to State any plans for remedying the violations, and
  - (2) Tenant shall implement any remedial measures to restore the Property or natural resources that State may require in addition to remedial measures required by regulatory authorities.

**8.5 Management of Contamination, if any.**

- (a) Tenant and affiliates shall not undertake activities that:
  - (1) Damage or interfere with the operation of remedial or restoration activities, if any;
  - (2) Result in human or environmental exposure to contaminated sediments, if any;
  - (3) Result in the mechanical or chemical disturbance of on-site habitat mitigation, if any.
- (b) If requested, Tenant shall allow reasonable access to:

- (1) Employees and authorized agents of the Environmental Protection Agency, the Washington State Department of Ecology, health department, or other similar environmental agencies; and
- (2) Potentially liable or responsible parties who are the subject of an order or consent decree that requires access to the Property. Tenant may negotiate an access agreement with such parties, but Tenant may not unreasonably withhold such agreement.

**8.6 Notification and Reporting.**

- (a) Tenant shall immediately notify State if Tenant becomes aware of any of the following:
  - (1) A release or threatened release of Hazardous Substances;
  - (2) Any new discovery of or new information about a problem or liability related to, or derived from, the presence of Hazardous Substances;
  - (3) Any lien or action arising from Hazardous Substances;
  - (4) Any actual or alleged violation of any federal, state, or local statute, ordinance, rule, regulation, or other law pertaining to Hazardous Substances;
  - (5) Any notification from the US Environmental Protection Agency (EPA) or the Washington State Department of Ecology (DOE) that remediation or removal of Hazardous Substances is or may be required at the Property.
- (b) Tenant's duty to report under Paragraph 8.6(a) extends to lands described in Paragraph 8.2(a) and to any other property used by Tenant in conjunction with the Property if a release of Hazardous Substances on the other property could affect the Property.
- (c) Tenant shall provide State with copies of all documents Tenant submits to any federal, state or local authorities concerning environmental impacts or proposals relative to the Property. Documents subject to this requirement include, but are not limited to, applications, reports, studies, or audits for National Pollution Discharge and Elimination System Permits; Army Corps of Engineers permits; State Hydraulic Project Approvals (HPA); State Water Quality certification; Substantial Development permit; and any reporting necessary for the existence, location, and storage of Hazardous Substances on the Property.

**8.7 Indemnification.**

- (a) Tenant shall fully indemnify, defend, and hold State harmless from and against Liabilities that arise out of, or relate to:
  - (1) The use, storage, generation, processing, transportation, handling, or disposal of any Hazardous Substance by Tenant and affiliates occurring whenever Tenant occupies or has occupied the Property;
  - (2) The release or threatened release of any Hazardous Substance resulting from any act or omission of Tenant and affiliates occurring whenever Tenant occupies or has occupied the Property.
- (b) Tenant shall fully indemnify, defend, and hold State harmless for Liabilities that arise out of or relate to Tenant's breach of obligations under Paragraph 8.5.



- (c) Tenant has no duty to indemnify State for acts or omissions of third parties unless and only if an administrative or legal proceeding arising from a release or threatened release of Hazardous Substances finds or holds that Tenant failed to exercise care as described in Paragraph 8.2(b)(2)). In such case, Tenant shall fully indemnify, defend, and hold State harmless from and against Liabilities arising from the acts or omissions of third parties in relation to the release or threatened release of Hazardous Substances. This includes Liabilities arising before the finding or holding in the proceeding.

**8.8 Reservation of Rights.**

- (a) For Liabilities not covered by the indemnification provisions of Paragraph 8.7, the Parties expressly reserve and do not waive any rights, claims, immunities, causes of action, or defenses relating to Hazardous Substances that either Party may have against the other under law.
- (b) The Parties expressly reserve all rights, claims, immunities, and defenses either Party may have against third parties. Nothing in this Section 8 benefits or creates rights for third parties.
- (c) The allocations of risks, Liabilities, and responsibilities set forth in this Section 8 do not release either Party from or affect the liability of either Party for Hazardous Substances claims or actions by regulatory agencies.

**8.9 Cleanup.**

- (a) If Tenant's act, omission, or breach of obligation under Paragraph 8.4 results in a release of Hazardous Substances that exceeds the threshold limits of any applicable regulatory standard, Tenant shall, at Tenant's sole expense, promptly take all actions necessary or advisable to clean up the Hazardous Substances in accordance with applicable law.
- (b) Tenant may undertake a cleanup of the Property pursuant to the Washington State Department of Ecology's Voluntary Cleanup Program, provided that Tenant cooperates with the Department of Natural Resources in development of cleanup plans. Tenant shall not proceed with Voluntary Cleanup without the Department of Natural Resources approval of final plans. Nothing in the operation of this provision is an agreement by the Department of Natural Resources that the Voluntary Cleanup complies with any laws or with the provisions of this Lease. Tenant's completion of a Voluntary Cleanup is not a release from or waiver of any obligation for Hazardous Substances under this Lease.

**8.10 Sampling by State, Reimbursement, and Split Samples.**

- (a) State may enter the Property and conduct sampling, tests, audits, surveys, or investigations ("Tests") of the Property at any time to determine the existence, scope, or effects of Hazardous Substances.
- (b) If such Tests, along with any other information, demonstrate a breach of Tenant's obligations regarding Hazardous Substances under this Lease, Tenant shall promptly reimburse State for all costs associated with the Tests, provided State

gave Tenant thirty (30) calendar days advance notice in nonemergencies and reasonably practical notice in emergencies.

- (c) In nonemergencies, Tenant is entitled to obtain split samples of Test samples, provided Tenant gives State written notice requesting split samples at least ten (10) calendar days before State conducts Tests. Upon demand, Tenant shall promptly reimburse State for additional cost, if any, of split samples.
- (d) If either Party conducts Tests on the Property, the conducting Party shall provide the other with validated final data and quality assurance/quality control/chain of custody information about the Tests within sixty (60) calendar days of a written request by the other party, unless Tests are part of a submittal under Paragraph 8.6(c) in which case Tenant shall submit data and information to State without written request by State. Neither party is obligated to provide any analytical summaries or the work product of experts.

## SECTION 9 ASSIGNMENT AND SUBLETTING

**9.1 State Consent Required.** Tenant shall not convey, transfer, or encumber any part of Tenant's interest in this Lease or the Property without State's prior written consent, which State shall not unreasonably condition or withhold.

- (a) In determining whether to consent, State may consider, among other items, the proposed transferee's financial condition, business reputation and experience, the nature of the proposed transferee's business, the then-current value of the Property, and such other factors as may reasonably bear upon the suitability of the transferee as a tenant of the Property. Tenant shall submit information regarding any proposed transferee to State at least thirty (30) days prior to the date of the proposed transfer.
- (b) State reserves the right to condition its consent upon:
  - (1) Changes in the terms and conditions of this Lease, including, but not limited to, the Annual Rent; and/or
  - (2) The agreement of Tenant or transferee to conduct Tests for Hazardous Substances on the Property or on other property owned or occupied by Tenant or the transferee.
- (c) Each permitted transferee shall assume all obligations under this Lease, including the payment of rent. No assignment, sublet, or transfer shall release, discharge, or otherwise affect the liability of Tenant.
- (d) State's consent under this Paragraph 9.1 does not constitute a waiver of any claims against Tenant for the violation of any term of this Lease.

**9.2 Rent Payments Following Assignment.** The acceptance by State of the payment of rent following an assignment or other transfer does not constitute consent to any assignment or transfer.

**9.3 Terms of Subleases.**

- (a) Tenant shall submit the terms of all subleases to State for approval.

- (b) Tenant shall incorporate the following requirements in all subleases:
- (1) The sublease must be consistent with and subject to all the terms and conditions of this Lease;
  - (2) The sublease must provide that this Lease controls if the terms of the sublease conflict with the terms of this Lease;
  - (3) The term of the sublease (including any period of time covered by a renewal option) must end before the Termination Date of the initial Term or any renewal term;
  - (4) The sublease must terminate if this Lease terminates for any reason;
  - (5) The subtenant must receive and acknowledge receipt of a copy of this Lease;
  - (6) The sublease must prohibit the prepayment to Tenant by the subtenant of more than the annual rent;
  - (7) The sublease must identify the rental amount subtenant is to pay to Tenant;
  - (8) The sublease must provide that there is no privity of contract between the subtenant and State;
  - (9) The sublease must require removal of the subtenant's Improvements and Personal Property upon termination of the sublease;
  - (10) The subtenant's permitted use must be within the scope of the Permitted Use; and
  - (11) The sublease must require the subtenant to meet all obligations of Tenant under Section 10, Indemnification, Financial Security, and Insurance.

**9.4 Short-Term Subleases of Moorage Slips.** Short-term subleasing of moorage slips for a term of less than one year does not require State's written consent or approval pursuant to Paragraphs 9.1 or 9.3. Tenant shall conform moorage sublease agreements to the sublease requirements in Paragraph 9.3.

## SECTION 10 INDEMNITY, FINANCIAL SECURITY, INSURANCE

**10.1 Indemnity.** Each Party shall be responsible for the actions and inactions of itself and its own officers, employees, and agents acting within the scope of their authority.

### 10.2 Insurance Terms.

- (a) Insurance Required.
- (1) At its own expense, Tenant shall procure and maintain during the Term of this Lease, the insurance coverages and limits described in this Paragraph 10.2 and in Paragraph 10.3, Insurance Types and Limits. State may terminate this Lease if Tenant fails to maintain required insurance.
  - (2) Unless State agrees to an exception, Tenant shall provide insurance issued by an insurance company or companies admitted to do business in the State of Washington and have a rating of A- or better by the most recently published edition of Best's Reports. Tenant may submit a request to the

- risk manager for the Department of Natural Resources to approve an exception to this requirement. If an insurer is not admitted, the insurance policies and procedures for issuing the insurance policies shall comply with Chapter 48.15 RCW and 284-15 WAC.
- (3) All general liability, excess, umbrella, property, builder's risk, and pollution legal liability insurance policies must name the State of Washington, the Department of Natural Resources, its elected and appointed officials, agents, and employees as an additional insured.
  - (4) All insurance provided in compliance with this Lease must be primary as to any other insurance or self-insurance programs afforded to or maintained by State.
- (b) Waiver.
- (1) Tenant waives all rights against State for recovery of damages to the extent insurance maintained pursuant to this Lease covers these damages.
  - (2) Except as prohibited by law, Tenant waives all rights of subrogation against State for recovery of damages to the extent that they are covered by insurance maintained pursuant to this lease.
- (c) Proof of Insurance.
- (1) Tenant shall provide State with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with insurance requirements specified in this Lease and, if requested, copies of policies to State.
  - (2) The certificate(s) of insurance must reference additional insureds and the Lease number.
  - (3) Receipt of such certificates or policies by State does not constitute approval by State of the terms of such policies.
- (d) State must receive written notice before cancellation or non-renewal of any insurance required by this Lease, as follows:
- (1) Insurers subject to RCW 48.18 (admitted and regulated by the Insurance Commissioner): If cancellation is due to non-payment of premium, provide State ten (10) days' advance notice of cancellation; otherwise, provide State forty-five (45) days' advance notice of cancellation or non-renewal.
  - (2) Insurers subject to RCW 48.15 (surplus lines): If cancellation is due to non-payment of premium, provide State ten (10) days' advance notice of cancellation; otherwise, provide State thirty (30) days' advance notice of cancellation or non-renewal.
- (e) Adjustments in Insurance Coverage.
- (1) State may impose changes in the limits of liability for all types of insurance as State deems necessary.
  - (2) Tenant shall secure new or modified insurance coverage within thirty (30) days after State requires changes in the limits of liability.
- (f) If Tenant fails to procure and maintain the insurance described above within fifteen (15) days after Tenant receives a notice to comply from State, State may either:

- (1) Deem the failure an Event of Default under Section 14, or
  - (2) Procure and maintain comparable substitute insurance and pay the premiums. Upon demand, Tenant shall pay to State the full amount paid by State, together with interest at the rate provided in Paragraph 6.2 from the date of State's notice of the expenditure until Tenant's repayment.
- (g) General Terms.
- (1) State does not represent that coverage and limits required under this Lease are adequate to protect Tenant.
  - (2) Coverage and limits do not limit Tenant's liability for indemnification and reimbursements granted to State under this Lease.
  - (3) The Parties shall use any insurance proceeds payable by reason of damage or destruction to property first to restore the real property covered by this Lease, then to pay the cost of the reconstruction, then to pay the State any sums in arrears, and then to Tenant.

### 10.3 Insurance Types and Limits.

- (a) General Liability Insurance.
- (1) Tenant shall maintain commercial general liability insurance (CGL) or marine general liability (MGL) covering claims for bodily injury, personal injury, or property damage arising on the Property and/or arising out of Tenant's use, occupation, or control of the Property and, if necessary, commercial umbrella insurance with a limit of not less than One Million Dollars (\$1,000,000) per each occurrence. If such CGL or MGL insurance contains aggregate limits, the general aggregate limit must be at least twice the "each occurrence" limit. CGL or MGL insurance must have products-completed operations aggregate limit of at least two times the "each occurrence" limit.
  - (2) CGL insurance must be written on Insurance Services Office (ISO) Occurrence Form CG 00 01 (or a substitute form providing equivalent coverage). All insurance must cover liability arising out of premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract) and contain separation of insured (cross-liability) condition.
  - (3) MGL insurance must have no exclusions for non-owned watercraft.
- (b) Workers' Compensation.
- (1) State of Washington Workers' Compensation.
    - (i) Tenant shall comply with all State of Washington workers' compensation statutes and regulations. Tenant shall provide workers' compensation coverage for all employees of Tenant. Coverage must include bodily injury (including death) by accident or disease, which arises out of or in connection with Tenant's use, occupation, and control of the Property.

- (ii) If Tenant fails to comply with all State of Washington workers' compensation statutes and regulations and State incurs fines or is required by law to provide benefits to or obtain coverage for such employees, Tenant shall indemnify State. Indemnity shall include all fines; payment of benefits to Tenant, employees, or their heirs or legal representatives; and the cost of effecting coverage on behalf of such employees.
- (2) Longshore and Harbor Workers' and Jones Acts. Longshore and Harbor Workers' Act (33 U.S.C. Section 901 *et seq.*) and/or the Jones Act (46 U.S.C. Section 688) may require Tenant to provide insurance coverage in some circumstances. Tenant shall ascertain if such insurance is required and, if required, shall maintain insurance in compliance with law. Tenant is responsible for all civil and criminal liability arising from failure to maintain such coverage.
- (c) Employers' Liability Insurance. Tenant shall procure employers' liability insurance, and, if necessary, commercial umbrella liability insurance with limits not less than One Million Dollars (\$1,000,000) each accident for bodily injury by accident or One Million Dollars (\$1,000,000) each employee for bodily injury by disease.
- (d) Property Insurance.
  - (1) Tenant shall buy and maintain property insurance covering all real property and fixtures, equipment, tenant improvements and betterments (regardless of whether owned by Tenant or State). Such insurance must be written on an all risks basis and, at minimum, cover the perils insured under ISO Special Causes of Loss Form CP 10 30, and cover the full replacement cost of the property insured. Such insurance may have commercially reasonable deductibles. Any coinsurance requirement in the policy must be waived. The policy must include State as an insured and a loss payee.
  - (2) Tenant shall buy and maintain boiler and machinery insurance required by contract documents or by law, covering all real property and fixtures, equipment, tenant improvements and betterments (regardless of whether owned by Tenant or State) from loss or damage caused by the explosion of boilers, fired or unfired vessels, electric or steam generators, or pipes.
  - (3) In the event of any loss, damage, or casualty which is covered by one or more of the types of insurance described above, the Parties to this Lease shall proceed cooperatively to settle the loss and collect the proceeds of such insurance, which State shall hold in trust, including interest earned by State on such proceeds, for use according to the terms of this Lease. The Parties shall use insurance proceeds in accordance with Paragraph 10.2(g)(3).
  - (4) When sufficient funds are available, using insurance proceeds described above, the Parties shall continue with reasonable diligence to prepare plans and specifications for, and thereafter carry out, all work necessary to:

- (i) Repair and restore damaged building(s) and/or Improvements to their former condition, or
  - (ii) Replace and restore damaged building(s) and/or Improvements with a new building(s) and/or Improvements on the Property of a quality and usefulness at least equivalent to or more suitable than, damaged building(s) and/or Improvements.
- (e) Protection and Indemnity Insurance (P&I). Tenant shall procure and maintain P&I insurance including hull coverage. This insurance must cover all claims with respect to injuries or damages to persons or property, including nets and fishing lines, sustained in, on, or about the Property, including while at a marina and in transit, with limits of liability not less than five hundred thousand Dollars (\$500,000.00). If necessary, Tenant shall procure and maintain commercial umbrella liability insurance covering claims for these risks.

**10.4 Financial Security.**

- (a) At its own expense, Tenant shall procure and maintain during the Term of this Lease a corporate security bond or provide other financial security that State, at its option, may approve (“Security”). Tenant shall provide Security in an amount equal to Zero Dollars (\$0.00), which is consistent with RCW 79.105.330, and secures Tenant’s performance of its obligations under this Lease, with the exception of the obligations under Section 8, Environmental Liability/Risk Allocation. Tenant’s failure to maintain the Security in the required amount during the Term constitutes a breach of this Lease.
- (b) All Security must be in a form acceptable to the State.
  - (1) Bonds must be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better, in the most recently published edition of Best’s Reports, unless State approves an exception. Tenant may submit a request to the risk manager for the Department of Natural Resources for an exception to this requirement.
  - (2) Letters of credit, if approved by State, must be irrevocable, allow State to draw funds at will, provide for automatic renewal, and comply with RCW 62A.5-101, *et. seq.*
  - (3) Savings account assignments, if approved by State, must allow State to draw funds at will.
- (c) Adjustment in Amount of Security.
  - (1) State may require an adjustment in the Security amount:
    - (i) At the same time as revaluation of the Annual Rent,
    - (ii) As a condition of approval of assignment or sublease of this Lease,
    - (iii) Upon a material change in the condition or disposition of any Improvements, or
    - (iv) Upon a change in the Permitted Use.
  - (2) Tenant shall deliver a new or modified form of Security to State within thirty (30) days after State has required adjustment of the amount of the Security.

- (d) Upon any default by Tenant in its obligations under this Lease, State may collect on the Security to offset the liability of Tenant to State. Collection on the Security does not (1) relieve Tenant of liability, (2) limit any of State's other remedies, (3) reinstate or cure the default or (4) prevent termination of the Lease because of the default.

## SECTION 11 ROUTINE MAINTENANCE AND REPAIR

**11.1 State's Repairs.** This Lease does not obligate State to make any alterations, maintenance, replacements, or repairs in, on, or about the Property, or any part thereof, during the Term.

**11.2 Tenant's Repairs and Maintenance.**

- (a) Routine maintenance and repair are acts intended to prevent a decline, lapse or, cessation of the Permitted Use and associated Improvements. Routine maintenance or repair is the type of work that does not require regulatory permits.
- (b) At Tenant's own expense, Tenant shall keep and maintain the Property and all Improvements in good order and repair and in a safe condition. State's consent is not required for routine maintenance or repair.
- (c) At Tenant's own expense, Tenant shall make any additions, repairs, alterations, maintenance, replacements, or changes to the Property or to any Improvements on the Property that any public authority may require. If a public authority requires work beyond the scope of routine maintenance and repair, Tenant shall comply with Section 7 of this Lease.

**11.3 Limitations.** The following limitations apply whenever Tenant conducts maintenance, repair, or replacement.

- (a) Tenant shall not use or install treated wood at any location above or below water, except that Tenant may use treated wood for above water structural framing.
- (b) Tenant shall not use or install tires (for example, floatation or fenders) at any location above or below water.
- (c) Tenant shall install only floatation material encapsulated in a shell resistant to ultraviolet radiation and abrasion. The shell must be capable of preventing breakup and loss of floatation material into the water.
- (d) Tenant shall orient night lighting to minimize the amount of light shining directly on the water.
- (e) Tenant shall not allow new floating structures to come in contact with underlying tidelands ("ground out"). Tenant must either (1) locate all new floating structures in water too deep to permit grounding out or (2) install stoppers sufficient to maintain a distance of at least 1.5 feet (0.5 meters) between the bottom of the floats and the substrate.



## SECTION 12 DAMAGE OR DESTRUCTION

### 12.1 Notice and Repair.

- (a) In the event of damage to or destruction of the Property or Improvements, Tenant shall promptly give written notice to State. State does not have actual knowledge of the damage or destruction without Tenant's written notice.
- (b) Unless otherwise agreed in writing, Tenant shall promptly reconstruct, repair, or replace the Property and Improvements as nearly as possible to its condition immediately prior to the damage or destruction in accordance with Paragraph 7.3, Construction, Major Repair, Modification, and Demolition and Tenant's additional obligations in Exhibit B, if any.

**12.2 State's Waiver of Claim.** State does not waive any claims for damage or destruction of the Property unless State provides written notice to Tenant of each specific claim waived.

**12.3 Insurance Proceeds.** Tenant's duty to reconstruct, repair, or replace any damage or destruction of the Property or any Improvements on the Property is not conditioned upon the availability of any insurance proceeds to Tenant from which the cost of repairs may be paid. The Parties shall use insurance proceeds in accordance with Paragraph 10.2(g)(3).

**12.4 Rent in the Event of Damage or Destruction.** Unless the Parties agree to terminate this Lease, there is no abatement or reduction in rent during such reconstruction, repair, and replacement.

**12.5 Default at the Time of Damage or Destruction.** If Tenant is in default under the terms of this Lease at the time damage or destruction occurs, State may elect to terminate the Lease and State then shall have the right to retain any insurance proceeds payable as a result of the damage or destruction.

## SECTION 13 CONDEMNATION

### 13.1 Definitions.

- (a) "Taking" means that an entity authorized by law exercises the power of eminent domain, either by judgment, settlement in lieu of judgment, or voluntary conveyance in lieu of formal court proceedings, over all or any portion of the Property and Improvements. This includes any exercise of eminent domain on any portion of the Property and Improvements that, in the judgment of the State, prevents or renders impractical the Permitted Use.
- (b) "Date of Taking" means the date upon which title to the Property or a portion of the Property passes to and vests in the condemner or the effective date of any order for possession if issued prior to the date title vests in the condemner.

**13.2 Effect of Taking.** If there is a taking, the Lease terminates proportionate to the extent of the taking. If this Lease terminates in whole or in part, Tenant shall make all payments due and

attributable to the taken Property up to the date of taking. If Tenant has pre-paid rent and Tenant is not in default of the Lease, State shall refund Tenant the pro rata share of the pre-paid rent attributable to the period after the date of taking.

**13.3 Allocation of Award.**

- (a) The Parties shall allocate the condemnation award based upon the ratio of the fair market value of (1) Tenant's leasehold estate and Tenant-Owned Improvements and (2) State's interest in the Property; the reversionary interest in Tenant-Owned Improvements, if any; and State-Owned Improvements, if any.
- (b) If Tenant and State are unable to agree on the allocation, the Parties shall submit the dispute to binding arbitration in accordance with the rules of the American Arbitration Association.

**SECTION 14 DEFAULT AND REMEDIES**

**14.1 Default Defined.** Tenant is in default of this Lease on the occurrence of any of the following:

- (a) Failure to pay rent or other expenses when due;
- (b) Failure to comply with any law, regulation, policy, or order of any lawful governmental authority;
- (c) Failure to comply with any other provision of this Lease;
- (d) Commencement of bankruptcy proceedings by or against Tenant or the appointment of a trustee or receiver of Tenant's property.

**14.2 Tenant's Right to Cure.**

- (a) A default becomes an "Event of Default" if Tenant fails to cure the default within the applicable cure period following State's written notice of default. Upon an Event of Default, State may seek remedies under Paragraph 14.3.
- (b) Unless expressly provided elsewhere in this Lease, the cure period is ten (10) days for failure to pay rent or other monetary defaults; for other defaults, the cure period is thirty (30) days.
- (c) For nonmonetary defaults not capable of cure within thirty (30) days, State will not unreasonably withhold approval of a reasonable alternative cure schedule. Tenant must submit a cure schedule within thirty (30) days of a notice of default. The default is not an Event of Default if State approves the schedule and Tenant works diligently and in good faith to execute the cure. The default is an Event of Default if Tenant fails to timely submit a schedule or fails to cure in accordance with an approved schedule.

**14.3 Remedies.**

- (a) Upon an Event of Default, State may terminate this Lease and remove Tenant by summary proceedings or otherwise.
- (b) If the Event of Default (1) arises from Tenant's failure to comply with restrictions on Permitted Use and operations under Paragraph 2.2 or (2) results in damage to

natural resources or the Property, State may enter the Property without terminating this Lease to (1) restore the natural resources or Property and charge Tenant restoration costs and/or (2) charge Tenant for damages. On demand by State, Tenant shall pay all costs and/or damages.

- (c) Without terminating this Lease, State may relet the Property on any terms and conditions as State may decide are appropriate.
  - (1) State shall apply rent received by reletting: (1) to the payment of any indebtedness other than rent due from Tenant to State; (2) to the payment of any cost of such reletting; (3) to the payment of the cost of any alterations and repairs to the Property; and (4) to the payment of rent and leasehold excise tax due and unpaid under this Lease. State shall hold and apply any balance to Tenant's future rent as it becomes due.
  - (2) Tenant is responsible for any deficiency created by the reletting during any month and shall pay the deficiency monthly.
  - (3) At any time after reletting, State may elect to terminate this Lease for the previous Event of Default.
- (d) State's reentry or repossession of the Property under Paragraph 14.3 is not an election to terminate this Lease or cause a forfeiture of rents or other charges Tenant is obligated to pay during the balance of the Term, unless (1) State gives Tenant written notice of termination or (2) a legal proceeding decrees termination.
- (e) The remedies specified under this Paragraph 14.3 are not exclusive of any other remedies or means of redress to which the State is lawfully entitled for Tenant's breach or threatened breach of any provision of this Lease.

### **SECTION 15 ENTRY BY STATE**

State may enter the Property at any reasonable hour to inspect for compliance with the terms of this Lease, to monitor impacts to habitat, or survey habitat and species. Tenant grants State permission to cross Tenant's upland and aquatic land property to access the Property. State's failure to inspect the Property does not constitute a waiver of any rights or remedies under this Lease.

### **SECTION 16 DISCLAIMER OF QUIET ENJOYMENT**

#### **16.1 No Guaranty or Warranty.**

- (a) State believes that this Lease is consistent with the Public Trust Doctrine and that none of the third-party interests identified in Paragraph 1.1(b) will materially or adversely affect Tenant's right of possession and use of the Property, but State makes no guaranty or warranty to that effect.
- (b) State disclaims and Tenant releases State from any claim for breach of any implied covenant of quiet enjoyment. This disclaimer and release includes, but is not limited to, interference arising from exercise of rights under the Public Trust

- Doctrine; Treaty rights held by Indian Tribes; and the general power and authority of State and the United States with respect to aquatic lands and navigable waters.
- (c) Tenant is responsible for determining the extent of Tenant's right to possession and for defending Tenant's leasehold interest.

**16.2 Eviction by Third-Party.** If a third-party evicts Tenant, this Lease terminates as of the date of the eviction. In the event of a partial eviction, Tenant's rent obligations abate as of the date of the partial eviction, in direct proportion to the extent of the eviction; this Lease shall remain in full force and effect in all other respects.

### SECTION 17 NOTICE AND SUBMITTALS

Following are the locations for delivery of notice and submittals required or permitted under this Lease. Any Party may change the place of delivery upon ten (10) days written notice to the other.

State: DEPARTMENT OF NATURAL RESOURCES  
Shoreline District  
950 Farman Avenue North  
Enumclaw, WA 98022-9282

Tenant: Terri Reed  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335

The Parties may deliver any notice in person, by facsimile machine, or by certified mail. Depending on the method of delivery, notice is effective upon personal delivery, upon receipt of a confirmation report if delivered by facsimile machine, or three (3) days after mailing. All notices must identify the Lease number. On notices transmitted by facsimile machine, the Parties shall state the number of pages contained in the notice, including the transmittal page, if any.

### SECTION 18 MISCELLANEOUS

**18.1 Authority.** Tenant and the person or persons executing this Lease on behalf of Tenant represent that Tenant is qualified to do business in the State of Washington, that Tenant has full right and authority to enter into this Lease, and that each and every person signing on behalf of Tenant is authorized to do so. Upon State's request, Tenant shall provide evidence satisfactory to State confirming these representations.

**18.2 Successors and Assigns.** This Lease binds and inures to the benefit of the Parties, their successors, and assigns.

**18.3 Headings.** The headings used in this Lease are for convenience only and in no way define, limit, or extend the scope of this Lease or the intent of any provision.

**18.4 Entire Agreement.** This Lease, including the exhibits and addenda, if any, contains the entire agreement of the Parties. This Lease merges all prior and contemporaneous agreements, promises, representations, and statements relating to this transaction or to the Property.

**18.5 Waiver.**

- (a) The waiver of any breach or default of any term, covenant, or condition of this Lease is not a waiver of such term, covenant, or condition; of any subsequent breach or default of the same; or of any other term, covenant, or condition of this Lease. State's acceptance of a rental payment is not a waiver of any preceding or existing breach other than the failure to pay the particular rental payment that was accepted.
- (b) The renewal of the Lease, extension of the Lease, or the issuance of a new lease to Tenant, does not waive State's ability to pursue any rights or remedies under the Lease.

**18.6 Cumulative Remedies.** The rights and remedies under this Lease are cumulative and in addition to all other rights and remedies afforded by law or equity or otherwise.

**18.7 Time is of the Essence.** TIME IS OF THE ESSENCE as to each and every provision of this Lease.

**18.8 Language.** The word "Tenant" as used in this Lease applies to one or more persons and regardless of gender, as the case may be. If there is more than one Tenant, their obligations are joint and several. The word "persons," whenever used, shall include individuals, firms, associations, and corporations. The word "Parties" means State and Tenant in the collective. The word "Party" means either or both State and Tenant, depending on the context.

**18.9 Invalidity.** The invalidity, voidness, or illegality of any provision of this Lease does not affect, impair, or invalidate any other provision of this Lease.

**18.10 Applicable Law and Venue.** This Lease is to be interpreted and construed in accordance with the laws of the State of Washington. Venue for any action arising out of or in connection with this Lease is in the Superior Court for Thurston County, Washington.

**18.11 Statutory Reference.** Any reference to a statute means that statute as presently enacted or hereafter amended or superseded.

**18.12 Recordation.** At Tenant's expense and no later than thirty (30) days after receiving the fully-executed Lease, Tenant shall record this Lease in the county in which the Property is located. Tenant shall include the parcel number of the upland property used in conjunction with

the Property, if any. Tenant shall provide State with recording information, including the date of recordation and file number.

**18.13 Modification.** No modification of this Lease is effective unless in writing and signed by both Parties. Oral representations or statements do not bind either Party.

**18.14 Survival.** Any obligations of Tenant not fully performed upon termination of this Lease do not cease, but continue as obligations of the Tenant until fully performed.

**18.15 Exhibits.** All referenced exhibits are incorporated in the Lease unless expressly identified as unincorporated.

THIS AGREEMENT requires the signature of all Parties and is effective on the date of the last signature below.

CITY OF GIG HARBOR

Dated: \_\_\_\_\_, 20\_\_

By: JILL GUERNSEY  
Title: Mayor

Address: 3510 Grandview Street  
Gig Harbor, WA 98335  
Phone: 253-851-7611

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

Dated: \_\_\_\_\_, 20\_\_

By: MEGAN DUFFY  
Title: Deputy Supervisor Aquatics and  
Geology

Address: 950 Farman Avenue North  
Enumclaw, WA 98022-9282

Approved as to form this  
4th day of November 2014  
Terry Pruit, Assistant Attorney General







**EXHIBIT A**

Agreement Number 20-080894

Recording number of final DNR approved survey in Pierce County: 201301305002

Legal description of the Property:

A PORTION OF STATE OWNED AQUATIC LANDS LOCATED BETWEEN EXTREME LOW TIDE AND THE INNER HARBOR LINE IN FRONT OF GOVERNMENT LOT 2, SECTION 8, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8, ALSO KNOWN AS CITY MONUMENT NO. 55; THENCE NORTH 02°20'21" EAST 107.87 FEET TO CITY MONUMENT NO. 54; THENCE ALONG THE CENTERLINE OF HARBORVIEW DRIVE NORTH 86°19'40" WEST 111.28 FEET; THENCE LEAVING SAID CENTERLINE NORTH 34°26'15" EAST 269.20 FEET TO THE LINE OF EXTREME LOW TIDE AND THE POINT OF BEGINNING;

THENCE ALONG SAID TIDE LINE SOUTH 75°25'47" EAST 9.34 FEET;

THENCE SOUTH 86°55'07" EAST 28.80;

THENCE SOUTH 51°32'20" EAST 35.12;

THENCE SOUTH 57°59'37" EAST 21.79;

THENCE SOUTH 55°54'44" EAST 17.64 TO THE INNER HARBOR LINE;

THENCE ALONG SAID INNER HARBOR LINE NORTH 37°20'40" WEST 113.52 FEET; THENCE SOUTH 34°26'15" WEST 52.22 FEET TO THE POINT OF BEGINNING.

CONTAINING: 2,202 SQUARE FEET OR 0.050 ACRE

Square footage of each of these Use classifications:

Water-dependent	_____
Nonwater-dependent	_____
Public Access	<u>2,202</u>
Total square feet	<u>2,202</u>

## EXHIBIT B

### 1. DESCRIPTION OF PERMITTED USE

**A. Existing Facilities.** The City of Gig Harbor's public Maritime Pier facility was built in 2012. The portion of the facility within this leasehold consists of four (4) steel piling and approximately four hundred fifty (450) square feet of the fully grated portion of the pier. The entire facility consists of a 156-ft x 18-ft timber framed pier with 90% grating, an 80-ft x 6-ft fully grated ramp, a 40-ft x 12-ft timber framed float with 50% grating, thirty three (33) steel support piling, and a seven (7) pile existing treated wood dolphin. There is fire flow water service on the pier. The facility was open to the public on September 24, 2012.

**B. Proposed Facilities.** Tenant proposes no new facilities.

### 2. ADDITIONAL OBLIGATIONS

None



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

**Subject:** Eddon Boat Marine Railways – Construction Contract Award and Change Order Authority

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

**Proposed Council Action:**

**Prepared by:** Emily Appleton, P.E. *EA 12.3.14*  
Senior Engineer

1. Authorize the Mayor to execute a Public Works Contract with Rognlins, Inc., in an amount not exceed \$218,085 for the award of Bid Schedule A from the Project Contract Documents; and
2. Authorize the City Engineer to approve additional expenditures up to \$11,000 to cover any Public Works Contract change orders.

**For Agenda of:** December 8, 2014

**Exhibits:** Public Works Contract

**Concurred by Mayor:**

**Approved by City Administrator:**

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

**Approved by Finance Director:**

**Approved by Public Works Director:**

**Approved by City Engineer:**

Initial & Date

*JG 12-3-14*  
*RW 12/3/14*  
*As per email 12/3/14*  
*for DR 12.3.14*  
*12/3/14*  
*12/3/14*

Expenditure Required	Amount Budgeted (2015-16)	Appropriation Required
\$229,085	\$ 230,000	\$0

**INFORMATION/BACKGROUND**

The Eddon Boat Park – Marine Railways Restoration project includes reconstruction of the marine railway system necessary to haul and launch restored vessels. This project is the final phase of the Eddon Boat Park improvements.

The construction contract documents were prepared so the project could be bid and constructed under four schedules of work. The bid schedules are arranged in the priority order identified by the Gig Harbor Boatshop to maximize the usefulness of the system, as follows:

- Schedule A (Base Bid): Inside Railways and Forward Section of Inside Railways Split Carriage
- Schedule B (Additive): Outside Railways
- Schedule C (Additive): Aft Section of the Inside Railways Split-Carriage
- Schedule D (Additive): Outside Railways Carriage

This project will also require construction support services such as construction staking, special inspection and engineering support. These services are planned to be paid out of the City's 2014 Budget and are being brought for council approval under a separate council bill at the December 8, 2014 meeting.

**BID RESULTS**

The project was bid using the City's Public Works bidding process. Six (6) bid proposals were received by the City of Gig Harbor on December 3, 2014. Bid results from each bidder are summarized below

showing the amount for each of the Bid Schedules, including applicable Washington State sales tax (WSST) and cumulative subtotals of the schedules.

No.	Bidder	Schedule						
		A	B	A+B	C	A+B+C	D	A+B+C+D
n/a	EOPC	\$ 156,000.00	\$ 86,000.00	\$ 242,000.00	\$ 66,000.00	\$ 308,000.00	\$ 152,000.00	\$ 460,000.00
1	Rognlins	<b>\$ 218,085.00</b>	\$ 104,160.00	<b>\$ 322,245.00</b>	\$ 107,415.00	<b>\$ 429,660.00</b>	\$ 192,045.00	<b>\$ 621,705.00</b>
2	Neptune	\$ 264,978.70	\$ 111,255.90	\$ 376,234.60	\$ 97,357.05	\$ 473,591.65	\$ 206,705.52	\$ 680,297.17
3	Massana	\$ 285,448.31	\$ 151,971.61	\$ 437,419.92	\$ 99,820.00	\$ 537,239.92	\$ 220,330.95	\$ 757,570.87
4	Quigg	\$ 293,492.50	\$ 110,002.73	\$ 403,495.23	\$ 84,652.79	\$ 488,148.02	\$ 190,132.15	\$ 678,280.17
5	American	\$ 336,137.34	\$ 180,144.72	\$ 516,282.06	\$ 104,724.20	\$ 621,006.26	\$ 233,014.60	\$ 854,020.86
6	Redside	\$ 337,129.03	\$ 170,245.18	\$ 507,374.21	\$ 94,069.50	\$ 601,443.71	\$ 200,078.34	\$ 801,522.05

The Engineer's Opinion of Probable Cost (EOPC) including applicable Washington State Sales tax was \$460,000 for all four schedules, significantly exceeding the estimated budget of \$230,000. While the EOPC was under preparation by the City's engineering design consultant, there were a wide range of quotes for the cost of structural carbon steel and a relatively conservative unit price was selected. Because of the compressed project schedule (due to grant and permit requirements), the steel needs to be under fabrication as soon as possible. It may be that the schedule is impacting the price for steel or it may be fluctuations in steel prices or other unanticipated factors. Regardless of the exact reason, the result of the bid indicate that all schedules cannot be awarded within the budgeted amount.

**FISCAL CONSIDERATION**

In 2013, the City received \$128,355 from a Washington State Heritage Capital Project Fund Grant for this project. The project is included in the 2014 Budget and includes local match funds in addition to the grant. Approximately \$40,000 has been allocated to the project in 2014, for professional services including engineering, construction support and surveying. The project is proposed in the 2015-16 Budget with a total amount of \$230,000. Construction is planned to begin in January 2015 with the associated costs paid from the 2015-16 Budget. A construction budget summary is provided in the table below. All prices include applicable Washington State Sales Tax.

2015-16 Proposed Budget for Parks Development Objective No. 9:	\$ 230,000
Anticipated Construction Contract Expenses in 2015:	
Bid Schedule A – Inside Railways and Forward Section of Inside Railways Split Carriage	\$ 218,085
Change Order Authority for Public Works Contract	\$ 11,000
Total Anticipated Expenses:	\$ 229,085

**RECOMMENDATION/MOTION**

1. Authorize the Mayor to execute a Public Works Contract with Rognlins, Inc., in an amount not exceed \$218,085.00 for the award of Bid Schedule A from the Project Contract Documents; and
2. Authorize the City Engineer to approve additional expenditures up to \$11,000 to cover any Public Works Contract change orders.

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**PUBLIC WORKS CONTRACT**

**EDDON BOAT MARINE RAILWAYS PROJECT  
CSP-1308**

THIS AGREEMENT, made and entered into, this \_\_\_\_ day of \_\_\_\_ December \_\_\_\_\_, 2014, by and between the City of Gig Harbor, a Non-Charter Code city in the State of Washington, hereinafter called the "City", and Rognlin's, Inc., a corporation organized under the laws of the State of Washington, located and doing business at, 321 West State Street, Aberdeen, WA 98520 hereinafter called the "Contractor."

**WITNESSETH:**

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

The Contractor shall do all of the work and furnish all of the labor, materials, tools, and equipment necessary to complete the work under this contract generally consisting of installing fourteen 10-inch diameter hollow steel piles encased in concrete footings. Also included are trimming existing steel piling, installing new piling caps, cross members and steel rails, and constructing the associated carriage(s) that track on the steel rails. The project includes an "inside" marine railways and carriage system (located partially within a covered boathouse) and an "outside" marine railways and carriage system, all in accordance with the **attached** Contract Plans, Special Provisions, and the Standard Specifications, including the Bid Proposal Schedules A in the "Proposal," the sum of Two Hundred Eighteen Thousand Eighty-Five Dollars and Zero Cents (\$218,085.00), including applicable Washington State Sales Tax, subject to the provisions of the Contract Documents, the Special Provisions, and the Standard Specifications.

1. The Notice to Proceed will be given in accordance with Section 1-08.4 of Contract Documents. The Contractor shall commence construction activities on the project site in accordance with Section 1-08.4 of the Contract Documents. Contract time shall begin in accordance with Section 1-08.5 of Contract Documents. Work shall be substantially complete in accordance with Section 1-08.5 of the Contract Documents.
  2. The Contractor agrees to pay the City for liquidated damages incurred according to Section 1-08.9 of the Contract Documents per day for each and every day all work remains uncompleted after expiration of the specified time, as liquidated damages.
  3. The Contractor shall provide for and bear the expense of all labor, materials, tools and equipment of any sort whatsoever that may be required for the full performance of the work provided for in this Contract upon the part of the Contractor.
  4. The term "Contract Documents" shall mean and refer to the following: "Invitation to Bidders," "Bid Proposal," "Addenda" if any, "Specifications," "Plans," "Contract," "Performance Bond," "Maintenance Bond," "Payment Bond," "Special Provisions," "Notice to Proceed," "Change Orders" if any, and any documents referenced or incorporated into the Contract Documents, including, but not limited to the Washington State Department of Transportation's "2014 Standard Specifications for Road, Bridge, and Municipal Construction," including the American Public Works Association (APWA) General Special Provisions, MUTCD, WSDOT Standard Plans and City of Gig Harbor Public Works Standards.
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5. The City agrees to pay the Contractor for materials furnished and work performed in the manner and at such times as set forth in the Contract Documents.
  6. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, assigns, agents, subcontractors, and employees, does hereby agree to the full performance of all of the covenants herein contained upon the part of the Contractor.
  7. It is further provided that no liability shall attach to the City by reason of entering into this Contract, except as expressly provided herein.

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

CITY of GIG HARBOR:

CONTRACTOR:

\_\_\_\_\_  
Jill Guernsey, Mayor  
City of Gig Harbor

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Official)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

ATTEST:

Date: \_\_\_\_\_

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

APPROVED FOR FORM:

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

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**PUBLIC WORKS CONTRACT**

**EDDON BOAT MARINE RAILWAYS PROJECT  
CSP-1308**

THIS AGREEMENT, made and entered into, this \_\_\_\_ day of December, 2014, by and between the City of Gig Harbor, a Non-Charter Code city in the State of Washington, hereinafter called the "City", and Rognlin's, Inc., a corporation organized under the laws of the State of Washington, located and doing business at, 321 West State Street, Aberdeen, WA 98520 hereinafter called the "Contractor."

**WITNESSETH:**

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

The Contractor shall do all of the work and furnish all of the labor, materials, tools, and equipment necessary to complete the work under this contract generally consisting of installing fourteen 10-inch diameter hollow steel piles encased in concrete footings. Also included are trimming existing steel piling, installing new piling caps, cross members and steel rails, and constructing the associated carriage(s) that track on the steel rails. The project includes an "inside" marine railways and carriage system (located partially within a covered boathouse) and an "outside" marine railways and carriage system, all in accordance with the **attached** Contract Plans, Special Provisions, and the Standard Specifications, including the Bid Proposal Schedules A in the "Proposal," the sum of Two Hundred Eighteen Thousand Eighty-Five Dollars and Zero Cents (\$218,085.00), including applicable Washington State Sales Tax, subject to the provisions of the Contract Documents, the Special Provisions, and the Standard Specifications.

1. The Notice to Proceed will be given in accordance with Section 1-08.4 of Contract Documents. The Contractor shall commence construction activities on the project site in accordance with Section 1-08.4 of the Contract Documents. Contract time shall begin in accordance with Section 1-08.5 of Contract Documents. Work shall be substantially complete in accordance with Section 1-08.5 of the Contract Documents.
  2. The Contractor agrees to pay the City for liquidated damages incurred according to Section 1-08.9 of the Contract Documents per day for each and every day all work remains uncompleted after expiration of the specified time, as liquidated damages.
  3. The Contractor shall provide for and bear the expense of all labor, materials, tools and equipment of any sort whatsoever that may be required for the full performance of the work provided for in this Contract upon the part of the Contractor.
  4. The term "Contract Documents" shall mean and refer to the following: "Invitation to Bidders," "Bid Proposal," "Addenda" if any, "Specifications," "Plans," "Contract," "Performance Bond," "Maintenance Bond," "Payment Bond," "Special Provisions," "Notice to Proceed," "Change Orders" if any, and any documents referenced or incorporated into the Contract Documents, including, but not limited to the Washington State Department of Transportation's "2014 Standard Specifications for Road, Bridge, and Municipal Construction," including the American Public Works Association (APWA) General Special Provisions, MUTCD, WSDOT Standard Plans and City of Gig Harbor Public Works Standards.
-

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5. The City agrees to pay the Contractor for materials furnished and work performed in the manner and at such times as set forth in the Contract Documents.
  6. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, assigns, agents, subcontractors, and employees, does hereby agree to the full performance of all of the covenants herein contained upon the part of the Contractor.
  7. It is further provided that no liability shall attach to the City by reason of entering into this Contract, except as expressly provided herein.

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

CITY of GIG HARBOR:

CONTRACTOR:

\_\_\_\_\_  
Jill Guernsey, Mayor  
City of Gig Harbor

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Official)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

ATTEST:

Date: \_\_\_\_\_

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

APPROVED FOR FORM:

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

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

**Subject:** Eddon Boat Marine Railways – Construction Staking Contract Award and Contract Amendment for Additional Engineering Design and Construction Support Services

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

**Proposed Council Action:**

**Prepared by:** Emily Appleton, P.E.  
Senior Engineer

1. Authorize the Mayor to execute a Professional Services Contract with Prizm Surveying, Inc., in an amount not to exceed \$2,488; and
2. Authorize the Mayor to execute Contract Amendment No. 1 to the Professional Services Contract with Peterson Structural Engineers, Inc. in an amount not to exceed \$9,312.

**For Agenda of:** December 8, 2014

**Exhibits:** Consultant Services Contract, Consultant Services Contract Amendment

**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  
 JG 12-3-14  
 RW 12/3/14  
 As per email dated 12-2-14  
 BT for RD 12.3.14  
 JDO 12/3/14  
 J 12/3/14

<b>Expenditure Required</b>	\$11,800	<b>Amount Budgeted</b>	\$190,000	<b>Appropriation Required</b>	\$0
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**INFORMATION/BACKGROUND**

The Eddon Boat Park – Marine Railways Restoration project includes reconstruction of the marine railway system necessary to haul and launch restored vessels. The project is anticipated to be under construction in early January 2015. Unless there are unanticipated issues, the construction contract is planned to be awarded at the December 8, 2014 council meeting under a separate council bill.

In order to ensure that the final project is consistent with the design, construction survey, staking, and layout need to be completed in conjunction with the construction contract. The Professional Services Contract with Prizm Surveying, Inc., will provide the necessary surveying services.

Prizm Surveying, Inc. was selected via the MRSC Consultant Services Roster process under the surveying category in accordance with RCW 39.20. Prizm Surveying, Inc. was uniquely qualified since they have performed previous work on the site and were available to complete the work within the required schedule.

Peterson Engineers, Inc., was awarded a professional services contract on November 3, 2014, to provide an engineering design, plans, specifications and estimate of probable construction costs for the subject project all of which were successfully completed within the agreed schedule. The original contract also included a task for engineering support during bidding and construction. Due to additional coordination necessary to meet the compressed schedule, unforeseen design complexities, and the need for subsequent geotechnical subconsultant work to verify the design

parameters, additional services are required. Contract Amendment No. 1 provides for additional services that will be necessary to successfully complete the project and compensates PSE for work that was required in addition to what was originally anticipated.

**FISCAL CONSIDERATION**

In 2013, the City received \$128,355 from a Washington State Heritage Capital Project Fund Grant for this project. The project is included in the 2014 Budget and includes local match funds in addition to the grant. A budget summary is provided in the table below:

2014 Budget for Parks Development, Objective No. 11:	\$190,000
<b>2014 Contracts:</b>	
Peterson Structural Engineers, Inc. – Professional Services:	(\$ 27,353)
Peterson Structural Engineers, Inc. – Contract Amendment No. 1:	(\$ 9,312)
Prizm Surveying, Inc.—Professional Services:	(\$ 2,488)
<b>Remaining 2014 Budget =</b>	<b>\$ 150,847</b>

This project is also proposed in the preliminary 2015-16 Budget at a total amount of \$230,000. Anticipated construction expenses will be billed in 2015 paid from the 2015-16 budget.

**BOARD OR COMMITTEE RECOMMENDATION**

None.

**RECOMMENDATION/MOTION**

1. Authorize the Mayor to execute a Professional Services Contract with Prizm Surveying, Inc., in an amount not to exceed \$2,488; and
2. Authorize the Mayor to execute Contract Amendment No. 1 to the Professional Services Contract with Peterson Structural Engineers, Inc. in an amount not to exceed \$9,312.

**FIRST AMENDMENT  
TO  
CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
PETERSEN STRUCTURAL ENGINEERS, Inc.**

THIS FIRST AMENDMENT is made to that certain Consultant Services Contract dated November 3, 2014, (the "Agreement"), by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Petersen Structural Engineers, 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 Eddon Boat Marine Railways and desires to revise 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 Nine Thousand Three Hundred Twelve Dollars and Zero Cents (\$9,312.00), 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, 2015.

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

IN WITNESS WHEREOF, the parties have executed this Amendment on this  
\_\_\_\_\_ day of \_\_\_\_\_, 2014.

CONSULTANT

By:   
\_\_\_\_\_  
Its Principal  
*ERIC PETERSON*

CITY OF GIG HARBOR

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

ATTEST:

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

APPROVED AS TO FORM:

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



Consulting Structural Engineers  
Portland, Oregon • Tacoma, Washington  
[www.paengineers.com](http://www.paengineers.com)

Ms. Emily Appleton, P.E.  
Senior Engineer  
City of Gig Harbor Public Works  
3510 Grandview Street  
Gig Harbor, WA 98335

November 26, 2014

File: PSENT14-072-01

Re: Scope and Fee for Eddon Boat Shop Marine Rails – **CONTRACT AMENDMENT**

Dear Ms. Appleton:

Thank you for the opportunity to work with the City of Gig Harbor on the Eddon Boat Shop Marine Rails project. PSE is excited at the opportunity to work on such a unique project which is so important to the Gig Harbor community.

The following limited scope and fee is for the development of structural calculations, computer generated drawings, special provisions, opinion of probable cost and anticipated construction schedule for a boat lift at the Eddon Boat Shop in Gig Harbor, WA. PSE understands that the City of Gig Harbor will issue the formal contract after the scope and fee is agreed upon.

As of November 26<sup>th</sup>, the original contract with Gig Harbor, executed on November 5<sup>th</sup>, 2014, has been amended to update PSE's fee and include a geotechnical subconsultant fee. Updates to the original document are shown in bold. PSE's fee has been updated to account for overages during design due to expanded scope and unanticipated design complexities. The geotechnical subconsultant has been included to verify allowable soil bearing pressures per the requirements of the General Notes produced under task 4.2.

Scope:

Based on our understanding of the final deliverables and project schedule, we have generated the following scope tasks for PSE's services, labeled by task number.

**TASK 0. Preliminary Project Work – 10/28/14 – 10/31/14**

- 0.1. Print Documents/AutoCad work – 10/28 PM
- 0.2. Site Visit – 10/29 PM + drivetime/mileage
- 0.3. Scope Fee Development – 10/30 PM and 10/31 AM

**TASK 1. Piling Design – 30% review on Wed 11/5/14 COB**

- 1.1. Existing Document Review – review existing geotech information and pile structural calculations for pile driving design parameters and design input, review pile driving records for driven piles for the Marine Rails project.
- 1.2. Develop Design Criteria for Piles – get Gig Harbor concurrence on selected soil properties and loading for pile design. Note that unless provided, PSE can not assume any liability for the soil/structure interaction of the previously driven piles.
- 1.3. Structural Calculations for Driven Piles – develop structural calculations for the driven piles already installed

5319 SW Westgate Dr. Suite 215, Portland, OR 97221 • Phone: 503-292-1635  
708 Broadway Suite 100A, Tacoma, WA 98402 • Phone: 253-830-2140

City of Gig Harbor  
Eddon Boat Shop Deck Replacement

11/26/2014

- 1.4. Structural Calculations for "Footing Piles" – develop structural calculations for the concrete "footing piles that have not yet been installed"

**TASK 2. Rail Design – 30% review on Wed 11/5/14 COB**

- 2.1. Existing drawings review – review McMillan Design Co. drawings and existing rail beam calculation
- 2.2. Develop Loading Criteria for Rail Beams – gravity and lateral loading, get Gig Harbor concurrence
- 2.3. Structural Calculations for Rail Beams – check design under loading criteria agreed upon in scope item 2.2

**TASK 3. Carriage Design – 30% review on Wed 11/5/14 COB**

- 3.1. Existing Document Review – review McMillan design drawings
- 3.2. Develop design Criteria for Carriage – consider gravity and seismic loading, get Gig Harbor concurrence
- 3.3. Carriage Calculations – provide support for main structural frame design, design ancillary members (floor plates, railings, stairs, arms etc.)

**TASK 4. Create Computer Generated Structural Drawings – 60% (Fri 11/7/14 COB or Mon 11/10/14 AM) and 90% (Wed 11/12/14 COB) review by Gig Harbor**

- 4.1. S1 – Cover Page – project location, contact info, etc
- 4.2. S2 – General Notes – general structural notes
- 4.3. S3 – Site Plan – relationship between inside/outside marine rails and existing dock and building
- 4.4. S4 – Foundation Layout and Elevation – Inside Marine Rail
- 4.5. S5 – Foundation Layout and Elevation – Outside Marine Rail
- 4.6. S6 – Foundation Details – Driven Piles and Footing Piles
- 4.7. S7 – Rail Layout – Inside Marine Rail
- 4.8. S8 – Rail Layout – Outside Marine Rail
- 4.9. S9 – Rail Details
- 4.10. S10 – Inside Carriage– Plan and Elevation
- 4.11. S11 – Outside Carriage – Plan and Elevation
- 4.12. S12 – Carriages – Structural Details – Sheet 1
- 4.13. S13 – Carriages – Structural Details – Sheet 2
- 4.14. S14 – Carriages – Ancillary Member Details – Sheet 1
- 4.15. S15 – Carriages – Ancillary Member Details – Sheet 2
- 4.16. S16 – Carriages – Miscellaneous Details

**TASK 5. Project Specifications – 90% review on Tue 11/11/14 COB**

- 5.1. Review WSDOT standard structural steel speciation for applicability to Marine Rails Project
- 5.2. In-depth review of galvanizing/corrosion requirements
- 5.3. Develop special provisions (structural only, if req'd)

City of Gig Harbor  
Eddon Boat Shop Deck Replacement

11/26/2014

**TASK 6. Engineers Opinion of Probable Cost – 90% Review on Tue 11/11/14 COB**

- 6.1. Schedule A – Foundation Work (pile cut-off, excavation, concrete and rebar placement)
- 6.2. Schedule B – Marine Rails (structural steel, erection, overwater work)
- 6.3. Schedule C – Carriages (structural steel, aluminum plating, accessories, assembly)

**TASK 7. Anticipated Construction Sequence and Schedule – 90% Review on Wed 11/12 COB**

- 7.1. Linear construction schedule showing all construction and incorporation of fish window

**TASK 8. Construction Support – Assumes (12) Weeks of Construction Support**

- 8.1. reply to RFI's, review submittals, structural observation, and inspection

**TASK 9. Geotechnical Subconsultant (see attached for complete scope/fee)**

- 9.1. Subsurface Exploration – (2) locations
- 9.2. Laboratory Testing – (2) gradations
- 9.3. Summary Report – includes soil description, site plan, subgrade preparation, allowable soil bearing values, alternate foundation support, general seismic conditions including liquefaction potential and recommendations for further studies (if necessary).

PSE's understanding is that all permits will be obtained by the City of Gig Harbor. Unless a site specific geotechnical report can be provided, PSE specifically excludes the soil/structure interaction of the previously driven piles.

Fee and Schedule

Based on the aforementioned scope, PSE's fees for professional services (including construction support, design overages/scope increase and geotechnical subconsultant) will be ~~\$27,353~~ \$36,665. PSE understands that this project requires City Council approval before work can begin. PSE anticipates that we will be able to start work immediately after the Council approves funding for the project. Once engineering work commences, Task 1 through Task 7 will be completed by close of business on Friday, November 14<sup>th</sup>, 2014.

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

Scope and Fee Approval:

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

Task	Original Contract	GA#1	Total
0 Preliminary Project Work	\$ 1,753	\$ -	\$ 1,753
1 Piling Design	\$ 1,610	\$ 439	\$ 2,049
2 Rail Design	\$ 1,390	\$ 351	\$ 1,741
3 Carriage Design	\$ 1,830	\$ 462	\$ 2,292
4 Structural Drawings	\$ 10,740	\$ 2,710	\$ 13,450
5 Project Specifications	\$ 1,530	\$ 386	\$ 1,916
6 Engineer's Opinion of Probable Cost	\$ 1,620	\$ -	\$ 1,620
7 Construction Sequencing	\$ 730	\$ -	\$ 730
8 Construction Support	\$ 6,150	\$ 179	\$ 6,329
9 Geotechnical Subconsultant (new)	\$ -	\$ 4,785	\$ 4,785
<b>TOTALS**:</b>			<b>\$ 27,353 \$ 9,312 \$ 36,665</b>

\*\* See additional detail in fee breakdown included herein.





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

## Peterson Structural Engineers 2014 Fee Schedule

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

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

Direct Expenses will be billed at cost plus 10%

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

Sincerely,

Bill Sandbo, PE, LEED AP

Revised January 1<sup>st</sup>, 2014

5319 SW Westgate Dr, Suite 215, Portland, OR 97221 • Phone: 503-292-1635  
708 Broadway Suite 100A, Tacoma, WA 98402 • Phone: 253-830-2140



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

PETERSON STRUCTURAL ENGINEERS

Eddon Boat Shop Marine Rails Per Eddoway

DATE: October 31st, 2014  
FILE: PSE 134-072  
ATTENTION: Emily Appleton, PE  
PREPARED BY: Bill Sandbo, PE

Scope of Work (by task)	PSE 2014 RATES					TOTAL HOURS	TOTAL COST
	\$170	\$140	\$125	\$110	\$85		
	Principal	Senior Associate or Designer	Project Manager	Staff Designer	Admin or Drafter		
<b>PRELIMINARY WORK</b>							
0.1. Print Documents/AutoCad/Review	0.5	1.7	0	0	0	2.2	\$ 329
0.2. Site Visit	0	3	0	0	0	3	\$ 420
0.3. Scope/Fee Development	1	6	0	0	0	7	\$ 1,010
<b>DESIGN</b>							
1.1. Existing Document Review	0.25	1	0	1	0	3.25	\$ 403
1.2. Develop Design Criteria for Piles	0.25	1	0	2	0	3.25	\$ 403
1.3. Structural Calculations for Driven Piles	0.25	1	0	2	0	3.25	\$ 403
1.4. Structural Calculations for "Floating Piles"	0.25	1	0	2	0	3.25	\$ 403
<b>CONSTRUCTION</b>							
2.1. Existing drawings review	0.25	1	0	1	0	2.25	\$ 283
2.2. Develop Loading Criteria for Rail Beams	0.25	1	0	1	0	2.25	\$ 283
2.3. Structural Calculations for Rail Beams	0.5	2	0	1	0	6.5	\$ 805
<b>CONSTRUCTION SUPPORT</b>							
3.1. Existing Document Review	0.15	1	0	1	0	2.25	\$ 283
3.2. Develop design Criteria for Carriage	0.25	1	0	1	0	2.25	\$ 283
3.3. Carriage Calculations	0.5	2	0	8	0	10.5	\$ 1,245
<b>CONSTRUCTION SUPPORT (continued)</b>							
4.1. S1 - Cover Page	0.125	1.5	0	4	0	5.625	\$ 671
4.2. S2 - General Notes	0.125	1.5	0	4	0	5.625	\$ 671
4.3. S3 - Site Plan	0.125	1.5	0	4	0	5.625	\$ 671
4.4. S4 - Foundation Layout and Elevation - Inside Marine Rail	0.125	1.5	0	4	0	5.625	\$ 671
4.5. S5 - Foundation Layout and Elevation - Outside Marine Rail	0.125	1.5	0	4	0	5.625	\$ 671
4.6. S6 - Foundation Details - Driven Piles and Floating Piles	0.125	1.5	0	4	0	5.625	\$ 671
4.7. S7 - Rail Layout - Inside Marine Rail	0.125	1.5	0	4	0	5.625	\$ 671
4.8. S8 - Rail Layout - Outside Marine Rail	0.125	1.5	0	4	0	5.625	\$ 671
4.9. S9 - Rail Details	0.125	1.5	0	4	0	5.625	\$ 671
4.10. S10 - Inside Carriage - Plan and Elevation	0.125	1.5	0	4	0	5.625	\$ 671
4.11. S11 - Outside Carriage - Plan and Elevation	0.125	1.5	0	4	0	5.625	\$ 671
4.12. S12 - Carriages - Structural Details - Sheet 1	0.125	1.5	0	4	0	5.625	\$ 671
4.13. S13 - Carriages - Structural Details - Sheet 2	0.125	1.5	0	4	0	5.625	\$ 671
4.14. S14 - Carriages - Auxiliary Member Details - Sheet 1	0.125	1.5	0	4	0	5.625	\$ 671
4.15. S15 - Carriages - Auxiliary Member Details - Sheet 2	0.125	1.5	0	4	0	5.625	\$ 671
4.16. S16 - Carriages - Miscellaneous Details	0.125	1.5	0	4	0	5.625	\$ 671
<b>CONSTRUCTION SUPPORT (continued)</b>							
5.1. Review WSDOT steel spec	0	1	0	2	0	3	\$ 360
5.2. Review of galvanizing/corrosion requirements	0.5	2	0	2	0	4.5	\$ 565
5.3. Develop special provisions (structural, if needed)	0.5	2	0	2	0	4.5	\$ 565
<b>CONSTRUCTION SUPPORT (continued)</b>							
6.1. Schedule A - Foundation Work	0.33	2	0	1	0	3.33	\$ 446
6.2. Schedule B - Marine Rails	0.33	2	0	1	0	3.33	\$ 446
6.3. Schedule C - Carriages	0.33	4	0	1	0	5.33	\$ 726
<b>CONSTRUCTION SUPPORT (continued)</b>							
7.1. Issue Construction Schedule	1	4	0	0	0	5	\$ 730
<b>CONSTRUCTION SUPPORT (continued)</b>							
- adjustment	-1.1	36.1	0	-7.8	0.3	28.5	\$ 4,315
<b>CONSTRUCTION SUPPORT (continued)</b>							
8.1. Answer RFPs, review submittals, structural observation	3	32	0	36	0.5	51.5	\$ 6,193

	Principal	Senior Associate or Designer	Project Manager	Staff Designer	Admin or Drafter	GRAND TOTAL
TOTAL HOURS	11.4	113.8	0	125.2	0.8	231.7
RATE	\$170	\$140	\$125	\$110	\$85	-
COST PER PERSON	\$ 1,898	\$ 15,932	\$ -	\$ 13,772	\$ 68	\$ 81,710

INITIAL PSE SCOPES/FEE (TASK 0-7)	\$ 25,918	(for hours billed Task 0-7)
TRAVEL (TASK 0-7)	\$ 24	(initial site visit and hours meeting at GHI)
DESIGN FEE SUBTOTAL	\$ 25,932	(amount billed for Task 0-7)
CONSTRUCTION SUPPORT (TASK 8)	\$ 6,193	(anticipated hours for Task 8)
TRAVEL (TASK 8)	\$ 136	(up to 8 structural observations)
TECHNICAL CONSULTANT INCL. MARKUP (TASK 9)	\$ 4,785	(\$ 4,350 + 10% direct cost markup)
CONSTRUCTION SUPPORT SUBTOTAL (TASK 8 and 9)	\$ 11,114	(anticipated remaining billings)
<b>TOTAL CONTRACT VALUE</b>	<b>\$ 37,665</b>	<b>(Anticipated Total Contract Value)</b>

5319 SW Westgate Dr. Suite 215, Portland, OR 97221 • Phone: (503) 292-1635  
708 Broadway Suite 100A, Tacoma WA 98402 • Phone: (253) 830-2140

## South Sound Geotechnical Consulting

November 24, 2014

Peterson Structural Engineers, Inc.  
708 Broadway, Suite 100A  
Tacoma, Washington 98402

Attention: Mr. Bill Sandbo, P.E.

Subject: Proposal for Geotechnical Engineering Services  
Eddon Boat Shop Marine Rails  
Gig Harbor Washington  
SSGC Proposal No. 14071

Dear Mr. Sandbo:

South Sound Geotechnical Consulting (SSGC) has prepared this proposal to provide geotechnical engineering services relative to design and construction of a new boat ramp at the Eddon Boat Shop in Gig Harbor, Washington. The purpose of our services is to assess subsurface conditions at the site to provide geotechnical recommendations for new foundations for the ramp. This proposal outlines our understanding of the project, our scope of services, and estimated fees.

### **PROJECT INFORMATION**

A replacement boat ramp (with carriage) and hoist facilities are planned at the Eddon Boat Shop. We understand that the boat hoist will be supported on pile foundations designed by others. New ramp/carriage foundations preliminarily include conventional concrete spread footing foundations. We understand that an allowable bearing pressure of 2,200 pounds per square foot (psf) is required for the footings.

### **SCOPE OF SERVICES**

Our proposed scope of services includes:

- **Subsurface Exploration:** We proposed to complete two (2) borings in the area of planned foundations. Borings will be advanced to depths on the order of 15 to 20 feet, or until suitable bearing soils are encountered. Select soil samples will be collected during drilling for further identification and possible laboratory testing.
- **Laboratory Testing:** Up to two (2) gradation would be completed to characterize soil particle distribution, as necessary. Additional laboratory tests would be completed only if subsurface conditions warranted such tests and if authorized.

P.O. Box 39500, Lakewood, WA 98496 (253) 973-0515

Proposal for Geotechnical Services  
Eddon Boat Shop Ramp  
Gig Harbor, WA  
SSGC Proposal No. P14071  
November 24, 2014

SSGC

- **Summary Report:** Information from the subsurface exploration program would be evaluated by a licensed engineer in the State of Washington. A summary report would be prepared that includes the following:
  1. Description of observed subsurface soil and groundwater conditions with logs of the borings;
  2. Site Plan showing approximate locations of the explorations;
  3. Site preparation recommendations for earthwork including foundation subgrade preparation and structural fill;
  4. Recommended allowable bearing capacity for spread footings including settlement estimates;
  5. Discussion of alternate foundation support methods, as necessary;
  6. General seismic conditions including site class per the 2012 International Building Code (IBC) and liquefaction potential of site soils; and,
  7. Recommendations for additional geotechnical evaluations, as necessary.
- **Schedule:** We anticipate that the fieldwork can be scheduled within approximately two (2) to three (3) weeks of written authorization to proceed, but is subject to driller availability. Drilling of the borings can be completed in one day. Laboratory testing is anticipated to take about 1 week. Our final report would be completed within three days of completion of the laboratory testing. Preliminary geotechnical design information can be provided after the fieldwork and laboratory testing are completed to expedite design efforts by other team members.

## CONDITIONS

The client (and owner) should be aware that there are risks associated with any subsurface exploration procedures. As such, we request that the client and/or owner provide right of entry and access to the site and provide SSGC with the location of all underground utilities in the project area. SSGC will contact the local One Call utility service prior to completing our subsurface explorations. However, the location of private utilities is not part of SSGC's or the One Call system scope. All private underground utility lines should be marked prior to our fieldwork. SSGC will not be responsible or held liable for any damage to non-located utilities. A private utility locate is recommended due to existing development on the site, and we have included this service as a line item in our estimate.

Proposal for Geotechnical Services  
Eddon Boat Shop Ramp  
Gig Harbor, WA  
SSGC Proposal No. P14071  
November 24, 2014

SSGC

Borings would be drilled by a local drilling company subcontracted to SSGC. Upon completion of the borings, the driller is responsible for backfilling in accordance with Washington State Department of Ecology (DOE) requirements. Cuttings from the borings would be spread out near the boring locations or as directed by the owner. Note that there would be additional charges if the driller is requested to remove cuttings from the site.

SSGC takes reasonable efforts to reduce damage to the property during the field exploration activities. However, the client should be aware that in the normal course of the fieldwork, some disturbance will occur. We should be made aware of any restrictions or special requirements at this site prior to beginning the fieldwork.

**ESTIMATED FEES**

We will complete our services on a time and materials basis. A general breakdown of our estimated fees is presented below:

<u>Task</u>	<u>Estimated Fee</u>
Subcontract Driller	\$2,100
Private Utility Locate	\$ 250
Field Engineering	\$ 800
Laboratory Testing	\$ 200
Analyses and Report Preparation	<u>\$1,000</u>
<b>Total</b>	<b>\$4,350</b>

Additional services requested of SSGC would be charged on an hourly basis. We would prepare a separate proposal and fee estimate for additional services requested of us (such as required construction monitoring by the City, or other).

Proposal for Geotechnical Services  
Eddon Boat Shop Ramp  
Gig Harbor, WA  
SSGC Proposal No. P14071  
November 24, 2014

SSGC

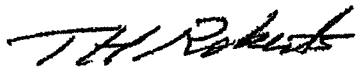
**AUTHORIZATION**

This proposal may be accepted by executing the attached Agreement for Services and returning one copy to SSGC. This proposal is valid only if authorized within ninety days from the listed proposal date.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. Please contact us if you have any questions regarding this proposal.

Respectfully,

South Sound Geotechnical Consulting



Timothy H. Roberts, P.E., R.G.  
Member/Geotechnical Engineer

Attachment: Agreement for Services

**PROFESSIONAL SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
PRIZM SURVEYING, INC.**

---

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

**RECITALS**

WHEREAS, the City is presently engaged in Survey and Layout for Eddon Boat Marine Railways 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 Two Thousand Four Hundred Eighty-Seven Dollars and Fifty Cents (\$2,487.50) 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 March 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:

City of Gig Harbor

v.2014{AXS1249315.DOC;1/00008.900000/ }

Prizm Surveying, Inc.  
ATTN: Gary Letzring, P.L.S.  
P.O. Box 110700  
Tacoma, WA. 98411  
253-404-0983

ATTN: Steve Misiurak, P.E.  
City Engineer  
3510 Grandview Street  
Gig Harbor, WA 98335  
(253) 851-6170

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

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

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

CONSULTANT

CITY OF GIG HARBOR

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

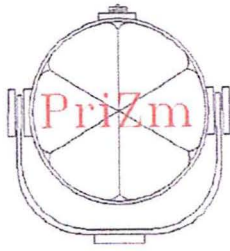
By: \_\_\_\_\_  
Mayor Jill Guernsey

ATTEST:

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

APPROVED AS TO FORM:

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



**PRIZM**  
**SURVEYING INC.**

P.O. Box 110700  
Tacoma, WA 98411  
Office: 253-404-0983  
Fax: 253-404-0984  
[gletzring@prizmsurveying.com](mailto:gletzring@prizmsurveying.com)  
[www.prizmsurveying.com](http://www.prizmsurveying.com)

Ms. Maree' George  
Public Works Asst.  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335

November 24, 2014

**Exhibit A**

Re: Eddon Boat Marine Railway Surveying Services.

Dear Ms. George,

**PriZm Surveying** is pleased to provide you with this proposal for Surveying Services. Prior work performed in the vicinity of the project will be utilized to lower the overall project costs. The following is our proposed scope of work for the project.

**Task 1 – Marine Railway Construction Surveying:**

1. Using plans provided for the project, calculate and prepare a work sheet for field use identifying positions to be field staked.
2. Utilizing our existing Survey control network performed in the vicinity of the project area we will provide layout locations and offsets for the new Pile locations.
3. As-built the elevations of the existing pilings and modify a plan sheet noting the Pile elevation and the planned cut or fill to the planned trim or cut elevation.
4. Provide the client with the pile as-built and be available for questions and comments.
5. Reduce the field notes, and verify positional tolerance of staked points.

**The estimated cost for Task 1 services is \$2,487.50**

- Professional Land Surveyor 1/2 hour @ \$95.00 /hour
- 2-man survey crew 16 hours @ \$125.00 /hour
- Survey Technician 5 hours @ \$85.00 /hour
- Administration 1/4 hour @ \$60.00 /hour

Specifically excluded from our described scope of services are any title research or reports, any geotechnical studies, wetland or traffic studies, landscaping, and / or any engineering services. If required the Client will pay all costs of title reports, filing fees, and other governmental fees and assessments not specifically identified within this proposal.

PriZm Surveying will perform additional services beyond the basic scope of work upon your request. No extra work will be undertaken without your prior authorization. Revisions to work completed or in progress, requested by you or your agents through no fault of PriZm Surveying, will be considered extra services for which additional compensation is due. If you require a

Eddon Boat Park

Page 2 of 2

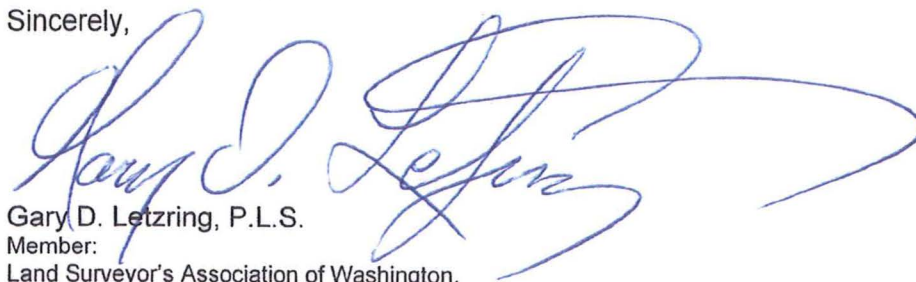
written proposal and authorization for additional services, this should be addressed at the time the work is requested.

Any part of this proposal is negotiable pending your particular survey requirements. Should you desire additional services beyond the scope above our regular hourly rates are as follows:

- 2-man survey crew \$125 an hour
- GPS survey crew \$137.50 an hour
- Licensed Land Surveyor \$95 an hour
- Survey Technician \$85 an hour

We look forward to working with you on your project, and if you have any questions or comments regarding this proposal, please call me at (253) 404-0983.

Sincerely,



Gary D. Letzring, P.L.S.

Member:

Land Surveyor's Association of Washington,  
National Society of Professional Land Surveyors,  
American Congress on Surveying and Mapping



**George, Maree**

**Exhibit B**

---

**From:** Gary <gletzring@prizmsurveying.com>  
**Sent:** Tuesday, November 25, 2014 7:04 AM  
**To:** George, Maree  
**Subject:** RE: Scope and Fee for Upcoming Eddon Boat Shop Project

Maree

Below is the breakdown.

Task 1, item 1; 2.5 hours - Survey Tech, 0.25 hours – Professional Land Surveyor  
Task 1, item 2; 8 hours - 2-man survey crew,  
Task 1, item 3: 8 hours – 2-man survey crew  
Task 1, item 4; 2.5 hours – Survey Tech,  
Task 1, item 5: 0.25 hours – Professional Land Surveyor, 0.25 hours – Administration

Hope this helps,

Thank you,

Gary Letzring P.L.S.  
**Prizm Surveying Inc.**  
Phone: (253) 404-0983  
Fax: (253) 404-0984  
Web: [www.Prizmsurveying.com](http://www.Prizmsurveying.com)


**From:** George, Maree [<mailto:GeorgeM@cityofgigharbor.net>]  
**Sent:** Monday, November 24, 2014 2:22 PM  
**To:** 'Gary'  
**Subject:** RE: Scope and Fee for Upcoming Eddon Boat Shop Project

Gary~

Would you be able to break out the hours of labor and their rates per each scope task item in a simple spreadsheet for me? (i.e. Task #1, item #4 = 2 hours Survey Technician; 1 hours for Two-Man Survey Crew, etc.). We can then use that for billing out the contract. Let me know if you have any questions.

Thank you

*Maree' George, Public Works Asst.*

 *City of Gig Harbor*  
3510 Grandview Street, Gig Harbor, WA 98335  
253- 853-7553 (direct line), 253-853-7597 (fax)



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

**Subject:** HVAC Controls System Software Upgrade and Computer Replacement – Purchase Authorization

**Proposed Council Action:** Authorize the Mayor to execute a Purchase Order with ATS Automation for Software Upgrade and Computer Replacement.

**Dept. Origin:** Public Works  
**Prepared by:** Jeff Langhelm, P.E.  
Public Works Director  
**For Agenda of:** December 8, 2014  
**Exhibits:** Purchase Proposal

**Concurred by Mayor:**

**Approved by City Administrator:**

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

**Approved by Finance Director:**

**Approved by Department Head:**

Initial & Date  
Jo 12-3-14  
RW 12/3/14  
via email  
AT/DR 12/3/14  
JOD 12/3/14

Expenditure Required	\$9,354.87	Amount Budgeted	\$10,000	Appropriation Required	None
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**INFORMATION / BACKGROUND**

The City of Gig Harbor HVAC controls system is an Alerton system and was installed in 2002. The most critical components, the Global Controller (BTI) and the system software are of that era. The operating system needs to be upgraded in order to maintain seamless operation of the system and keep up with changing technology.

The current Alerton system software was designed for Windows XP and is not compatible with Windows 7 or 8. Microsoft no longer supports Windows XP and it is recommended that the software be upgraded as a priority.

This proposal provides software, materials, labor and a computer that will replace the current Alerton server. The new platform, Alerton Ascent Compass, is equipped with many new features and is compatible with existing controllers as well as Microsoft's latest software releases.

**FISCAL CONSIDERATION**

The cost is within the \$10,000 that was anticipated in the adopted 2014 budget and as identified under City Buildings, Objective #5, Energy Management System.

**BOARD OR COMMITTEE RECOMMENDATION**

N/A

**RECOMMENDATION / MOTION**

**Move to:** Authorize the Mayor to execute a Purchase Order with ATS Automation for Software Upgrade and Computer Replacement.





October 21, 2014

Marty West  
City of Gig Harbor  
3510 Grandview St  
Gig Harbor, WA 98335

**Subject: Alerton System Software Upgrade**

The City of Gig Harbor Civic Center HVAC controls system is an Alerton system and was installed in approximately 2002. Your most critical components, the Global Controller (called a BTI) and the system software (Envision for BACTalk version 1.10A) are of that era. These items have been operational for more than 14 years and can continue to operate for more, but it is important to consider proactive upgrades in order to maintain seamless operation of the system and keep up with changing technology. *This proposal will summarize the state of your existing Alerton software platform, provide benefits to upgrading, and conclude with pricing information.*

The Alerton system software, currently Envision for BACTalk version 1.10A, was designed for Windows XP, but is not compatible with Microsoft's most recent versions like Windows 7 and 8. Since Microsoft no longer supports Windows XP, it is recommended that the Alerton System software be upgraded as a priority.

Alerton's newest BACTalk control platform is called Alerton Ascent Compass. This platform is equipped with many new features and is compatible with your existing controllers as well as Microsoft's latest software releases. In an effort to prepare you for a software upgrade, I will summarize some benefits of doing the upgrade and follow with pricing.

**SOFTWARE UPGRADE FEATURES:**

- Improved Alarm Delivery: Control system alarms can be sent out via public email servers like Google mail (Gmail) without employing a dedicated SMTP server on their site.
- Improved Change Tracking: Monitor and log all system changes and the user name of the operator who made them.
- Enhanced user profiles: Users can now be assigned to groups and managed by group assignment. Groups can be set up by floor, building, campus, city or any other categorization strategy.
- Improved security: Users are automatically logged out after an adjustable time-period with no mouse or keyboard activity.
- New tenant activity: Monitor the after-hours override activity of tenants in a single zone or multiple zones. Automatically generate bills for tenants based on the tenant's billing rate multiplied by that tenant's after-hours usage. This bill can be generated for any date range you specify.
- Automates archiving trendlogs and energy logs. Users can prevent data loss by scheduling auto archiving on a periodic basis—such as daily, weekly, monthly, quarterly, etc.
- Access via the web available as a standard component. (can be used via the Intranet or Internet)
- Runs on current Windows operating systems.

**System Software Upgrade Pricing Summary:**

The pricing below includes software, materials, and labor to upgrade the Alerton software from Envision for BACTalk 1.10A to Alerton's latest version, Alerton Ascent Compass. We will then verify communication between the Alerton server and the existing Global Controller and unitary controllers. If your IT department is agreeable, we will set up the web access feature so that the site can be accessed via the Internet or Intranet. If remote access is granted, we will test that operation. .

**Alerton System Software Upgrade Price: \$6,529.00 + W.S.S.T.**

**Add Alternate #1: Computer Replacement:**

The software upgrade, as described above, will require the computer that acts as the Alerton system server is replaced. The following are Alerton's recommended specifications:

- CPU: 2.66 GHZ Core 2 Duo
- 4 GB RAM
- 86 GB of free hard disk space
- High-performance graphics adapter
- 1 Network Interface Card
- Keyboard, monitor, mouse, DVD drive
- 64 bit - Windows 7 Professional, Windows 8, Windows 8.1
- Visio 2010

If Add Alternate #2 is accepted, ATS will provide the new computer that will be the Alerton Server. ATS will not provide or install any anti-virus software, Microsoft Office applications, or programs not directly related to the operation of the Alerton software.

**Add Alternate #1: New Computer Price:** \$ 2,093.00 + W.S.S.T.

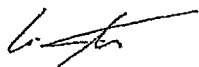
TOTAL w/TAX = \$9,354.87

**Proposal Clarifications:**

- The Base Scope assumes the computer used as the Alerton server will be provided by the city of Gig Harbor and will comply with the specifications listed above.
- ATS will provide the Alerton Ascent Compass software package including DVD, License key, operator's manual, Getting Started Guide, and other manuals in PDF form.
- ATS will setup and configure one Alerton central server and enable Alerton system Web access with permission and appropriate setup information from your IT department.
- ATS recommends that we (ATS) meet with a City of Gig Harbor IT representative and Facilities Representative prior to project implementation in order to discuss Alerton network architecture and its place within the city's infrastructure.
- Modifications to the existing Sequence of Operations or graphics structure are not included in this proposal.
- The above proposals are based upon work performed during standard day- times (M – F; 7 AM – 5 PM).
- ATS Automation specifically excludes the warranty and replacement of all existing equipment (mechanical, controls, or electrical).
- ATS Automation specifically excludes troubleshooting existing Energy Management System problems as a part of this budget proposal.
- All pricing exclude sales tax and construction bonds
- All newly installed equipment is warranted against defect for a period of one year from the purchase date.
- Support Agreement customers will benefit from a discount on labor and material. Please let me know if you would like information on our Preventative Maintenance or Controls System Energy Conservation Assistance Services.
- This Proposal Will Remain Valid for 60 Days

Thank you for the opportunity to work with you on this project. If you have any questions, please contact me.

Respectfully,



Eric Stacy  
Service Sales Engineer  
206-276-4303

URGENT

WASHINGTON STATE LIQOUR CONTROL BOARD - License Services  
3000 Pacific Ave SE - P O Box 43075  
Olympia WA 98504-3075

TO: MAYOR OF GIG HARBOR

December 2, 2014

URGENT

SPECIAL OCCASION #: 092365

HARBOR HISTORY MUSEUM  
4121 HARBORVIEW DR  
GIG HARBOR, WA 98335

DATE: DECEMBER 18, 2014

TIME: 6:30 PM TO 9 PM

PLACE: HARBOR HISTORY MUSEUM - 4121 HARBORVIEW DR, GIG HARBOR

CONTACT: MICHELLE PAULUS, 253-858-6722 X 7

SPECIAL OCCASION LICENSES

- \* \_\_ Licenses to sell beer on a specified date for consumption at a specific place.
- \* \_\_ License to sell wine on a specific date for consumption at a specific place.
- \* \_\_ Beer/Wine/Spirits in unopened bottle or package in limited quantity for **off** premise consumption.
- \* \_\_ Spirituous liquor by the individual glass for consumption at a specific place.

If return of this notice is not received in this office within 20 days from the above date, we will assume you have no objections to the issuance of the license. If additional time is required please advise.

- 1. Do you approve of applicant? YES \_\_\_ NO \_\_\_
- 2. Do you approve of location? YES \_\_\_ NO \_\_\_
- 3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? YES \_\_\_ NO \_\_\_

OPTIONAL CHECK LIST

	<u>EXPLANATION</u>	YES ___	NO ___
LAW ENFORCEMENT	_____	YES ___	NO ___
HEALTH & SANITATION	_____	YES ___	NO ___
FIRE, BUILDING, ZONING	_____	YES ___	NO ___
OTHER:	_____	YES ___	NO ___

If you have indicated disapproval of the applicant, location or both, please submit a statement of all facts upon which such objections are based.

DATE SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMIONERS OR DESIGNEE

\* less than 20 days! please Fax: 360-753-2710.



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

**Subject:** Washington State Heritage Grant Contract #HCP 15-17 Amendment No. 1 for the Eddon Boat Restoration Phase III – (Marine Railways)

**Proposed Council Action:** Approve and authorize the Mayor to execute the Washington State Heritage Grant Contract #HCP 15-17 Amendment No. 1 for the Eddon Boat Restoration Phase III – (Marine Railways)

**Dept. Origin:** Administration

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

**For Agenda of:** December 8, 2014

**Exhibits:** Amendment No. 1  
Initial & Date

**Concurred by Mayor:**

**Approved by City Administrator:** *RW 12/4/14*

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

**Approved by Finance Director:** *OK 12/4*

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

Expenditure	Amount	Appropriation
Required -0-	Budgeted \$230,000	Required \$ -0-

**INFORMATION / BACKGROUND**

Eddon Boatyard was acquired through the 2005 Voted General Obligation (UTGO) Bond. As part of the acquisition, the historic boat building was identified for preservation and restoration so that its traditional and culturally significant use, boatbuilding, could also be preserved for the community. In 2008, the City was awarded a \$1 million grant to restore the boat building for public access. In 2010, the City received a second grant award from the state in the amount of \$238,140 to reconstruct the pier. A 2012 grant for \$128,000 was awarded to reconstruct the marine railways that were removed during remediation. Reconstruction of the system will allow for the movement of boats in and out of the water. Permitting agencies would not approve the proposed concrete containment pad. The amendment reflects removal of the pad and refines the engineering plans for the railway and carriage system (see attached).

**FISCAL CONSIDERATION**

The budget for the project in 2015-2016 is \$230,000. There is no budgetary impact by this amendment.

**BOARD OR COMMITTEE RECOMMENDATION**

n/a

**RECOMMENDATION / MOTION**

**Move to:** Approve and authorize the Mayor to execute to execute the Washington State Heritage Grant Contract #HCP 15-17 Amendment No. 1 for the Eddon Boat Restoration Phase III – (Marine Railways).



November 25, 2014

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

Dear Lita Dawn:

Enclosed is the unsigned Contract Amendment No. 1 for your Washington State Heritage Capital Projects Fund grant #HCP 15-17. The updated design drawings you've forwarded "Upland Piling and Marine Rails Installation - November 2014", are referenced in the Project Scope of Work. We anticipate you also providing copies of the letters of approval from each of the agencies with approval authority in this project.

The contract amendment should be reviewed, approved, signed by Mayor Jill Guernsey, the individual authorized by the GRANTEE, and returned to me in its entirety in the enclosed postage-paid envelope. Upon our receipt of this document and the requested approval letters, the contract amendment will be signed and dated by the AGENCY Executive Director Jennifer Kilmer. One copy of the executed contract amendment will be sent back to you, and we will retain the one original. With execution of this amendment between the City of Gig Harbor (GRANTEE) and the Washington State Historical Society (AGENCY), the GRANTEE's remaining HCPF grant funding will be available for completion of the Eddon Boat Restoration – Phase III.

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

Sincerely,

A handwritten signature in black ink that reads "Janet Rogerson". The signature is written in a cursive, flowing style.

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



STATE OF WASHINGTON  
WASHINGTON STATE HISTORICAL SOCIETY

AMENDMENT NO. 1 TO HCP 15-17  
CITY OF GIG HARBOR

WHEREAS, the WASHINGTON STATE HISTORICAL SOCIETY, 1911 Pacific Avenue, Tacoma, WA 98402 (AGENCY) and the CITY OF GIG HARBOR, 3510 Grandview Street, Gig Harbor, WA 98335 (GRANTEE), desire to amend this state funded contract for Heritage Capital Projects, HCP 15-17. (CONTRACT), to provide for an adjustment of the Project Scope of Work, the CONTRACT is hereby amended as follows:

- Attachment B is deleted and replaced in its entirety as attached.

The effective date of this Amendment is the last date of execution. All other terms and conditions of this CONTRACT remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby execute this Amendment.

\_\_\_\_\_  
Jennifer Kilmer  
Executive Director  
Washington State Historical Society

\_\_\_\_\_  
Jill Guernsey  
Mayor  
City of Gig Harbor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

PRE-APPROVED AS TO FORM BY THE STATE ASSISTANT ATTORNEY GENERAL, DAWN CORTEZ,  
APRIL 29, 2014 (SIGNATURE ON FILE).

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

**PROJECT SCOPE OF WORK NARRATIVE**

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

Phase I –

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

Phase II –

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

Phase III –

Reconstruction of the railway system began in 2011 in partnership with the tenant (Gig Harbor BoatShop) and private donors. The work included installation of 18 steel pilings as approved by the United States Army Corps of Engineers. 36 more pilings were installed in 2012. All “in water work” was completed within the permit window. The costs of doing this work are being applied as cost share.

The remaining work to be done includes completing the installation of Marine Railways suitable for hauling and launching restored vessels. This work (as defined in the updated drawings “Upland Piling and Marine Rails Installation - November 2014”, includes installation of the last 14 pilings above high mean water, trimming existing steel piling (lengths), piling caps, cross members that tie the piling together, and steel rails for the carriage to track on. The scope also includes design, engineering, and management of the project. Containment will be captured within the carriage system structure. A bulwark will encircle the carriage-top surface that can then be washed into a sump and pumped into a settling system prior to filtration. The remaining water will be routed into the City’s wastewater system.

**PROJECT SCOPE OF WORK BY ARCHITECTURAL DIVISIONS**

**Division 3 CONCRETE**

Concrete encasement of upper piling (above High Water Level)

**Division 5 METALS**

Structural rails for carriage system. 14 steel piling.

**Division 6 WOOD, PLASTICS AND COMPOSITES**

Wood “I” beam for railway system.



**Division 23 HEATING VENTILATING AND AIR CONDITIONING (HVAC)**

Stormwater / Wastewater plumbing pipe into City system.

**Division 26 ELECTRICAL**

Hard-wiring of stormwater / wastewater system.

**Division 31 EARTHWORK**

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

**CERTIFICATION**

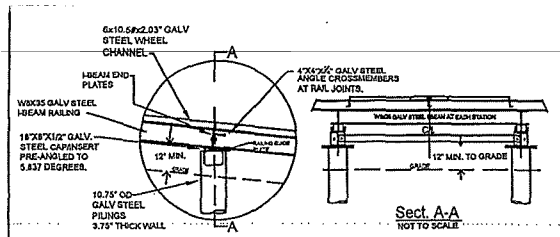
The GRANTEE, by its signature, certifies that the Project Scope of Work set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date written below. The GRANTEE shall make all plans and documents funded in whole or in part by this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

\_\_\_\_\_  
GRANTEE

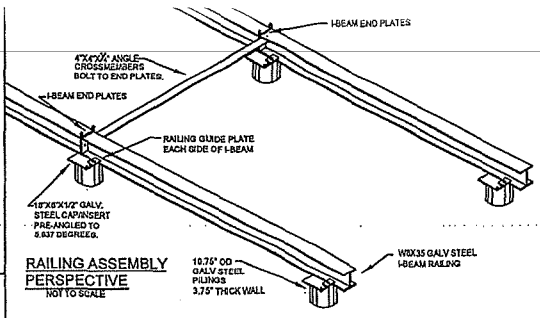
\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE



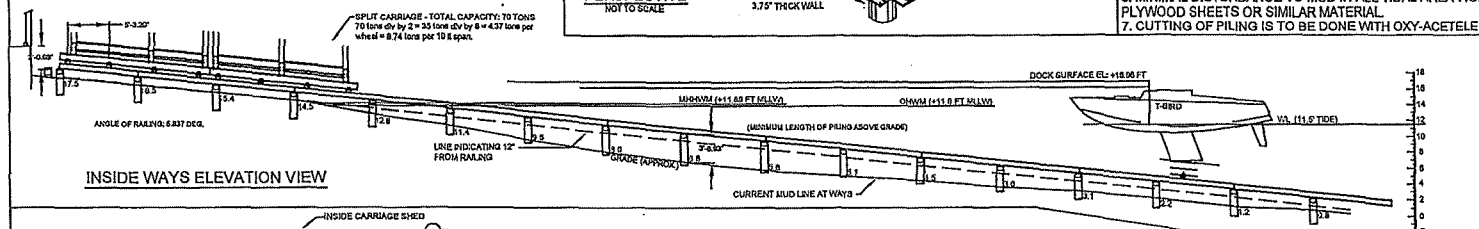


**ELEVATION DETAIL 1.**  
TYPICAL AT 'C' & 'E' PILING. NOT TO SCALE

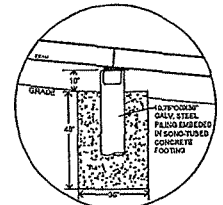


**RAILING ASSEMBLY PERSPECTIVE**  
NOT TO SCALE

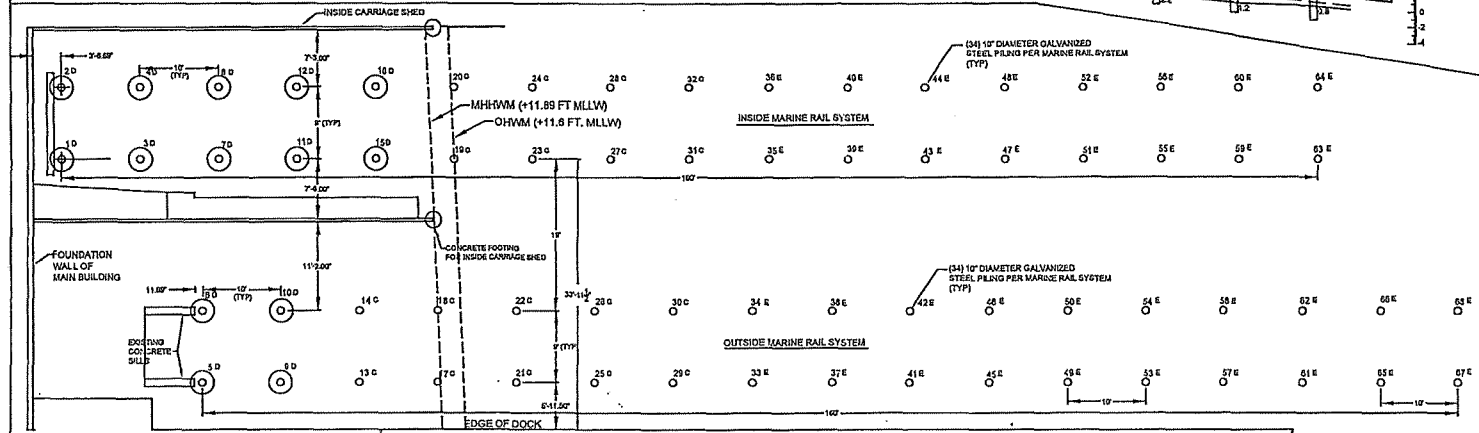
- NOTES:
- CONTRACTOR(S) IS TO COMPLY WITH ALL FEDERAL, STATE, AND CITY PERMITS.
  - MEAN LOWER LOW WATER (MLLW) = 0.0 FEET.
  - PILE DRIVING:  
WORK HOURS ARE LIMITED TO 7:00 AM TO 7:00 PM LOCAL TIME. DRIVE ALL PILING OPEN ENDED. DO NOT SPLICE PILES. 6" HORIZONTAL PLACEMENT TOLERANCE. 8" PLUMBNESS TOLERANCE. VIBRATORY METHODS SHALL BE USED TO PLACE PILES. PILE DEPTH SHALL BE A MINIMUM OF 10' BELOW SURFACE OR UNTIL THE PSI 1200 HAMMER DRIVE THE PILE LESS THAN 6" IN 60 SECONDS. EACH PILE SHALL SUPPORT MIN. OF 8.75 TONS. TOTAL STEEL PILING REQUIRED: 68 PILING DRIVEN IN MARCH 2011: 18, INDICATED AS "C". PILING DRIVEN IN SEPTEMBER 2012: 36, INDICATED AS "E". REMAINING PILING OR FOOTINGS TO BE INSTALLED: 14, INDICATED AS "D". ALL PILING MUST BE DRIVEN SUCH THAT AT LEAST 4 FEET OF PILING EXTENDS ABOVE MUD LINE.
  - ALL STEEL COMPONENTS SHALL BE ASTM A36 MIN AND GALVANIZED.
  - LOWER SURFACE OF RAILING SHALL BE A MIN. OF 12" FROM MUD SURFACE.
  - MINIMAL DISTURBANCE TO MUD IN ALL TIDAL AREA WORK IS REQUIRED BY USE OF PLYWOOD SHEETS OR SIMILAR MATERIAL.
  - CUTTING OF PILING IS TO BE DONE WITH OXY-ACETYLENE TORCH.



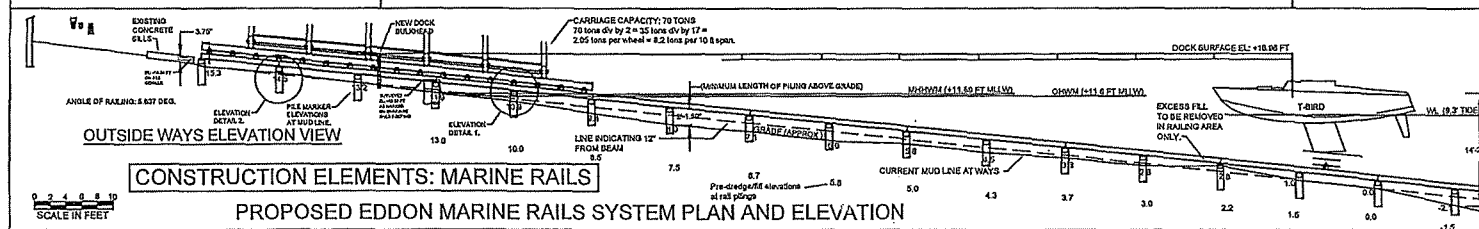
**INSIDE WAYS ELEVATION VIEW**



**ELEVATION DETAIL 2.**  
TYPICAL AT 'D' PILING. NOT TO SCALE



**MARINE WAYS PLAN VIEW**



**CONSTRUCTION ELEMENTS: MARINE RAILS**

**PROPOSED EDDON MARINE RAILS SYSTEM PLAN AND ELEVATION**

PURPOSE: SUPPORT FUTURE EDDON BOATYARD FACILITIES DEVELOPMENT AND PUBLIC USE THROUGH INSTALLATION OF MARINE RAILS AND CONTAMINATION CONTAINMENT SYSTEM.  
 DATUM: LAT 47 20'03.79" LONG 122 35'17.43"  
 MLLW=0.0' - N.O.S.  
 S5721N RZE  
 ADJACENT PROPERTY OWNERS:  
 FAIRWAY HOLDINGS LLC AND STEVE NIKOLICH

NAME: EDDON BOATYARD MARINE RAILS PROJECT.  
 REFERENCE#: NWS-  
 SITE LOCATION ADDRESS:  
 3711 AND 3805 HARBORVIEW DRIVE  
 GIG HARBOR, WASHINGTON 98335


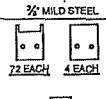

PREPARED BY:  
**McMillan DESIGN, INC.**  
 9816 Jacobson Lane  
 Gig Harbor, WA 98332 USA  
 Tel (253) 858-1986  
 Fax (253) 858-1986  
 Email: jbh-mcmillan@earthlink.net

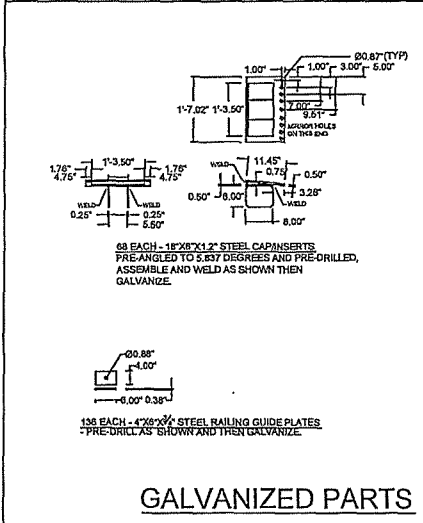
PROPOSED: UPLAND PILING AND MARINE RAILS INSTALLATION.  
 IN: PUGET SOUND  
 NEAR: GIG HARBOR  
 COUNTY OF: PIERCE  
 STATE: WASHINGTON  
 DATE: NOVEMBER 2014

**MARINE RAILS:  
PLAN & ELEVATION**

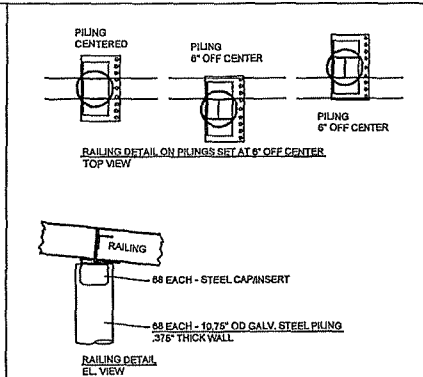
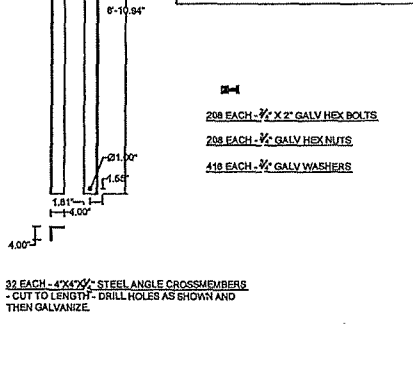
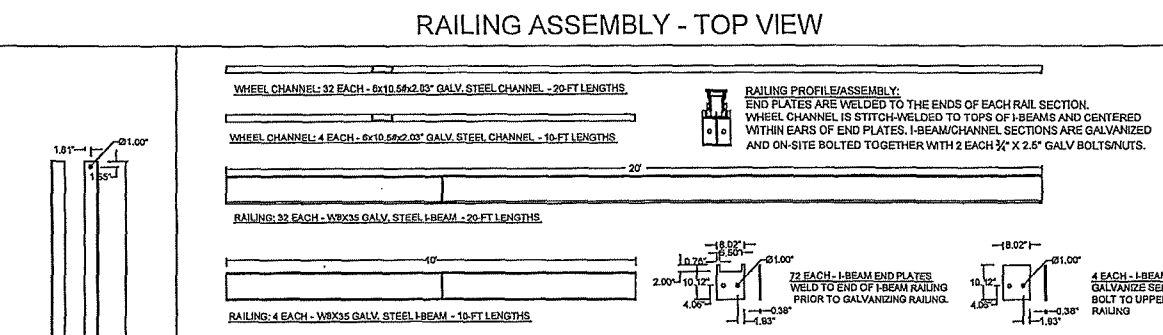
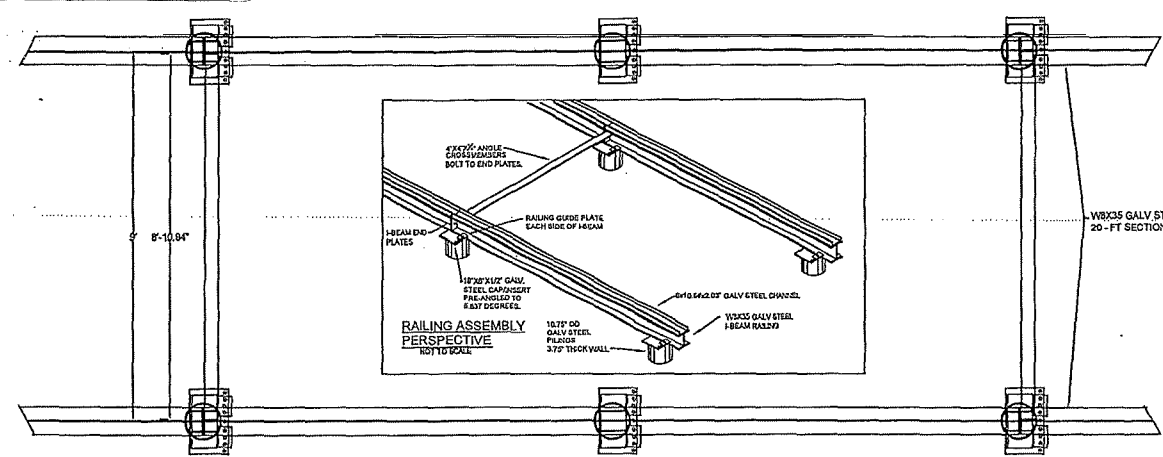
- MATERIALS:**
- 68 EACH - 10.75" OD GALV. STEEL PILING  
3/16" THICK WALL
  - 32 EACH - W8X35 GALV. STEEL I-BEAM RAILING - 20-FT LENGTHS
  - 4 EACH - W8X35 GALV. STEEL I-BEAM RAILING - 10-FT LENGTHS
  - 72 EACH - I-BEAM END PLATES  
WELD TO END OF I-BEAMS PRIOR TO GALVANIZING.
  - 32 EACH - W8X11.5# GALV. STEEL CHANNEL - 20-FT LENGTHS
  - 4 EACH - W8X11.5# GALV. STEEL CHANNEL - 10-FT LENGTHS
  - 68 EACH - 18"X18"X1/2" STEEL CAPSINSERTS  
PRE-ANGLED TO 5.637 DEGREES - PRE-DRILL,  
ASSEMBLE AND WELD AS SHOWN THEN GALVANIZE.
  - 32 EACH - 4"x4"x1/2" STEEL ANGLE CROSSMEMBERS  
- CUT TO LENGTH - DRILL HOLES AS SHOWN AND  
THEN GALVANIZE.
  - 136 EACH - 4"x6"x3/8" STEEL RAILING GUIDE PLATES  
- WATERJET FOLDS AS SHOWN AND THEN GALVANIZE.
  - 208 EACH - 3/4" X 2" GALV. HEX BOLTS
  - 208 EACH - 3/4" GALV. HEX NUTS
  - 416 EACH - 3/4" GALV. WASHERS

**WATERJET PARTS:**  
GHB MARINE RAILWAYS

1/2" MILD STEEL	3/8" MILD STEEL	1/2" MILD STEEL
		
68 EACH	136 EACH	136 EACH



**GALVANIZED PARTS**



**INSTALLATION NOTES:**

MINIMAL DISTURBANCE TO MUD IN ALL TIDAL AREA WORK IS REQUIRED BY USE OF PLYWOOD SHEETS OR SIMILAR MATERIAL.

CUTTING OF PILING IS TO BE DONE WITH OXY-ACETYLENE TORCH.

PILING ARE LASER-MARKED AT SPECIFIED ANGLE FROM TOP PILING TO BOTTOM PILING AND CUT TO LENGTH HORIZONTALLY WITH CUTTING TORCH, CROSS CUT TO CREATE A FLAT, EVEN LEVEL SURFACE. MAKE SURE THE CURVES OF EACH "PART" OF PILING ARE LEVEL WITH EACH OTHER.

CAPSINSERTS ARE FORCE-FITTED INTO PILING AND ORIENTATED SO THAT EACH PLATE IS AT THE SAME ANGLED PLANE FROM TOP PILING TO BOTTOM PILING.

CAPSINSERT PLATES ALONG ONE LENGTH OF "RAILING" ARE LASER-MARKED WITH A STRAIGHT LINE SO AS TO POSITION BOTH PARALLEL RAILINGS IN THEIR BEST SUPPORTED POSITIONS. MEASURE EACH BENT 9 FT TO THE OTHER SIDE TO ENSURE ALL PLATES BEST SUPPORT THE RAILING. MARK EACH PLATE WHERE THE RAILING WILL BE SECURED IN A STRAIGHT LINE THE FULL LENGTH OF THE RAILING SYSTEM.

BEGIN BY INSTALLING THE LOWEST RAILING BEAMS (20-FT) WITH LOWER END OVERHANGING 10 FT OFF THE LOWEST PILING AND UPPER END CENTERED ON PLATE. SECURE RAILING TO PLATES WITH 4X6" GUIDE PLATES BY BOLTING TO NEAREST HOLES ON PLATE.

CONTINUE UPWARD WITH 20-FT SECTIONS OF RAILING. BOLT CROSSMEMBER TO RAILINGS AT RAILING END PLATES AS SHOWN.

CONTINUE UPWARD WHILE CHECKING ALIGNMENT PERIODICALLY. TOP MOST RAILING BENT ON EACH STRING IS A 10 FT SECTION.

**PURPOSE:** SUPPORT FUTURE EDDON BOATYARD FACILITIES DEVELOPMENT AND PUBLIC USE THROUGH INSTALLATION OF MARINE RAIL SYSTEM.  
**DATUM:** LAT 47 20'03.79" LONG 122 35'17.43"  
MLLW=0.0' - N.O.S.  
S5T21N R2E  
**ADJACENT PROPERTY OWNERS:**  
FAIRWAY HOLDINGS LLC AND STEVE NIKOLICH

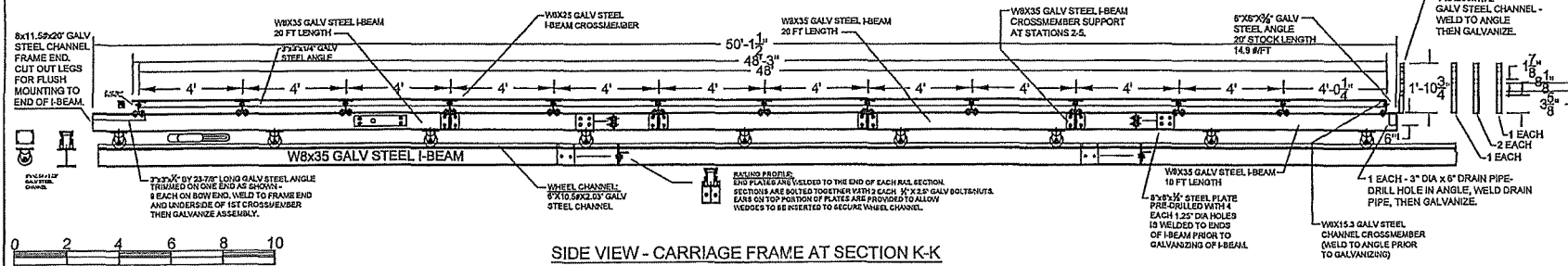
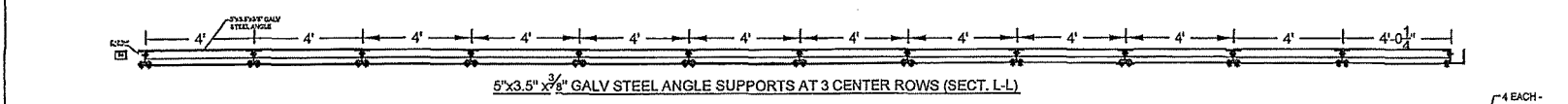
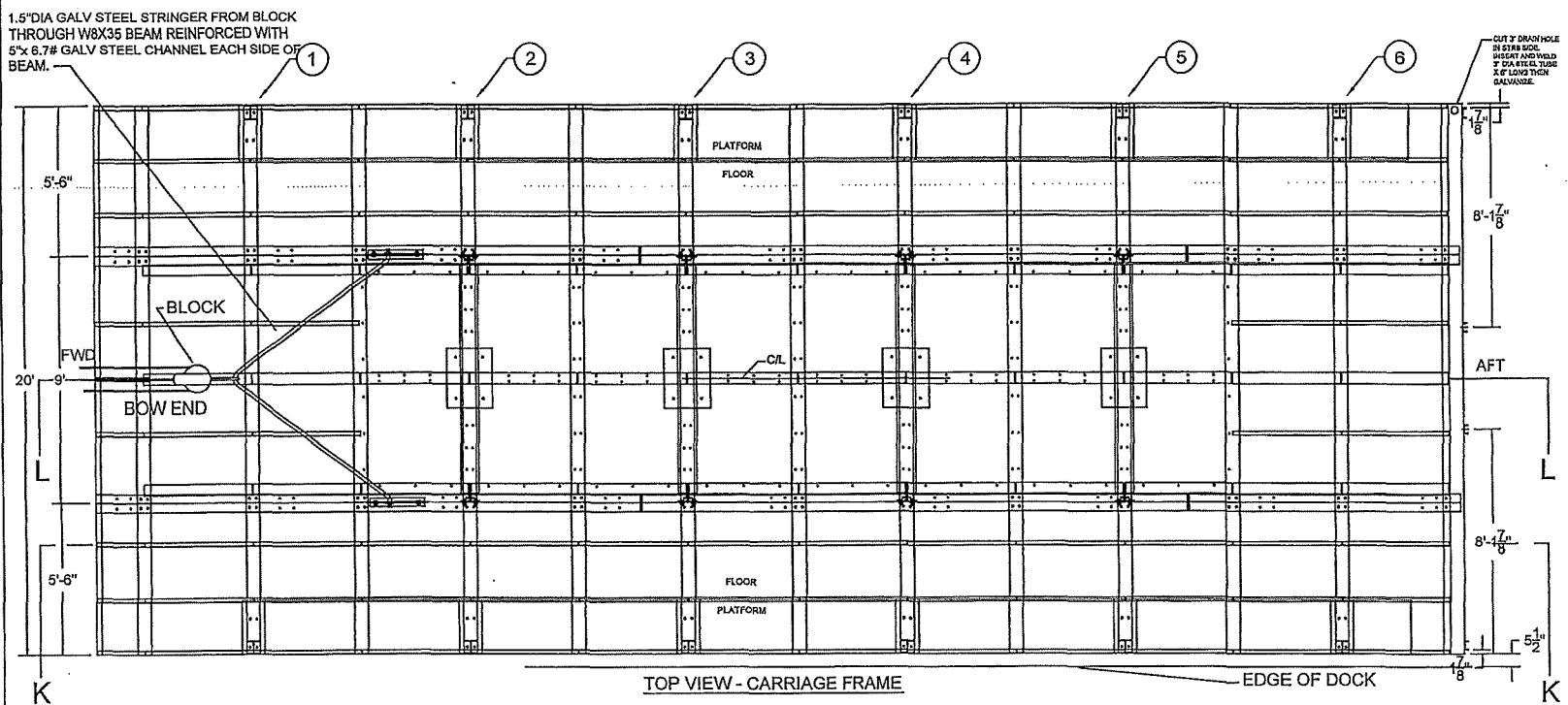
**NAME:** EDDON BOATYARD MARINE RAILS PROJECT.  
**REFERENCE#:** NWS-  
**SITE LOCATION ADDRESS:**  
3711 AND 3805 HARBORVIEW DRIVE  
GIG HARBOR, WASHINGTON 98335

**PREPARED BY:**  
**McMillan DESIGN, INC.**  
9816 Jacobsen Lane  
Gig Harbor, WA 98332 USA  
Tel (253) 858-1985  
Fax (253) 858-1986  
Email: john.mcmillan@earthlink.net

**PROPOSED:** INSTALL MARINE RAILS SYSTEM  
**IN:** PUGET SOUND  
**NEAR:** GIG HARBOR  
**COUNTY OF:** PIERCE  
**STATE:** WASHINGTON  
**DATE:** NOVEMBER 2014

**GALVANIZED RAILING PARTS**

**SHEET #2 OF 20**



PURPOSE: SUPPORT FUTURE EDDON BOATYARD FACILITIES DEVELOPMENT AND PUBLIC USE THROUGH INSTALLATION OF MARINE RAILS AND CONTAMINATION CONTAINMENT SYSTEM.  
 DATUM: LAT 47°20'03.79" LONG 122°35'17.43"  
 MLLW+0.0' - N.O.S.  
 SST21N R2E  
 ADJACENT PROPERTY OWNERS:  
 FAIRWAY HOLDINGS LLC AND STEVE NIKOLICH

NAME: EDDON BOATYARD MARINE RAILS AND CONTAINMENT PROJECT.  
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 SITE LOCATION ADDRESS:  
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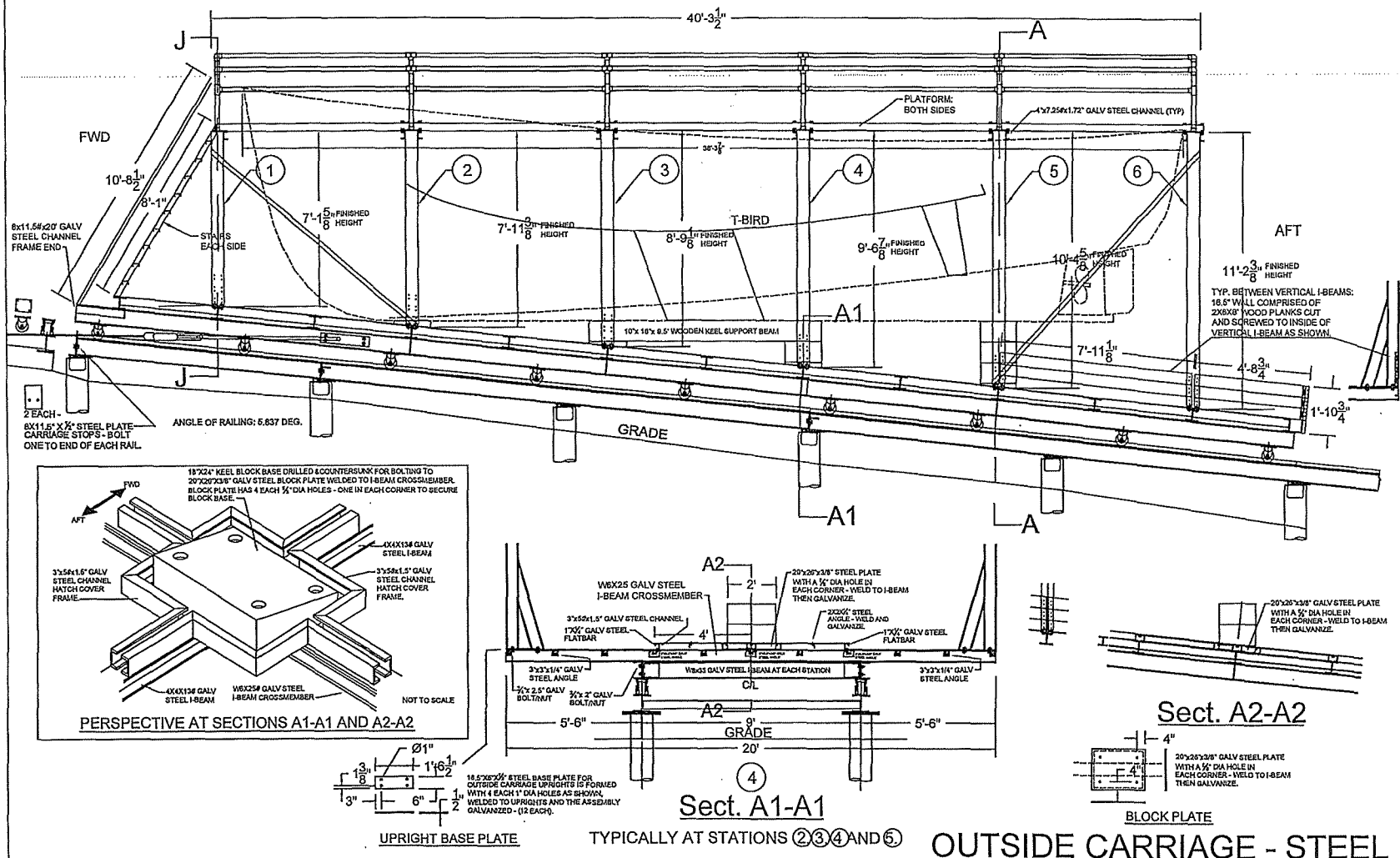
PREPARED BY:  
**McMillan DESIGN, INC**  
 9816 Jacobsen Lane  
 Gig Harbor, WA 98332 USA  
 Tel (253) 858-1985  
 Fax (253) 858-1986

PROPOSED: DRIVE PILING AND INSTALL MARINE RAILS AND CONTAINMENT SYSTEM.  
 IN: PUGET SOUND  
 NEAR: GIG HARBOR  
 COUNTY OF: PIERCE  
 STATE: WASHINGTON  
 DATE: NOVEMBER 2014

**OUTSIDE CARRIAGE - STEEL  
 PLAN & ELEVATION VIEWS**

SHEET #3 OF 20

CARRIAGE CAPACITY: 70 TONS  
70 tons div by 2 = 35 tons div by 9 =  
3.8 tons per wheel.



OUTSIDE CARRIAGE - STEEL

PURPOSE: SUPPORT FUTURE EDDON BOATYARD FACILITIES DEVELOPMENT AND PUBLIC USE THROUGH INSTALLATION OF MARINE RAILS AND CONTAMINATION CONTAINMENT SYSTEM.  
DATUM: LAT 47°20'03.79" LONG 122°35'17.43"  
MLLW=0.0' - N.O.S.  
S5T21N R2E  
ADJACENT PROPERTY OWNERS:  
FAIRWAY HOLDINGS LLC AND STEVE NIKOLICH

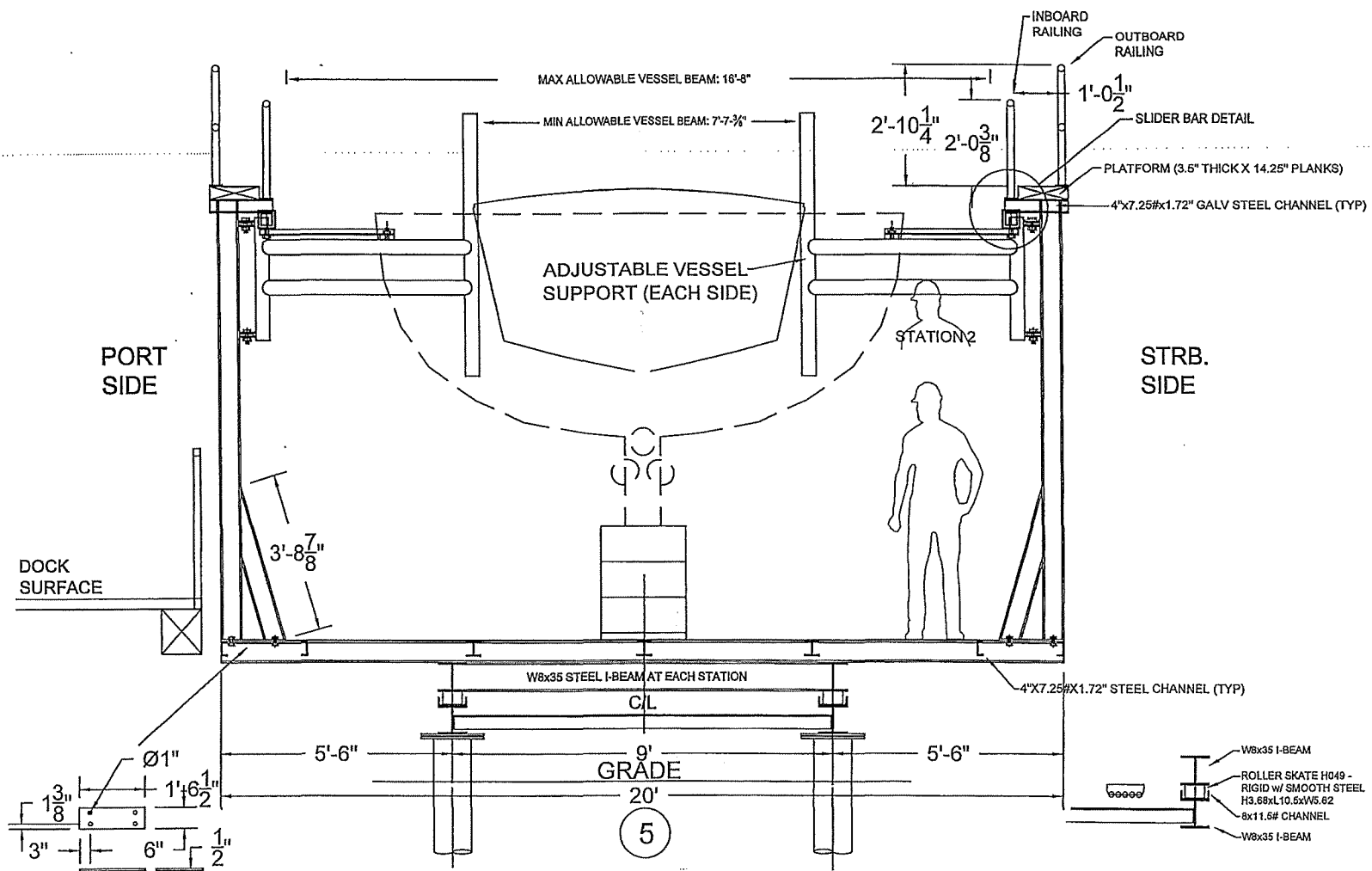
NAME: EDDON BOATYARD MARINE RAILS AND CONTAMINATION PROJECT.  
REFERENCE#: NWS-  
SITE LOCATION ADDRESS:  
3711 AND 3805 HARBORVIEW DRIVE  
GIG HARBOR, WASHINGTON 98335

PREPARED BY:  
**McMillan DESIGN, INC**  
9816 Jacobsen Lane  
Gig Harbor, WA 98332 USA  
Tel (253) 858-1985  
Fax (253) 858-1986

PROPOSED: DRIVE PILING AND INSTALL MARINE RAILS AND CONTAMINATION SYSTEM.  
IN: PUGET SOUND  
NEAR: GIG HARBOR  
COUNTY OF: PIERCE  
STATE: WASHINGTON  
DATE: NOVEMBER 2014

OUTSIDE CARRIAGE - STEEL  
ELEVATION VIEW

SHEET #4 OF 20



18.5"x6"x1/2" STEEL BASE PLATE FOR OUTSIDE CARRIAGE UPRIGHTS IS FORMED WITH 4 EACH 1" DIA HOLES AS SHOWN, WELDED TO UPRIGHTS AND THE ASSEMBLY GALVANIZED - (12 EACH).

### Sect. A-A

TYPICALLY AT STATIONS ②③④ AND ⑤

OUTSIDE CARRIAGE - STEEL

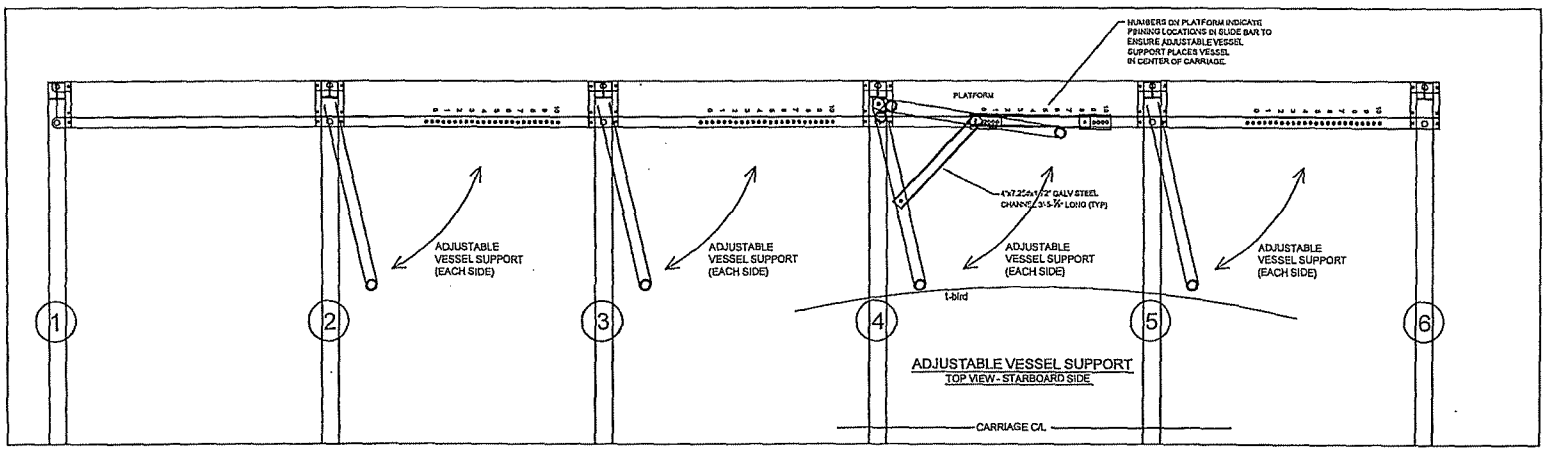
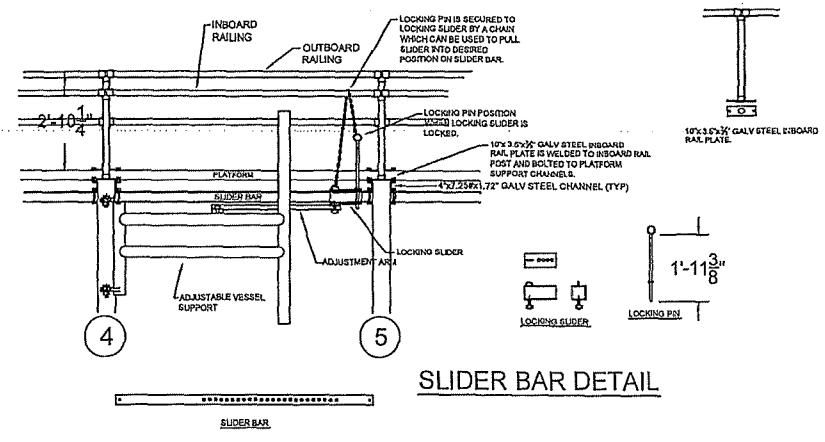
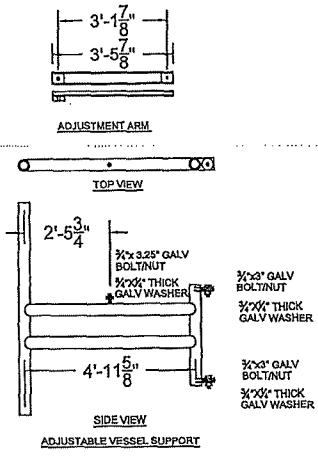
PURPOSE: SUPPORT FUTURE EDDON BOATYARD FACILITIES DEVELOPMENT AND PUBLIC USE THROUGH INSTALLATION OF MARINE RAILS AND CONTAMINATION CONTAINMENT SYSTEM.  
 DATUM: LAT 47°20'03.79" LONG 122°35'17.43"  
 MLLW=0.0' - N.O.S.  
 S5T21N R2E  
 ADJACENT PROPERTY OWNERS:  
 FAIRWAY HOLDINGS LLC AND STEVE NIKOLICH

NAME: EDDON BOATYARD MARINE RAILS AND CONTAINMENT PROJECT.  
 REFERENCE#: NWS-  
 SITE LOCATION ADDRESS:  
 3711 AND 3805 HARBORVIEW DRIVE  
 GIG HARBOR, WASHINGTON 98335

PREPARED BY:  
**McMillan DESIGN, INC.**  
 9816 Jacobsen Lane  
 Gig Harbor, WA 98332 USA  
 Tel (253) 858-1985  
 Fax (253) 858-1986

PROPOSED: DRIVE PILING AND INSTALL MARINE RAILS AND CONTAINMENT SYSTEM.  
 IN: PUGET SOUND  
 NEAR: GIG HARBOR  
 COUNTY OF: PIERCE  
 STATE: WASHINGTON  
 DATE: NOVEMBER 2014

SECTION A-A  
**SHEET #5 OF 20**



## ADJUSTABLE VESSEL SUPPORT

PURPOSE: SUPPORT FUTURE EDDON BOATYARD FACILITIES DEVELOPMENT AND PUBLIC USE THROUGH INSTALLATION OF MARINE RAILS AND CONTAMINATION CONTAINMENT SYSTEM.  
 DATUM: LAT 47°20'03.79" LONG 122°35'17.43"  
 MLLW=0.0' - N.O.S.  
 SST21N R2E  
 ADJACENT PROPERTY OWNERS:  
 FAIRWAY HOLDINGS LLC AND STEVE NIKOLICH

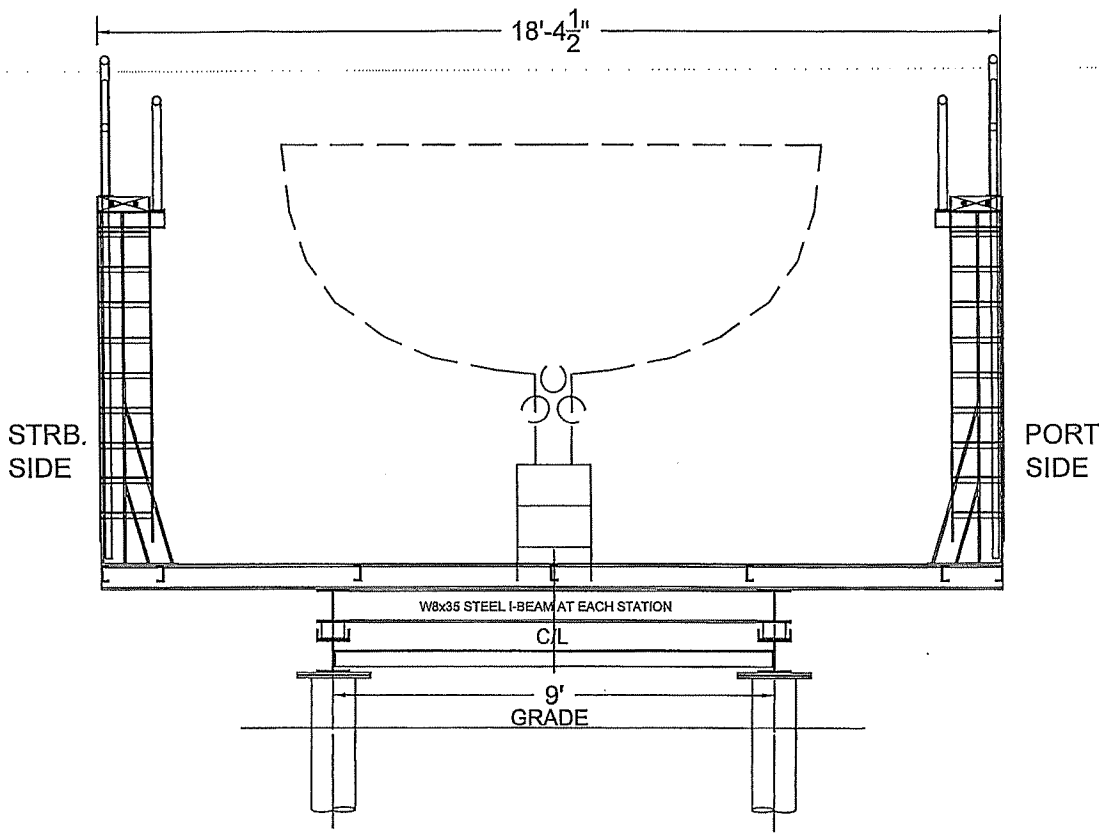
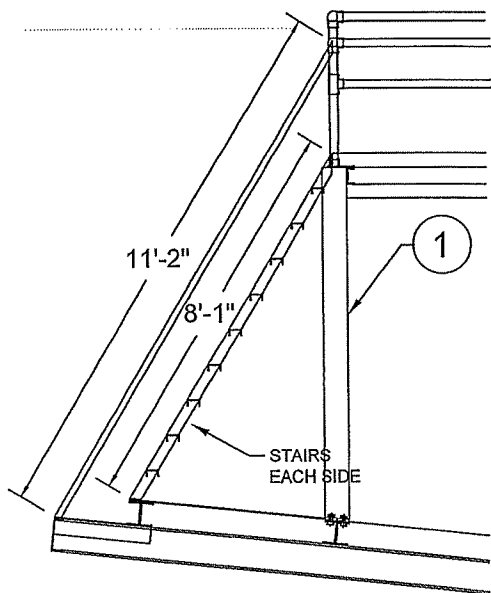
NAME: EDDON BOATYARD MARINE RAILS AND CONTAINMENT PROJECT.  
 REFERENCE#: NWS-  
 SITE LOCATION ADDRESS:  
 3711 AND 3805 HARBORVIEW DRIVE  
 GIG HARBOR, WASHINGTON 98335

PREPARED BY:  
**MS Millam DESIGN, INC.**  
 9816 Jacobsen Lane  
 Gig Harbor, WA 98332 USA  
 Tel (253) 858-1985  
 Fax (253) 858-1986

PROPOSED: DRIVE PILING AND INSTALL MARINE RAILS AND CONTAMINATION SYSTEM.  
 IN: PUGET SOUND  
 NEAR: GIG HARBOR  
 COUNTY OF: PIERCE  
 STATE: WASHINGTON  
 DATE: NOVEMBER 2014

**OUTSIDE CARRIAGE - STEEL**

**SHEET #6 OF 20**



1  
Sect. J-J

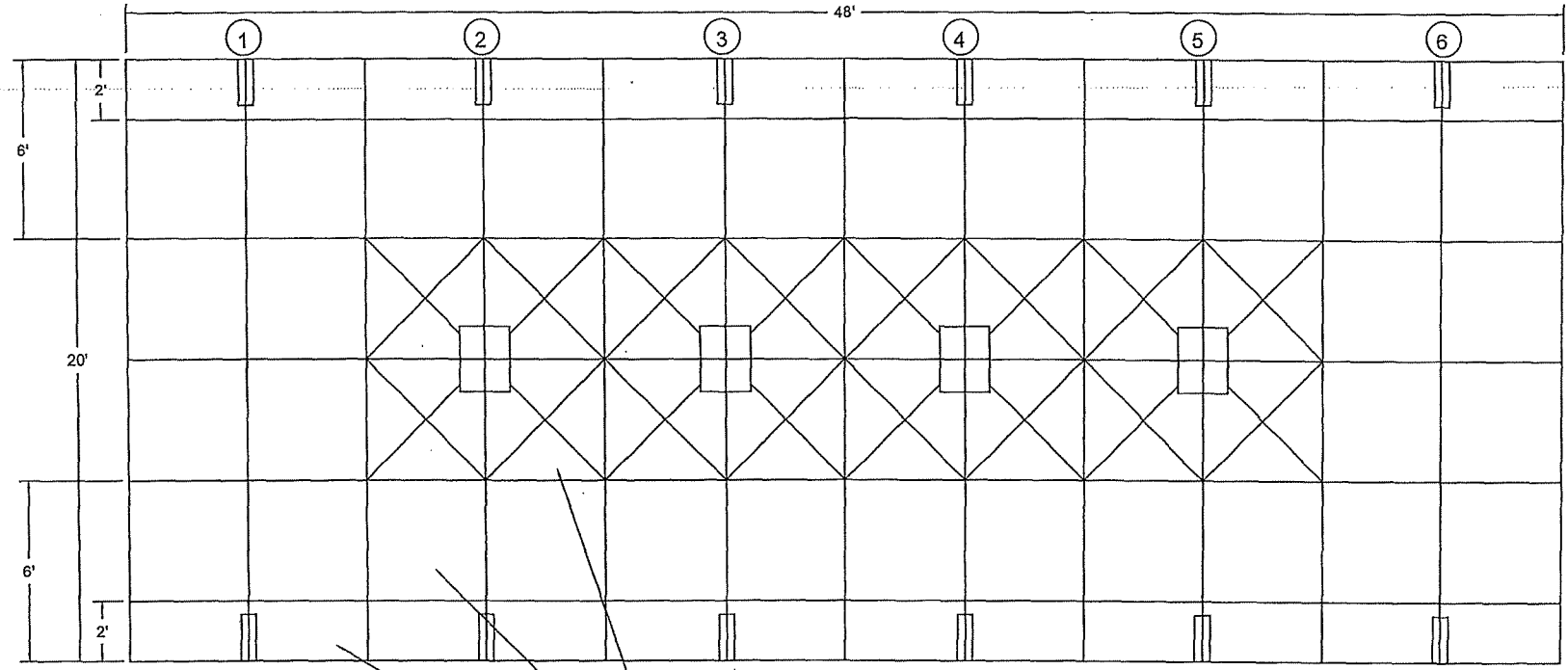
stairs detail - outside carriage

PURPOSE: SUPPORT FUTURE EDDON BOATYARD FACILITIES DEVELOPMENT AND PUBLIC USE THROUGH INSTALLATION OF MARINE RAILS AND CONTAMINATION CONTAINMENT SYSTEM.  
 DATUM: LAT 47°20'03.79" LONG 122°35'17.43"  
 MLLW=0.0' - N.O.S.  
 S5T21N R2E  
 ADJACENT PROPERTY OWNERS:  
 FAIRWAY HOLDINGS LLC AND STEVE NIKOLICH

NAME: EDDON BOATYARD MARINE RAILS AND CONTAINMENT PROJECT.  
 REFERENCE#: NWS-  
 SITE LOCATION ADDRESS:  
 3711 AND 3805 HARBORVIEW DRIVE  
 GIG HARBOR, WASHINGTON 98335

PREPARED BY:  
**McMillan**  
**DESIGN, INC.**  
 9816 Jacobsen Lane  
 Gig Harbor, WA 98332 USA  
 Tel (253) 858-1986  
 Fax (253) 858-1986

PROPOSED: DRIVE PILING AND INSTALL MARINE RAILS AND CONTAINMENT SYSTEM.  
 IN: PUGET SOUND  
 NEAR: GIG HARBOR  
 COUNTY OF: PIERCE  
 STATE: WASHINGTON  
 DATE: NOVEMBER 2014  
**INSIDE CARRIAGE - STEEL SECTION J-J**  
**SHEET #7 OF 20**



1/4" DIAMOND FLOOR PLATE 48" x 96" - 1 SHEET = \$231.00  
TACOMA STEEL SUPPLY  
272-2266

1/4" STEEL FLOOR PLATES:  
16 PCS 3'-10-1/4" x 3'-10-1/4" REMOVABLE HATCHES  
32 PCS 47.5" x 47.5"  
24 PCS 23.5" x 47.5"

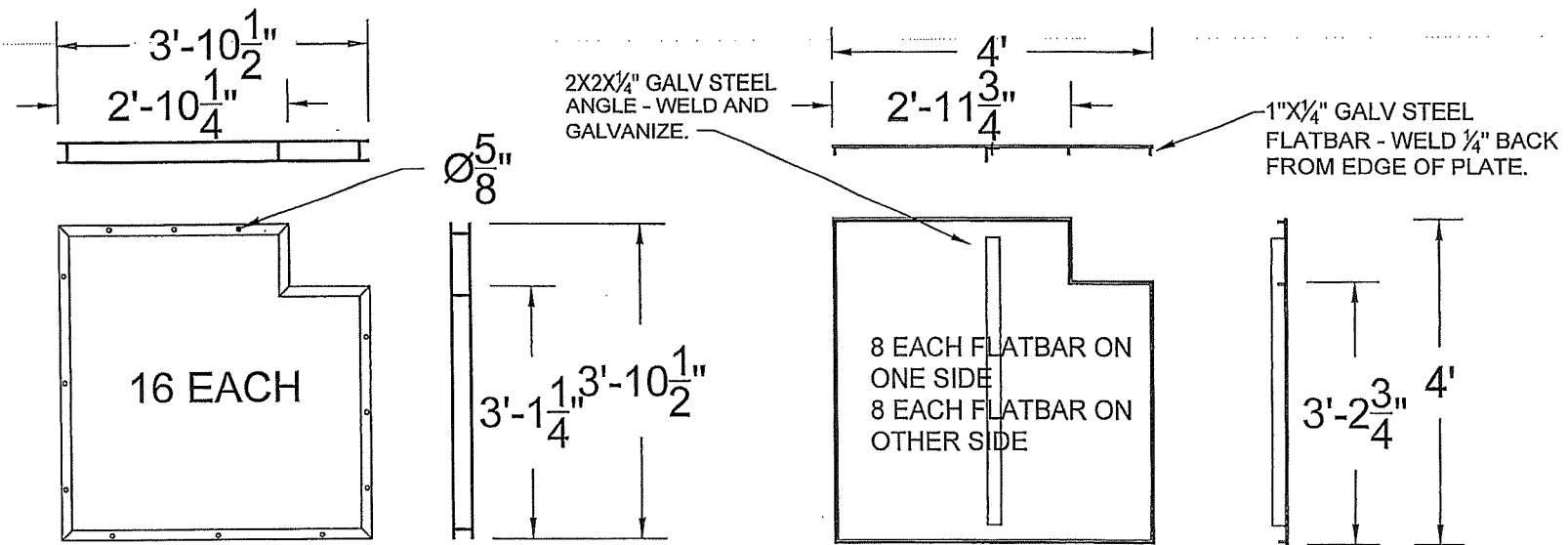
PURPOSE: SUPPORT FUTURE EDDON BOATYARD FACILITIES DEVELOPMENT AND PUBLIC USE THROUGH INSTALLATION OF MARINE RAILS AND CONTAMINATION CONTAINMENT SYSTEM.  
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MLLW=0.0' - N.O.S.  
S5T21N R2E  
ADJACENT PROPERTY OWNERS:  
FAIRWAY HOLDINGS LLC AND STEVE NIKOLICH

NAME: EDDON BOATYARD MARINE RAILS AND CONTAINMENT PROJECT.  
REFERENCE#: NWS-  
SITE LOCATION ADDRESS:  
3711 AND 3805 HARBORVIEW DRIVE  
GIG HARBOR, WASHINGTON 98335

PREPARED BY:  
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Tel (253) 858-1985  
Fax (253) 858-1986

PROPOSED: DRIVE PILING AND INSTALL MARINE RAILS AND CONTAINMENT SYSTEM.  
IN: PUGET SOUND  
NEAR: GIG HARBOR  
COUNTY OF: PIERCE  
STATE: WASHINGTON  
DATE: NOVEMBER 2014  
**OUTSIDE CARRIAGE - STEEL FLOOR PANELS**  
SHEET #8 OF 20





### HATCH COVER FRAME

3"x5#x1.5" GALV STEEL CHANNEL  
(DRILL HOLES THRU BOTH LEGS OF CHANNEL SO FRAME IS REVERSIBLE)

### HATCH COVER

(STEEL PLATE DIMENSIONS)

## OUTSIDE CARRIAGE - STEEL

PURPOSE: SUPPORT FUTURE EDDON BOATYARD FACILITIES DEVELOPMENT AND PUBLIC USE THROUGH INSTALLATION OF MARINE RAILS AND CONTAMINATION CONTAINMENT SYSTEM.  
DATUM: LAT 47°20'03.79" LONG 122°35'17.43"  
MLLV=0.0' - N.O.S.  
SST21N R2E  
ADJACENT PROPERTY OWNERS:  
FAIRWAY HOLDINGS LLC AND STEVE NIKOLICH

NAME: EDDON BOATYARD MARINE RAILS AND CONTAINMENT PROJECT.  
REFERENCE#: NWS-  
SITE LOCATION ADDRESS:  
3711 AND 3805 HARBORVIEW DRIVE  
GIG HARBOR, WASHINGTON 98335

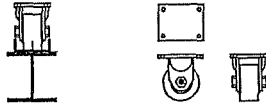
PREPARED BY:  
**McMillam**  
DESIGN, INC  
9816 Jacobsen Lane  
Gig Harbor, WA 98332 USA  
Tel (253) 858-1985  
Fax (253) 858-1986

PROPOSED: DRIVE PILING AND INSTALL MARINE RAILS AND CONTAINMENT SYSTEM.  
IN: PUGET SOUND  
NEAR: GIG HARBOR  
COUNTY OF: PIERCE  
STATE: WASHINGTON  
DATE: NOVEMBER 2014

HATCH COVER

SHEET #9 OF 20

6"x10.5# x 2.03"  
GALV STEEL  
CHANNEL



**WHEEL NOTES:**

94 SERIES 6 X 3 RIGID CASTER  
C/W HOLLOW SS AXLE  
P/N 94FS06522R004  
RIG AND HARDWARE FINISH = ZINC PLATING.  
WHEEL FINISH = CLEAR COAT ENAMEL.  
CAPACITY = 8,000 LBS.  
WHEEL IS TO HAVE BRONZE BUSHING AND  
CAN BE LUBRICATED THRU SS AXLE.

SOURCE: NORTHWEST CASTER &  
EQUIPMENT, INC.  
NWCASTER.COM  
STEVE COLVIN 206-632-6200  
\$382.00/UNIT  
ITEM CODE: 94FS06522R004

**GENERAL NOTES:**

1. ALL CARRIAGE COMPONENTS ARE GALVANIZED STEEL AND ARE SIZED TO FIT INTO GALVANIZING TANK OF SELECTED GALVANIZING COMPANY. THE TANK AT ACE GALVANIZING IN SEATTLE (800-952-8108) IS 44' LONG, 48" WIDE, AND 60" DEEP. COMPONENTS ARE THEN TRANSPORTED TO EDDON SITE AND ASSEMBLED.
2. SHOULD PRE-GALVANIZED MATERIALS REQUIRE WELDING, GRIND OFF GALVANIZING IN WELD AREA, WELD, THEN TREATED WITH GALVANIZED COATING TO PREVENT CORROSION.
3. CARRIAGE WHEELS MUST BE LUBRICATED WITH EPA-APPROVED BIODEGRADABLE LUBRICANT.

PURPOSE: SUPPORT FUTURE EDDON BOATYARD FACILITIES DEVELOPMENT AND PUBLIC USE THROUGH INSTALLATION OF MARINE RAILS AND CONTAMINATION CONTAINMENT SYSTEM.

DATUM: LAT 47°20'03.79" LONG 122°35'17.43"  
MLLW=0.0' - N.O.S.  
S5721N RZE

ADJACENT PROPERTY OWNERS:  
FAIRWAY HOLDINGS LLC AND STEVE NIKOLICH

NAME: EDDON BOATYARD MARINE RAILS AND CONTAINMENT PROJECT.

REFERENCE#: NWS-

SITE LOCATION ADDRESS:  
3711 AND 3805 HARBORVIEW DRIVE  
GIG HARBOR, WASHINGTON 98335

PREPARED BY:

**MS Millam  
DESIGN, INC.**

9816 Jacobson Lane  
Gig Harbor, WA 98332 USA  
Tel (253) 858-1985  
Fax (253) 858-1986

PROPOSED: DRIVE PILING AND INSTALL MARINE RAILS AND CONTAINMENT SYSTEM.

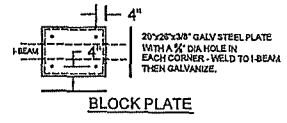
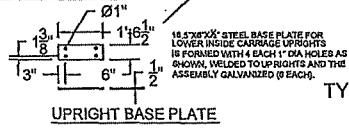
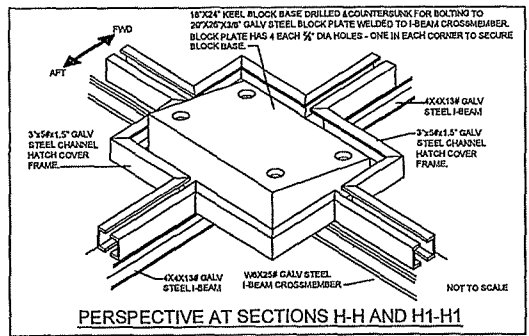
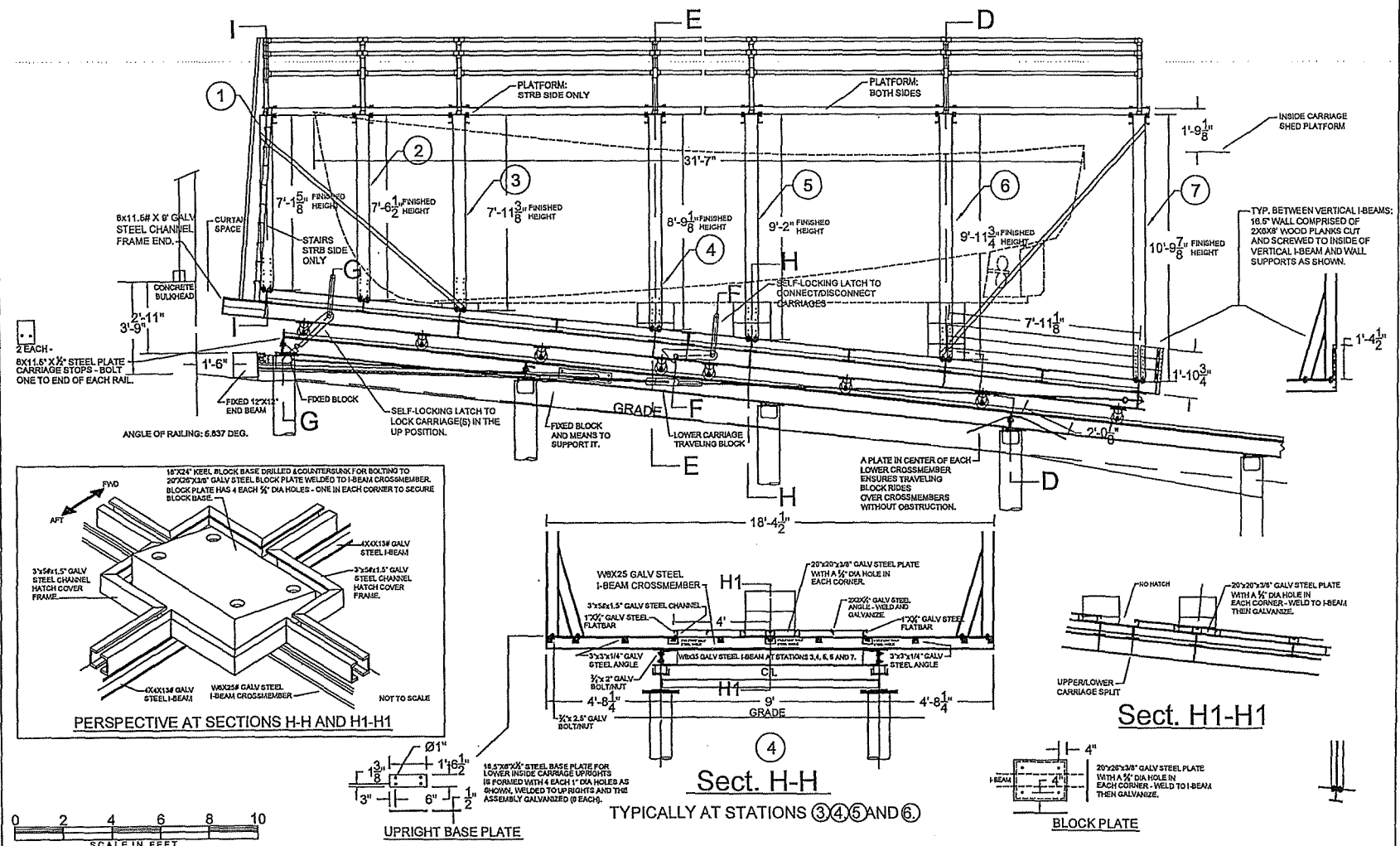
IN: PUGET SOUND  
NEAR: GIG HARBOR  
COUNTY OF: PIERCE  
STATE: WASHINGTON  
DATE: NOVEMBER 2014

GENERAL NOTES

SHEET #10 OF 20



**SPLIT CARRIAGE - TOTAL CAPACITY: 70 TONS**  
70 tons div by 2 = 35 tons div by 8 = 4.37 tons per wheel.



PURPOSE: SUPPORT FUTURE EDDON BOATYARD FACILITIES DEVELOPMENT AND PUBLIC USE THROUGH INSTALLATION OF MARINE RAILS AND CONTAMINATION CONTAINMENT SYSTEM.  
 DATUM: LAT 47°20'03.79\"/>

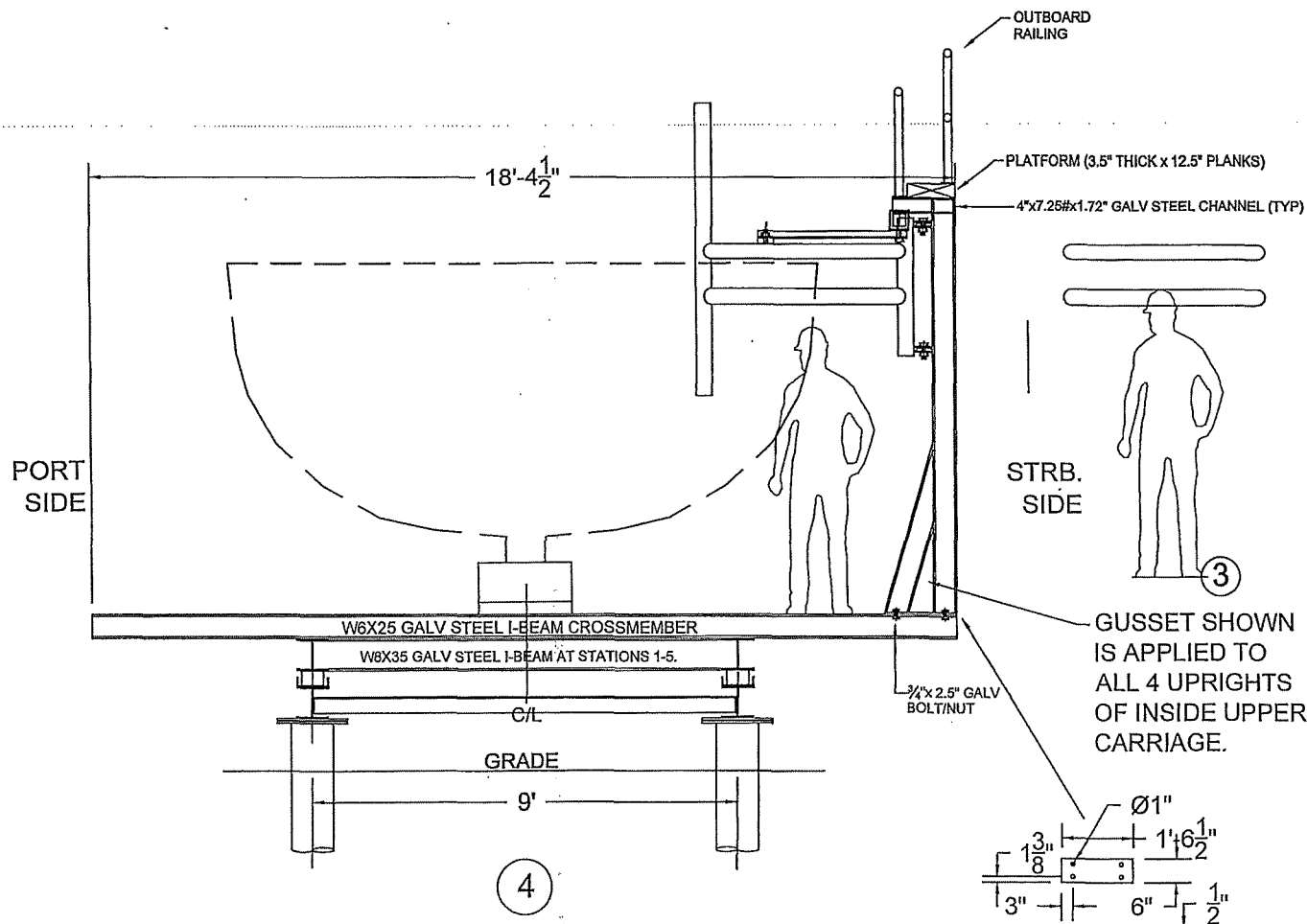
NAME: EDDON BOATYARD MARINE RAILS AND CONTAINMENT PROJECT.  
 REFERENCE#: NWS-  
 SITE LOCATION ADDRESS:  
 3711 AND 3805 HARBORVIEW DRIVE  
 GIG HARBOR, WASHINGTON 98335

PREPARED BY:  
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 9816 Jacobsen Lane  
 Gig Harbor, WA 98332 USA  
 Tel (253) 858-1985  
 Fax (253) 858-1986

PROPOSED: DRIVE PILING AND INSTALL MARINE RAILS AND CONTAINMENT SYSTEM.  
 IN: PUGET SOUND  
 NEAR: GIG HARBOR  
 COUNTY OF: PIERCE  
 STATE: WASHINGTON  
 DATE: NOVEMBER 2014

**INSIDE CARRIAGE - STEEL ELEVATION VIEW**

SHEET #12 OF 20



INSIDE UPPER CARRIAGE

Sect. E-E

TYPICALLY AT STATIONS ③ AND ④

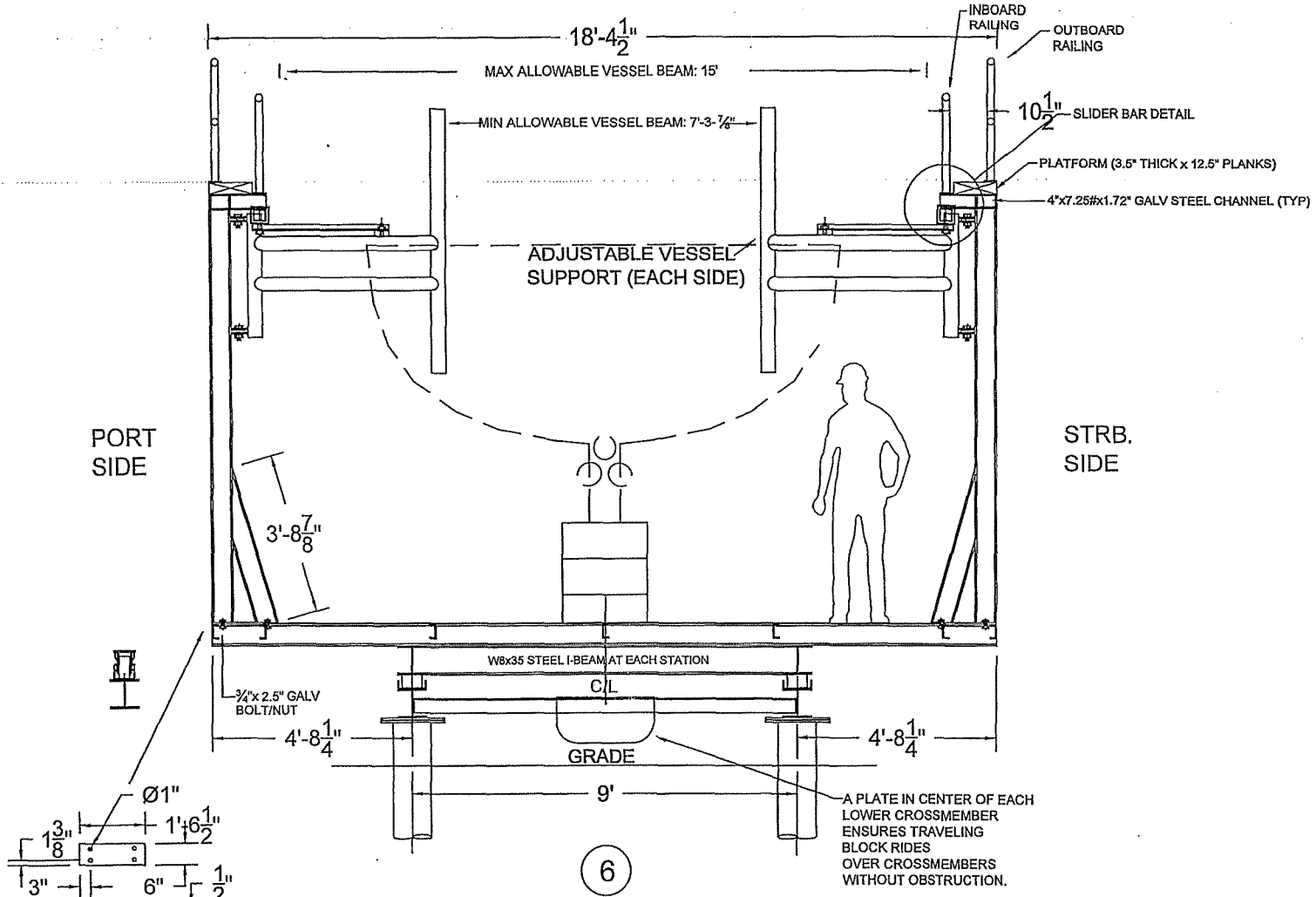
18 5/8" x 6 1/2" STEEL BASE PLATE FOR LOWER INSIDE CARRIAGE UPRIGHTS IS FORMED WITH 4 EACH 1" DIA HOLES AS SHOWN, WELDED TO UPRIGHTS AND THE ASSEMBLY GALVANIZED (4 EACH).

PURPOSE: SUPPORT FUTURE EDDON BOATYARD FACILITIES DEVELOPMENT AND PUBLIC USE THROUGH INSTALLATION OF MARINE RAILS AND CONTAMINATION CONTAINMENT SYSTEM.  
 DATUM: LAT 47°20'03.79" LONG 122°35'17.43"  
 MLLW=0.0' - N.O.S.  
 SST21N R2E  
 ADJACENT PROPERTY OWNERS:  
 FAIRWAY HOLDINGS LLC AND STEVE NIKOLICH

NAME: EDDON BOATYARD MARINE RAILS AND CONTAINMENT PROJECT.  
 REFERENCE#: NWS-  
 SITE LOCATION ADDRESS:  
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PREPARED BY:  
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PROPOSED: DRIVE PILING AND INSTALL MARINE RAILS AND CONTAINMENT SYSTEM.  
 IN: PUGET SOUND  
 NEAR: GIG HARBOR  
 COUNTY OF: PIERCE  
 STATE: WASHINGTON  
 DATE: NOVEMBER 2014  
**INSIDE CARRIAGE - STEEL SECTION E-E**  
**SHEET #13 OF 20**



18.5"x6"x1/2" STEEL BASE PLATE FOR LOWER INSIDE CARRIAGE UPRIGHTS IS FORMED WITH 4 EACH 1" DIA HOLES AS SHOWN, WELDED TO UPRIGHTS AND THE ASSEMBLY GALVANIZED (6 EACH).

**Sect. D-D**

TYPICALLY AT STATIONS ⑤ AND ⑥

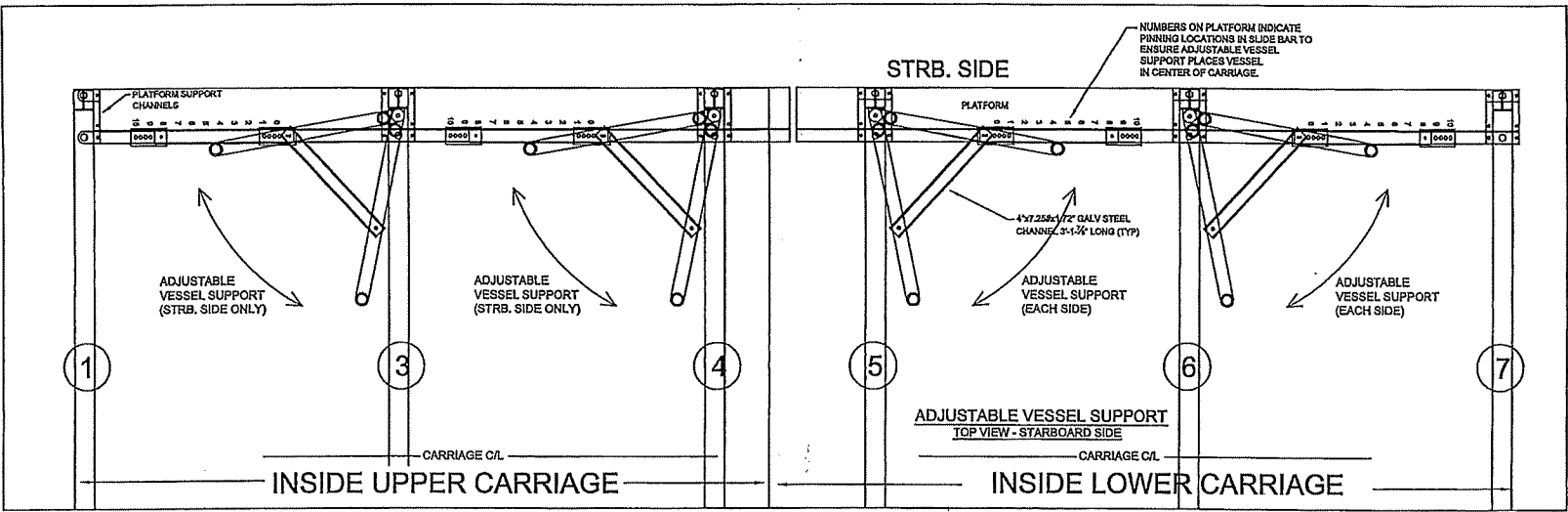
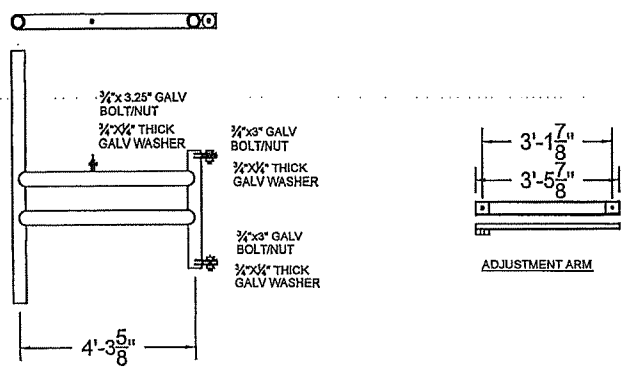
**INSIDE LOWER CARRIAGE**

PURPOSE: SUPPORT FUTURE EDDON BOATYARD FACILITIES DEVELOPMENT AND PUBLIC USE THROUGH INSTALLATION OF MARINE RAILS AND CONTAMINATION CONTAINMENT SYSTEM.  
 DATUM: LAT 47°20'03.79" LONG 122°35'17.43"  
 MLLW=0.0' - N.O.S.  
 S5T21N R2E  
 ADJACENT PROPERTY OWNERS:  
 FAIRWAY HOLDINGS LLC AND STEVE NIKOLICH

NAME: EDDON BOATYARD MARINE RAILS AND CONTAMINATION PROJECT.  
 REFERENCE#: NWS-  
 SITE LOCATION ADDRESS:  
 3711 AND 3805 HARBORVIEW DRIVE  
 GIG HARBOR, WASHINGTON 98335

PREPARED BY:  
**McMillan DESIGN, INC.**  
 9816 Jacobsen Lane  
 Gig Harbor, WA 98332 USA  
 Tel (253) 858-1985  
 Fax (253) 858-1986

PROPOSED: DRIVE PILING AND INSTALL MARINE RAILS AND CONTAMINATION SYSTEM.  
 IN: PUGET SOUND  
 NEAR: GIG HARBOR  
 COUNTY OF: PIERCE  
 STATE: WASHINGTON  
 DATE: NOVEMBER 2014  
**INSIDE CARRIAGE - STEEL SECTION D-D**  
**SHEET #14 OF 20**



## ADJUSTABLE VESSEL SUPPORT

PURPOSE: SUPPORT FUTURE EDDON BOATYARD FACILITIES DEVELOPMENT AND PUBLIC USE THROUGH INSTALLATION OF MARINE RAILS AND CONTAMINATION CONTAINMENT SYSTEM.  
 DATUM: LAT 47°20'03.79" LONG 122°35'17.43"  
 MLLW=0.0' - N.O.S.  
 S5T21N R2E  
 ADJACENT PROPERTY OWNERS:  
 FAIRWAY HOLDINGS LLC AND STEVE NIKOLICH

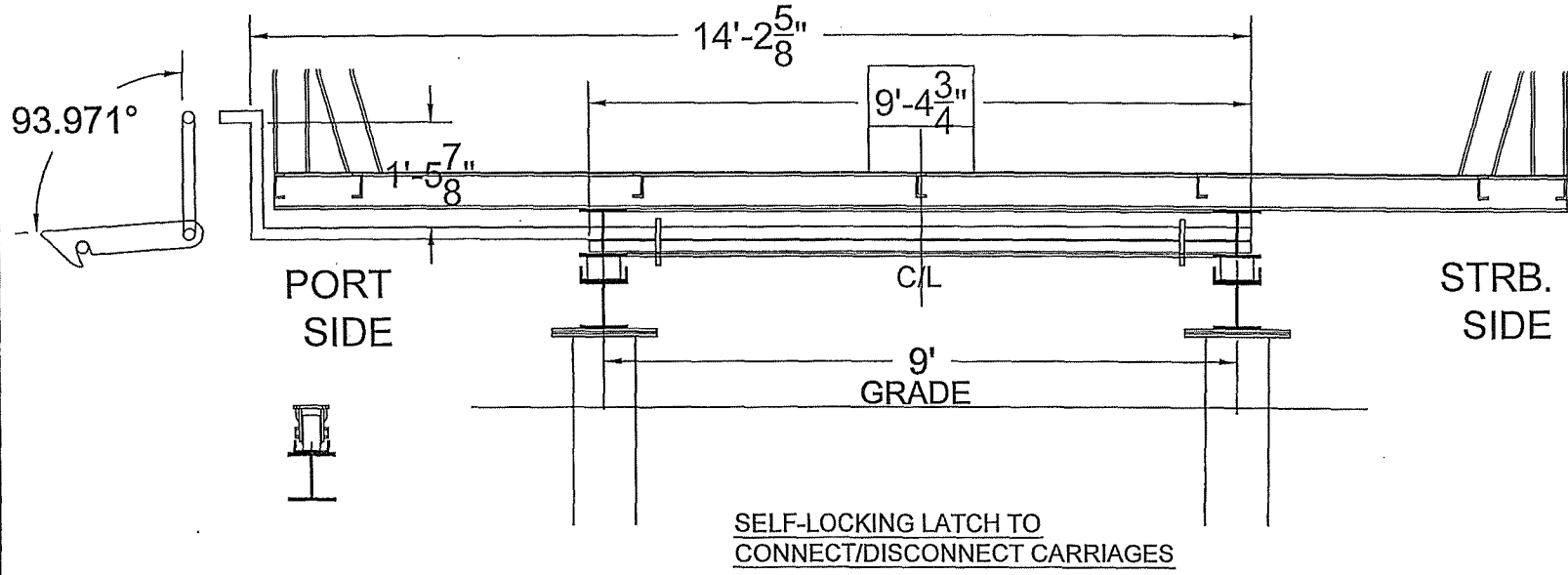
NAME: EDDON BOATYARD MARINE RAILS AND CONTAINMENT PROJECT.  
 REFERENCE#: NWS-  
 SITE LOCATION ADDRESS:  
 3711 AND 3805 HARBORVIEW DRIVE  
 GIG HARBOR, WASHINGTON 98335

PREPARED BY:  
**McMillan**  
**DESIGN, INC.**  
 9816 Jacobsen Lane  
 Gig Harbor, WA 98332 USA  
 Tel (253) 858-1985  
 Fax (253) 858-1986

PROPOSED: DRIVE PILING AND INSTALL MARINE RAILS AND CONTAINMENT SYSTEM.  
 IN: PUGET SOUND  
 NEAR: GIG HARBOR  
 COUNTY OF: PIERCE  
 STATE: WASHINGTON  
 DATE: NOVEMBER 2014

INSIDE CARRIAGE - STEEL

SHEET #15 OF 20



Sect. F-F

INSIDE CARRIAGE - STEEL

PURPOSE: SUPPORT FUTURE EDDON BOATYARD FACILITIES DEVELOPMENT AND PUBLIC USE THROUGH INSTALLATION OF MARINE RAILS AND CONTAMINATION CONTAINMENT SYSTEM.  
 DATUM: LAT 47°20'03.79" LONG 122°35'17.43"  
 MILLW=0.0' - N.O.S.  
 S5T21N R2E  
 ADJACENT PROPERTY OWNERS:  
 FAIRWAY HOLDINGS LLC AND STEVE NIKOLICH

NAME: EDDON BOATYARD MARINE RAILS AND CONTAINMENT PROJECT.  
 REFERENCE#: NWS-  
 SITE LOCATION ADDRESS:  
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 GIG HARBOR, WASHINGTON 98335

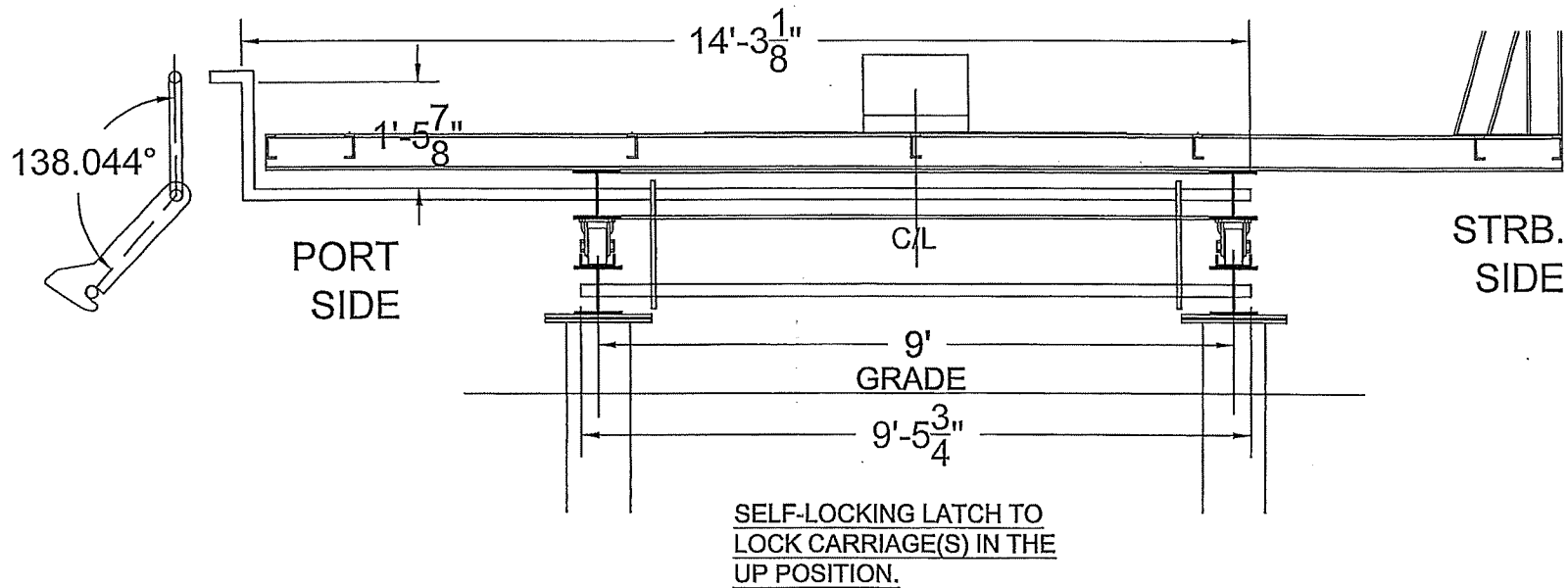
PREPARED BY:  
**McMillan  
 DESIGN, INC.**  
 9816 Jacobsen Lane  
 Gig Harbor, WA 98332 USA  
 Tel (253) 858-1985  
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PROPOSED: DRIVE PILING AND INSTALL MARINE RAILS AND CONTAINMENT SYSTEM.  
 IN: PUGET SOUND  
 NEAR: GIG HARBOR  
 COUNTY OF: PIERCE  
 STATE: WASHINGTON  
 DATE: NOVEMBER 2014

INSIDE CARRIAGE - STEEL  
 SECTION F-F

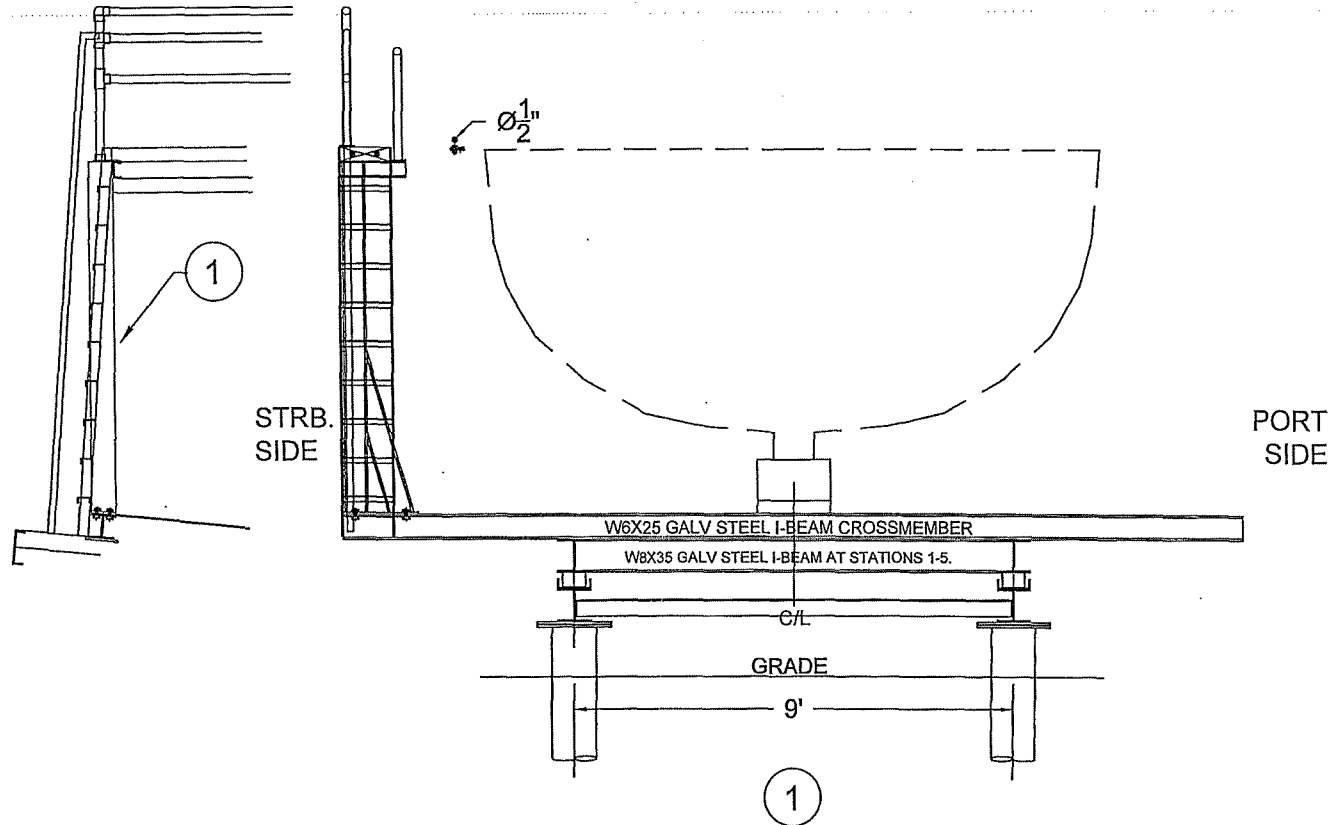
SHEET #16 OF 20





Sect. G-G

<p>PURPOSE: SUPPORT FUTURE EDDON BOATYARD FACILITES DEVELOPMENT AND PUBLIC USE THROUGH INSTALLATION OF MARINE RAILS AND CONTAMINATION CONTAINMENT SYSTEM.</p> <p>DATUM: LAT 47°20'03.79" LONG 122°35'17.43" MLLW=0.0' - N.O.S. S5T21N R2E</p> <p>ADJACENT PROPERTY OWNERS: FAIRWAY HOLDINGS LLC AND STEVE NIKOLICH</p>	<p>NAME: EDDON BOATYARD MARINE RAILS AND CONTAINMENT PROJECT.</p> <p>REFERENCE#: NWS-</p> <p>SITE LOCATION ADDRESS: 3711 AND 3805 HARBORVIEW DRIVE GIG HARBOR, WASHINGTON 98335</p>	<p>PREPARED BY: <b>McMillan DESIGN, INC</b> 9816 Jacobson Lane Gig Harbor, WA 98332 USA Tel (253) 858-1985 Fax (253) 858-1986</p>	<p>PROPOSED: DRIVE PILING AND INSTALL MARINE RAILS AND CONTAINMENT SYSTEM.</p> <p>INSIDE CARRIAGE - STEEL SECTION G-G</p> <p>IN: PUGET SOUND NEAR: GIG HARBOR COUNTY OF: PIERCE STATE: WASHINGTON DATE: NOVEMBER 2014</p> <p>SHEET #17 OF 20</p>
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INSIDE UPPER CARRIAGE

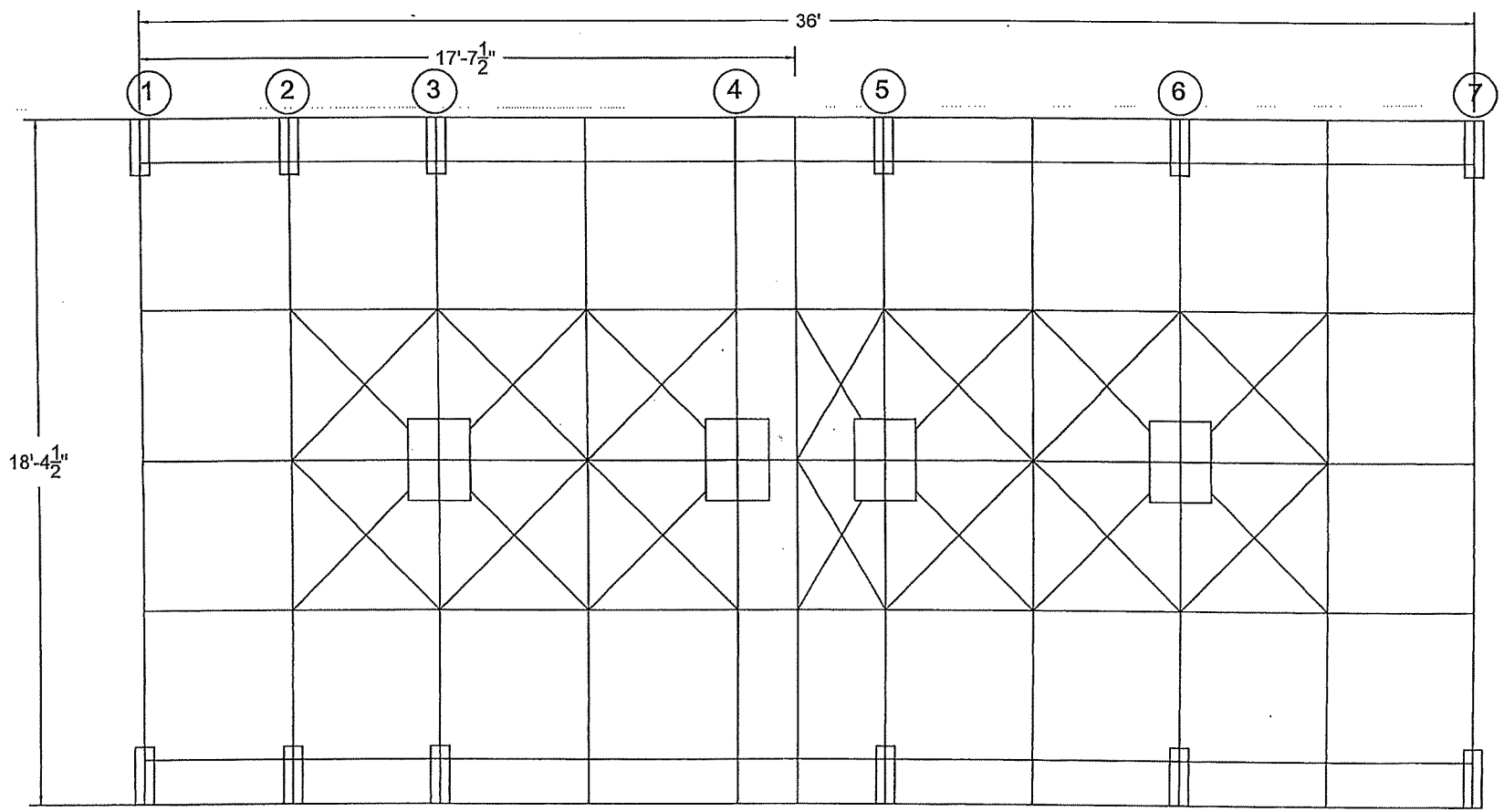
Sect. I-I  
stairs detail - inside carriage

PURPOSE: SUPPORT FUTURE EDDON BOATYARD FACILITIES DEVELOPMENT AND PUBLIC USE THROUGH INSTALLATION OF MARINE RAILS AND CONTAMINATION CONTAINMENT SYSTEM.  
 DATUM: LAT 47°20'03.79" LONG 122°35'17.43"  
 MLLW=0.0' - N.O.S.  
 SST21N R2E  
 ADJACENT PROPERTY OWNERS:  
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PROPOSED: DRIVE PILING AND INSTALL MARINE RAILS AND CONTAINMENT SYSTEM.  
 IN: PUGET SOUND  
 NEAR: GIG HARBOR  
 COUNTY OF: PIERCE  
 STATE: WASHINGTON  
 DATE: NOVEMBER 2014  
 INSIDE CARRIAGE - STEEL  
 SECTION I-I  
 SHEET #18 OF 20



22 pcs

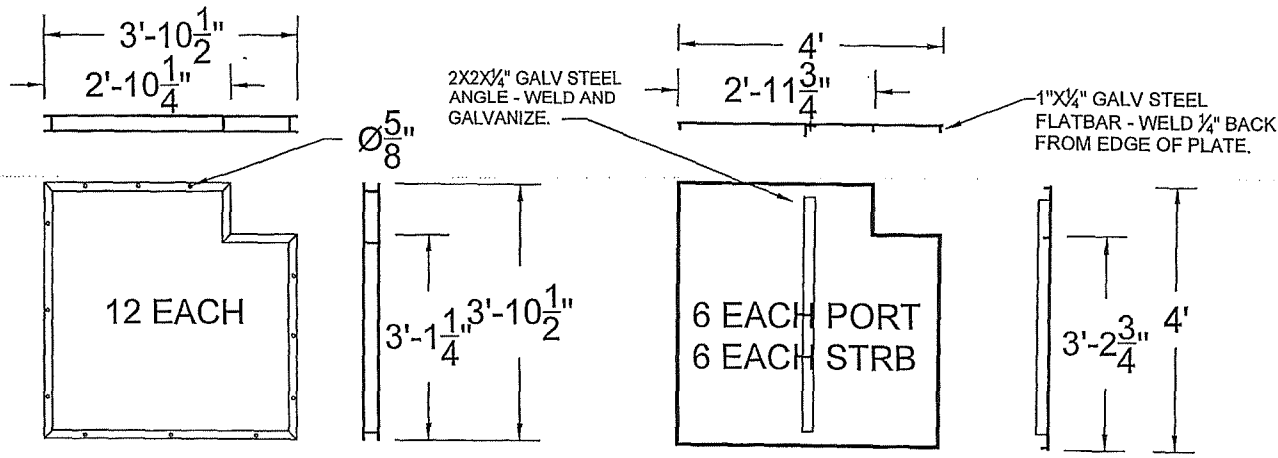
1/4" DIAMOND FLOOR PLATE 48" x 96" - 1 SHEET =\$231.00  
TACOMA STEEL SUPPLY  
272-2266

PURPOSE: SUPPORT FUTURE EDDON BOATYARD FACILITES DEVELOPMENT AND PUBLIC USE THROUGH INSTALLATION OF MARINE RAILS AND CONTAMINATION CONTAINMENT SYSTEM.  
DATUM: LAT 47 20'03.79" LONG 122 35'17.43"  
MLLW=0.0' - N.O.S.  
S5T21N R2E  
ADJACENT PROPERTY OWNERS:-  
FAIRWAY HOLDINGS LLC AND STEVE NIKOLICH

NAME: EDDON BOATYARD MARINE RAILS AND CONTAINMENT PROJECT.  
REFERENCE#: NWS-  
SITE LOCATION ADDRESS:  
3711 AND 3805 HARBORVIEW DRIVE  
GIG HARBOR, WASHINGTON 98335

PREPARED BY:  
**MS Millam**  
**DESIGN, INC**  
9816 Jacobsen Lane  
Gig Harbor, WA 98332 USA  
Tel (253) 858-1985  
Fax (253) 858-1986

PROPOSED: DRIVE PILING AND INSTALL MARINE RAILS AND CONTAINMENT SYSTEM.  
IN: PUGET SOUND  
NEAR: GIG HARBOR  
COUNTY OF: PIERCE  
STATE: WASHINGTON  
DATE: NOVEMBER 2014  
**INSIDE CARRIAGE - STEEL FLOOR PANELS**  
**SHEET #19 OF 20**

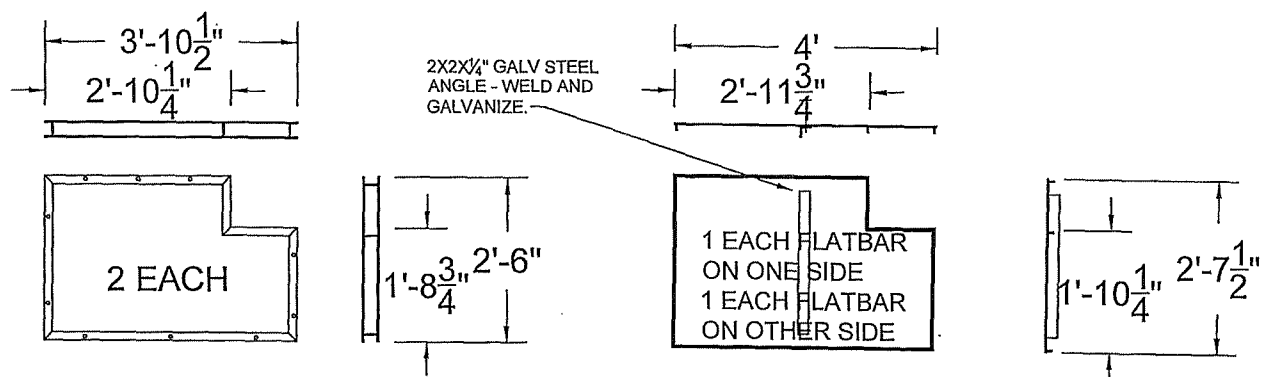


**HATCH COVER FRAME**

3"x5#x1.5" GALV STEEL CHANNEL  
(DRILL HOLES THRU BOTH LEGS OF CHANNEL  
SO FRAME IS REVERSIBLE)

**HATCH COVER**

(STEEL PLATE DIMENSIONS)



**HATCH COVER FRAME**

3"x5#x1.5" GALV STEEL CHANNEL  
(DRILL HOLES THRU BOTH LEGS OF CHANNEL  
SO FRAME IS REVERSIBLE)

**HATCH COVER**

(STEEL PLATE DIMENSIONS)

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PREPARED BY:  
**McMillan DESIGN, INC.**  
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Gig Harbor, WA 98332 USA  
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PROPOSED: DRIVE PILING AND INSTALL MARINE RAILS AND CONTAINMENT SYSTEM.  
IN: PUGET SOUND  
NEAR: GIG HARBOR  
COUNTY OF: PIERCE  
STATE: WASHINGTON  
DATE: NOVEMBER 2014

**HATCH COVERS**

**SHEET #20 OF 20**



*City of Gig Harbor*  
*Inter-governmental Affairs Council Committee*

*Councilmembers Malich, Payne, and Perrow*

**MINUTES**

**November 24, 2014 – 4:00 p.m.**  
**Gig Harbor Civic Center – Executive Conference Room**

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[Roll Call](#)

Michael Perrow, Councilmember  
Tim Payne, Councilmember  
Ron Williams, City Administrator  
Shawna Wise, Executive Assistant  
Dale Learn, Gordon Thomas Honeywell  
Travis Lumpkin, Gordon Thomas Honeywell  
Briahna Taylor, Gordon Thomas Honeywell, 4:05 pm

**Federal Legislative Update**

1. [Impacts of the Federal Mid-Term Elections](#) – Mr. Dale Learn explained the Senate took Republican control and it is anticipated that Senator Murray will move from the Budget Chair to the ranking Democrat on the Health, Education, Labor & Pensions Committee. Senator Cantwell may be the ranking Democrat on the Energy and Natural Resources Committee and Congressman Kilmer will retain his position on the Armed Services Committee.
2. [Sand Spit Update](#)
  - a. Jurisdiction Issues – Survey showed it was BLM land, not Coast Guard. If, during the Lame Duck Session, they move the Coastguard Authorization Bill, Mr. Learn states they will still try to get our provisions on this bill. Mr. Travis Lumpkin says staff is optimistic to get this bill through as it has low-levels of controversy.
3. [Maritime Washington National Heritage Area Act \(S. 2576/H.R. 5038\)](#)
  - a. Impact of congressional committee assignments on the prospects of the bill – Mr. Learn explained that the Heritage Act is in Senator Cantwell's jurisdiction and if this passes, Mr. Learn and Mr. Lumpkin will begin working on the Heritage sites in Gig Harbor.
4. Other Near-Term Federal Issues Impacting the City
  - a. [Surface Transportation Authorization in 2015?](#) – With gas prices lowering and attention on need to maintain infrastructure there is an opportunity in the next Congress to possibly get another Surface Transportation Bill passed.

- b. [Market Place Fairness Act – Internet Sales Tax](#) – Online sales authorizing local and state taxes on remote sales. Internet Tax Freedom Act needs to be passed by the end of this year and there is strong effort to get the Market Place Fairness Act attached to that.
5. Budget and Policy Issues for the “Lame Duck” Session
  - a. [Tax Extender’s Bill](#)- There are 55 different elements to this bill. Working on a package that both Democrats and Republicans agree to in order to get it passed by the end of the year.

Mr. Lumpkin stated that after December 11, 2014, notices of funds availability will come online and we will then identify local projects on the capital side, economic development and transportation.

### State Legislative Update

1. [West Sound Alliance Update](#) – Briahna Taylor shared WSA handout. Partnership between 14 jurisdictions with goal of sharing transportation priorities with Legislators. Group has finalized video and West Sound Alliance documents to share with Legislators at the Kitsap Regional Council meeting.
2. [Legislative Agenda](#) – Ms. Taylor reminded the group of the meeting on December 22<sup>nd</sup> with Rep. Michelle Caldier to go over Maritime Pier Extension project and other legislative agenda items. Ms. Taylor emphasized the importance of gathering letters of support for the pier extension project. She feels without letters of support in hand it is unlikely we will receive the funding.  
Ms. Taylor stated that the moorage fee immunity legislation draft has been finalized and Senator Angel has agreed to sponsor the legislation and Senator Liias has agreed to co-sponsor. Ms. Taylor said it is looking cautiously optimistic that a revenue package can get out of the Senate. On the House side it is not as optimistic. She said the Public Works Trust Fund is likely to be cut but believes that HBZ will not be. Ms. Taylor asked that if the Committee has anything to add regarding the Reconciliation of Medical & Recreational Marijuana that they share that with her with by November 26, 2014 so that she can address the items with Senator Kohl-Welles, who is releasing the draft legislation.
3. [Pierce Transit Routes](#) – Mr. Ron Williams shared that the City Attorney has a conflict of interest since she represents Pierce Transit. Councilmembers Perrow and Payne gave direction to ask Ogden Murphy Wallace for another attorney to ask what our options are for adding a route, or changing a route, to provide service to a much needed area.
4. **Adjourn 5:05 pm**

**Next Meeting Date:** January 26, 2015



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

**Subject:** 2015 Addendum to City Attorney Agreement

**Dept. Origin:** Administration

**Proposed Council Action:** Authorize the Mayor to execute the 2015 Addendum to Agreement for Legal Services with Ogden Murphy Wallace.

**Prepared by:** Ron Williams

**For Agenda of:** December 8, 2014

**Exhibits:** 2015 Addendum

Initial &  
Date

**Concurred by Mayor:**

**Approved by City Administrator:**

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

**Approved by Finance Director:**

**Approved by Department Head:**

*Handwritten signatures and dates:*  
 [Signature] 12/2/14  
 [Signature] 11/20/14  
 [Signature] 12/2/14

<b>Expenditure Required</b>	As billed	<b>Amount Budgeted</b>	\$200,000	<b>Appropriation Required</b>	none
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**INFORMATION/BACKGROUND**

The City contracts with the law firm Ogden Murphy Wallace (OMW) for City Attorney services. For 2015, OMW is requesting a 5% increase in its hourly rates with the exception of member additional services (litigation), which will remain at the 2014 rate.

	<u>2014 rates:</u>	<u>2015 rates:</u>
Basic Services:	\$212	\$223
Additional Services:		
Firm Members:	\$252	\$252
Associates:	\$212	\$223
Law Clerks:	\$133	\$140
Paralegals:	\$100	\$105

Basic and Additional Services are defined in the attached addendum. These definitions are unchanged from the current contract.

Based on a previous AWC survey for City Attorney rates, OMW's proposal appears to be not out of line with other comparable cities. OMW is proposing similar increases for its other municipal clients.

The proposed rates will become effective January 1, 2015.

Staff recommends approval of the proposed rate increases. Staff has been satisfied with the

services provided by the City Attorney and her colleagues at OMW. Furthermore, the City's legal costs continue to be less than prior years.

**FISCAL CONSIDERATION**

Sufficient funds are allocated in the 2015 budget.

**BOARD OR COMMITTEE RECOMMENDATION**

n/a

**RECOMMENDATION/MOTION**

Authorize the Mayor to execute the 2015 Addendum to Agreement for Legal Services with Ogden Murphy Wallace.



**2015 ADDENDUM  
TO  
AGREEMENT FOR LEGAL SERVICES**

THIS ADDENDUM modifies that certain Agreement for Legal Services dated January 7, 2009 (the "Agreement") entered into between the CITY OF GIG HARBOR, a municipal corporation of the State of Washington (the "City"), and the law firm of OGDEN MURPHY WALLACE, P.L.L.C. ("OMW").

WHEREAS, the City and OMW entered into the Agreement in order to provide for the terms associated with OMW's provision of legal services to the City; and

WHEREAS, Section A of the Agreement establishes the rates that OMW charges to provide those legal services; and

WHEREAS, Section E of the Agreement provides that OMW may propose an increase in hourly rates no more than once each year to become effective on January 1, by amendment to this Agreement;

NOW, THEREFORE, for and in consideration of the terms and conditions set forth below, the parties agree as follows:

1. Amendment to Section A - Rates and Services. Section A of the Agreement is amended to read as follows:

A. Rates and Services. OMW will serve as the City Attorney for the City, performing the duties and functions of the office as defined by Title 35A RCW and the ordinance of the City.

1. Basic Services. OMW will provide basic services set out in this section at the rate of \$223 an hour ("Basic Service Fee"). The Basic Service Fee would apply to up to ninety (90) hours per month for the following services:

- a. Preparation for and attendance at two monthly regular meetings of the City Council, additional Council meetings, meetings of the Planning Commission or other boards and commissions as requested by the City.
- b. Routine consultation with City staff or officials as requested by the City for items not included as Additional Services below, preparation and legal research required in connection with such duties, and the drafting of ordinances, resolutions and legal memoranda.

- c. Review, consultation, revision and approval of public works contracts, professional services agreements, and interlocal agreements.
- d. With the exception of condemnation proceedings, preparation and review of documents and agreements, as well as consultation in real estate matters, including but not limited to the acquisition or disposition of easements, rights-of-way, or other personal property and real property interests.
- e. Legal services rendered in connection with annexation proceedings up to the Boundary Review Board level.
- f. Legal services rendered in connection with code enforcement up to the Hearing Examiner or superior court level.
- g. Legal services rendered in connection with personnel matters, except labor arbitrations and negotiations.
- h. All transit time, including transportation to and from required meetings, etc., incurred in furtherance of the above tasks (but not including transit time on regular City Council meeting days and for one additional day of City Hall office hours per month, for which there will be no cost to the City, as long as there is a two-hour minimum billed).

2. Additional Services. OMW will provide additional services set out in this section at the following rates (“Additional Services Fee”):

Firm Members:	\$252 per hour
Associates:	\$223 per hour
Law Clerks:	\$140 per hour
Paralegals:	\$105 per hour

The Additional Services include:

- a. All services rendered in connection with any actual litigation, arbitration, mediation, labor negotiations, administrative hearings (including but not limited to the Growth Management Hearings Board, Shorelines Hearings Board, Pollution Control Hearings Board, Boundary Review Board) and/or enforcement proceedings wherein the City, one of its boards, or one of its officials is or likely will be a party.
- b. All services rendered in connection with real property condemnation.
- c. All services rendered in connection with taxation issues, local improvement districts, assessments, bond issues and other matters where a special counsel has been or normally is retained. Such legal services, when requested to be

performed by our office, will generally not substitute for but may supplement the services rendered by bond counsel.

- d. All services relating to work reimbursed by developers, including but not limited to reimbursable review relating to project permit applications and development agreements.
- e. All services that exceed the 90-hour Basic Services cap.
- f. All transit time, including transportation to and from required meetings, court appearances, etc., incurred in furtherance of the above Additional Services tasks.

If other firm attorneys are to be involved in litigation and specialty work not listed in subsections A(2)(a)-(f), billing rates will be agreed upon prior to the commencement of their services. OMW acknowledges the City utilizes separate bond counsel and special counsel for personnel matters and for environmental and hazardous waste matters.

3. Reimbursable Expenses. Document reproduction charges, computer-aided legal research charges, delivery fees, filing charges and other external expenses will be billed and reimbursed to the City at cost with no mark up. Transit time will be billed and reimbursed at the applicable hourly rate above. The City would not be separately invoiced for mileage reimbursement, long-distance telephone calls or facsimile transmissions.

2. Other Terms. Except as expressly modified by this Addendum, all terms and conditions of the Agreement shall remain in full force and effect.

CITY OF GIG HARBOR

OGDEN MURPHY WALLACE, P.L.L.C.

\_\_\_\_\_  
Jill Guernsey, Mayor

\_\_\_\_\_  
Angela G. Summerfield, Member

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Molly Towslee, City Clerk



Business of the City Council  
City of Gig Harbor, WA

**Subject: Contracts for Lobbying Services**

**Dept. Origin:** Administration

**Prepared by:** Ron Williams

**Proposed Council Action:**

**For Agenda of:** December 8, 2014

**Exhibits:** Lobbying Agreements

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

Initial & Date

**Concurred by Mayor:**

*GW 12-2-14*

**Approved by City Administrator:**

*FW 12/1/14*

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

**Approved by Finance Director:**

*DR 12/2/14*

**Approved by Department Head:**

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

**INFORMATION / BACKGROUND**

There are two proposed contracts for consulting services with Gordon Thomas Honeywell. The first one is for state lobbying services, and the second contract is for federal lobbying services. These contracts are both one-year in duration (January-December 2015) but may be extended for one year under the same terms upon negotiation of a revised scope of work no later than December 1, 2015.

There are no proposed increases in either contract.

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

For 2015, GTH will continue to advocate for Gig Harbor on such federal issues as Surface Transportation Reauthorization funding for Harbor Hill Drive extension, Sand Spit acquisition, Maritime Washington National Heritage Area, sales tax leakage from sales originating from out-of-state, and any emerging federal funding opportunities.

GTH will also continue to advocate on behalf of the City on State issues including Transportation funding, for the city and as part of the West Sound Alliance. GTH will also continue to maintain a presence in Olympia to defend against proposals that may hurt Gig Harbor as well as to proactively lobby for legislative changes and funds that will help Gig Harbor, such as for moorage fee immunity legislation. GTH will also pursue state funding for other projects such as the Maritime Pier expansion.

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

**FISCAL CONSIDERATION**

This item is identified as Objective No. 3 in the 2015-16 Administration Budget. \$120,000 is included in the 2015-16 proposed budget for these two contracts--\$40,000 for the state lobbying agreement, and \$78,000 for the federal lobbying agreement.

**BOARD OR COMMITTEE RECOMMENDATION**

N/A

**RECOMMENDATION / MOTION**

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

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

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

**RECITALS**

WHEREAS, the City desires to obtain lobbying services; and

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

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

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

**TERMS**

**I. Description of Work**

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

**II. Payment**

A. The City shall pay the Consultant an amount not to exceed Forty Thousand (\$40,000), or Three Thousand Three Hundred Thirty Three Dollars (\$3,333) per month, beginning January 1, 2015, for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

### III. Relationship of Parties

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

### IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** beginning on January 1, 2015. The parties agree that the work described in **Exhibit A** shall be completed by December 31, 2015.

### V. Termination

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

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement,

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

## **VI. Discrimination**

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

## **VII. Indemnification**

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

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

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

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



## VIII. Insurance

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

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

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

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

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

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

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

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

## **IX. Exchange of Information**

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

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

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

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

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

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

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

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

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

#### **XIV. Non-Waiver of Breach**

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

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

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

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

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

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

**CONSULTANT:**

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

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

**XVII. Assignment**

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

**XVIII. Modification**

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

**XIX. Entire Agreement**

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

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

CONSULTANT

CITY OF GIG HARBOR

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

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

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

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

APPROVED AS TO FORM:

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

ATTEST:

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

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_

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

STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF PIERCE         )

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

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

\_\_\_\_\_

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

\_\_\_\_\_

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

### Exhibit A Scope of Work

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

The Consultant shall:

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

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

1. Pursue a transportation funding for projects identified by the West Sound Alliance, specifically Harbor Hill Drive Extension and improvements to State Route 16.
2. Pursue legislation allowing the city to impose a moorage fee and maintain recreational immunity against unintentional injuries.
3. Begin preparing legislation to defer the sales tax on the Tacoma Narrows Bridge until the bonds are paid off.
4. Pursue capital funding for the Maritime Pier Expansion project.
5. Seek full funding of state grant/loan programs including WWRP and the PWAA.
6. Ensure that programs important to the City of Gig Harbor are not eliminated through a budget cut.
7. Work with the Association of Washington Cities to further legislation on local government finance.

## Exhibit B Billing Rates

As described in Section II of this agreement, a monthly service fee of Three Thousand Three Hundred Thirty Three dollars (\$3,333.00) per month shall be charged to provide the services described in this agreement. This fee will cover all work performed by Briahna Taylor, and other GTHGA staff.



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

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

**RECITALS**

WHEREAS, the City desires to obtain lobbying services; and

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

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

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

**TERMS**

**I. Description of Work**

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

**II. Payment**

A. The City shall pay the Consultant fees in amount not to exceed Seventy-Eight Thousand Dollars (\$78,000), or Six Thousand Five Hundred Dollars (\$6,500.00) per month, beginning January 1, 2015, for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill

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

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

### III. Relationship of Parties

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

### IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** beginning on January 1, 2015. The parties agree that the work described in **Exhibit A** shall be completed by December 31, 2015.

### V. Termination

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

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

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

## **VI. Discrimination**

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

## **VII. Indemnification**

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

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

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

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

### VIII. Insurance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **XIV. Non-Waiver of Breach**

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

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

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

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

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

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

**CONSULTANT:**

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

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

#### **XVII. Assignment**

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

**XVIII. Modification**

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

**XIX. Entire Agreement**

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

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

CONSULTANT

CITY OF GIG HARBOR

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

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

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

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

APPROVED AS TO FORM:

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

ATTEST:

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

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_

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



STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF PIERCE        )

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

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

\_\_\_\_\_

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

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

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

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

- Identify and track all congressional legislation, federal budgets, and federal regulations that impact the City of Gig Harbor, and lobby on behalf of the City to Congress and with relevant federal agencies on those issues;
- Identify, track, and lobby for all federal funding opportunities, including federal grants. This includes legislation or regulation that supports projects that are City-specific that are available to the City of Gig Harbor, particularly those opportunities that promote the City's economic development and maritime heritage. Those opportunities include, but are not limited to, continuing to pursue the transfer of the Gig Harbor Sand Spit from federal to City ownership, passage of the Maritime National Heritage Area Act, and federal funding for the Harbor Hill Drive and other transportation projects;
- Organize for City of Gig Harbor officials, local community leaders and business leaders to support the City's federal agenda;
- Provide the City with frequent reports and updates; and
- Organize events and meetings to promote the City of Harbor to relevant members of the Washington State Congressional delegation.

### Exhibit B Billing Rates

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



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

**Subject:** Resolution No. 983 – Update to Development Fee Schedule

**Proposed Council Action:** Approve Resolution No. 983

**Dept. Origin:** Planning

**Prepared by:** Jennifer Kester, Planning Director

**For Agenda of:** December 8, 2014

**Exhibit:** Resolution

Initial &  
Date

**Concurred by Mayor:**

**Approved by City Administrator:**

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

**Approved by Finance Director:**

**Approved by Department Head:**

*RW 12/5/14*  
*email 12/1/14*  
*JK 12/5/14*  
*JK 12/5/14*

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

The Planning, Public Works and Building/Fire Safety Departments are proposing the following minor updates to the fee schedule.

1. Updating copy services fees to reflect actual costs of reproducing and scanning documents.
2. Specifying how much the Planning and Public Works Departments receive when a utility system consistency review fee is paid.
3. Reducing the fee for subsequent review of an established base plan by the Building/Fire Safety Department to better reflect review times.
4. Adding a \$75.00 fees for the relocation of existing fire alarm devices.
5. Increasing the hourly charge for specified Building/Fire Safety services to \$75.00 from \$66.00

**FISCAL CONSIDERATION**

Any changes in permit fees from this update will be minimal and depend upon the amount of development activity.

**BOARD OR COMMITTEE RECOMMENDATION**

The Planning and Building Committee reviewed this fee schedule at their November 3, 2014 meeting.

**RECOMMENDATION/MOTION**

**Move to:** Approve Resolution No. 983

**RESOLUTION NO. 983**

**A RESOLUTION OF THE CITY OF GIG HARBOR, WASHINGTON, ESTABLISHING FEES FOR LAND USE APPLICATIONS AND PERMITS, BUILDING PERMIT FEES, ENGINEERING FEES; AND COPY SERVICE FEES; AND REPEALING RESOLUTION NO. 931 AND ALL PREVIOUS RESOLUTIONS ESTABLISHING FEES FOR THE SAME PURPOSES.**

---

**WHEREAS**, the City of Gig Harbor has established land use, engineering, building permit and other development review fees by Resolution; and

**WHEREAS**, the Gig Harbor City Council has requested that development services departments evaluate fees on an annual basis and, as necessary, propose adjustments to the fee schedule; and

**WHEREAS**, the last update to the Land Use, Building Permit and Engineering fees was approved on June 10, 2013 in Resolution No. 931; and

**WHEREAS**, the revised fee schedule reflects the City's increased costs relating to the processing of fire system applications, copying costs, inspecting and reviewing plans, investigating hazardous conditions or preparing detailed statements pursuant to chapter 43.21C RCW; and

**WHEREAS**, the proposed fee schedule adjustments are deemed necessary to maintain fair and equitable service and application fees; NOW, THEREFORE,

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

Section 1. The City Council hereby repeals Resolution No. 931 and adopts the Land Use, Engineering, Building Fee Schedule attached as Exhibit "A" and incorporated herein by this reference.

PASSED by the City Council this 8th day of December, 2014.

APPROVED:

\_\_\_\_\_  
Jill Guernsey, Mayor

ATTEST:

\_\_\_\_\_  
Molly Towslee, City Clerk

Filed with City Clerk: 12/03/14  
Passed by City Council: 12/08/14  
Resolution No. 983

**Exhibit "A"**

**CITY OF GIG HARBOR  
LAND USE, ENGINEERING, BUILDING  
FEE SCHEDULE**

**A. LAND USE PERMIT APPLICATION FEES**

When a development proposal involves two or more permits listed in 3 through 14 below being consolidated and processed concurrently, the highest cost land use permit shall be charged the full fee and all other land use permits charged 50% of the applicable fee. Specified engineering fees, building/fire fees, third party review fees and the fees listed in 1 and 2, and 15 through 24 below are not subject to the 50% reduction. The fees below are paid at submittal of application and include public notice fees; see section F for required deposits and fees incurred during the review process.

- |   |             |             |
|---|-------------|-------------|
| <b>1) Amendment to Comprehensive Plan</b>                             |             |             |
| a) Map Amendment  |             | \$3,550.00  |
| b) Urban Growth Area Adjustment                                       |             | \$3,550.00  |
| c) Text Amendment   |             | \$3,550.00  |
| <b>2) Amendments to Municipal Code</b>                                |             |             |
| a) Zoning District Boundary   |             | \$3,475.00  |
| b) Text   |             | \$3,550.00  |
| c) Height Restriction Area Amendment                                  |             | \$3,475.00  |
| <b>3) Conditional Use Permit</b>                                      |             |             |
| a) Single-family / Accessory Dwelling Unit                            |             | \$900.00    |
| b) Nonresidential/Multiple-family in existing building                |             | \$1,450.00  |
| c) New Nonresidential / Multiple-family Dev.                          |             | \$3,500.00  |
| *Above fees include \$130.00 for Building/Fire review                 |             |             |
| <b>4) Variance/Interpretation</b>                                     |             |             |
| a) Single-family Variance   |             | \$875.00    |
| b) Non-Single-family Variance   |             | \$1,325.00  |
| c) Administrative Variance  |             | \$525.00    |
| d) Interpretation   |             | \$550.00    |
| *Above variance fees include \$98.00 for Building/Fire review         |             |             |
| <b>5) Site Plan Review and Landscape Plans</b>                        |             |             |
| a) Major Site Plan Review   |             |             |
| New use or building – Combined Total                                  |             | \$ 4,760.00 |
| Planning  | \$ 3,400.00 |             |
| Building/Fire   | \$ 260.00   |             |
| Engineering   | \$ 1,100.00 |             |
| Existing/approved site plan modifications/expansions – Combined Total |             | \$ 2,980.00 |
| Planning  | \$ 2,150.00 |             |
| Building/Fire   | \$ 130.00   |             |
| Engineering   | \$ 700.00   |             |
| Modification of conditions of approval – Combined Total               |             | \$ 1,830.00 |
| Planning  | \$ 1,250.00 |             |
| Building/Fire   | \$ 130.00   |             |
| Engineering   | \$ 450.00   |             |

Regional stormwater ponds – Combined Total		\$ 1,700.00
Planning	\$ 1,250.00	
Engineering	\$ 450.00	
b) Minor Site Plan Review		
Change in use		\$ 100.00
Changes to GFA/impervious surface – Combined Total		\$ 1,098.00
Planning	\$ 550.00	
Building/Fire	\$ 98.00	
Engineering	\$ 450.00	
Changes to landscaping/common areas/vegetation retention areas/parking lot layout with no impervious surface change		\$ 550.00
Demolition		\$ 100.00
Changes to stormwater facilities – Combined Total		\$ 1,000.00
Planning	\$ 550.00	
Engineering	\$ 450.00	
Changes to Conditions of Approval		\$ 550.00
Rapid Charging Stations/ Food Trucks		\$ 100.00
c) Alternative Landscape Plan		\$ 550.00

**6) Planned Residential District (PRD)**

(Exclusive of Subdivision fees)

a) Preliminary PRD – Combined Total		\$ 3,900.00
Planning	\$ 3,250.00	
Building/Fire	\$ 325.00	
Engineering	\$ 325.00	
b) Final PRD		\$ 1,100.00
c) Major PRD Amendment – Combined Total		\$ 1,930.00
Planning	\$ 1,100.00	
Engineering	\$ 700.00	
Building/Fire	\$ 130.00	
d) Minor PRD Amendment – Combined Total		\$ 998.00
Planning	\$ 550.00	
Building/Fire	\$ 98.00	
Engineering	\$ 350.00	

**7) Planned Unit Development (PUD)**

(Exclusive of subdivision fees)

a) Preliminary PUD – Combined Total		\$ 3,900.00
Planning	\$ 3,250.00	
Building/Fire	\$ 325.00	
Engineering	\$ 325.00	
b) Final PUD		\$ 1,100.00
c) Major PUD Amendment – Combined Total		\$ 1,930.00
Planning	\$ 1,100.00	
Building/Fire	\$ 130.00	
Engineering	\$ 700.00	
e) Minor PUD Amendment – Combined Total		\$ 998.00
Planning	\$ 550.00	
Building/Fire	\$ 98.00	
Engineering	\$ 350.00	

<b>8) Performance Based Height Exception</b>		\$1,423.00
Planning	\$1,325.00	
Building/Fire	\$ 98.00	
<b>9) Transfer of Density Credit Request</b>		\$ 550.00
<b>10) Subdivisions</b>		
a) Preliminary Plat – Combined Total		\$ 5,875.00 + \$ 55.00/lot
Planning	\$ 3,475.00 + \$ 55.00/lot	
Engineering	\$ 2,075.00	
Building/Fire	\$ 325.00	
b) Minor Preliminary Plat Revisions – Combined Total		\$1,648.00
Planning	\$ 1,100.00	
Building/Fire	\$ 98.00	
Engineering	\$ 450.00	
c) Final Plat – Combined Total		\$ 2,875.00 + \$ 55.00/per lot
Planning	\$ 1,250.00 + \$ 55.00/per lot	
Engineering	\$ 1,625.00	
d) Plat Alterations/Vacations – Combined Total		\$ 2,123.00
Planning	\$ 1,325.00	
Building/Fire	\$ 98.00	
Engineering	\$ 700.00	
<b>11) Short Subdivisions and Boundary Line Adjustments</b>		
a) Preliminary Short Plat Approval – Combined Total		\$ 2,060.00
Planning	\$ 1,250.00	
Engineering	\$ 550.00	
Building/Fire	\$ 260.00	
b) Final Short Plat Approval – Combined Total		\$ 750.00
Planning	\$ 550.00	
Engineering	\$ 200.00	
c) Boundary Line Adjustment – Combined Total		\$ 773.00
Planning	\$ 550.00	
Engineering	\$ 125.00	
Building/Fire	\$ 98.00	
<b>12) Binding Site Plans</b>		
a) Binding Site Plans – Combined Total		\$ 3,473.00
Planning	\$ 1,800.00	
Engineering	\$ 1,575.00	
Building/Fire	\$ 98.00	
b) Amendment/Modification/Vacation – Combined Total		\$ 765.00
Planning	\$ 700.00	
Building/Fire	\$ 65.00	
<b>13) Shoreline Management Permits</b>		
a) Substantial Development (based upon actual costs or fair market value, whichever is higher)		
< \$10,000		\$ 1,325.00
> \$10,000 < \$100,000		\$ 2,400.00
> \$100,000 < \$500,000		\$ 3,475.00
> \$500,000 < \$1,000,000		\$ 5,650.00
> \$1,000,000		\$ 8,375.00
b) Variance		\$ 3,475.00
c) Conditional Use		\$ 3,475.00



- d) Revision \$ 1,325.00
- e) Request for Exemption \$ 575.00

**14) Communications Facilities Application Review**

- a) General Application Review – Combined Total \$ 840.00
  - Planning \$ 775.00
  - Building/Fire \$ 65.00
- b) Special Exception \$ 550.00
- c) Conditional Use \$ 3,475.00

**15) Wetlands/Critical Areas Analysis**

- a) City staff review:
  - Steep Slopes/Erosion Hazard/Landslide Hazard \$ 550.00
  - Critical Habitat/Streams \$ 550.00
  - Aquifer Recharge Hydrogeologic Report \$ 550.00
  - Critical Areas Preliminary Site Investigation \$ 550.00
  - Critical Areas Report/Mitigation Review \$ 550.00
  - Reasonable Use Permit \$ 1,625.00
  - Variance \$ 1,625.00
  - Flood Plain Development
    - i) Flood Hazard Permit \$ 100.00
    - ii) Elevation Certificate Review \$ 450.00
- b) Third Party review:
  - Critical areas analysis report Actual Cost
  - Critical areas mitigation/monitoring report Actual Cost
  - Special flood hazard area habitat assessment Actual Cost

**16) Design Review**

- a) Administrative Approval/DRB Recommendation/Exceptions:
  - Nonresidential and Multifamily
    - Up to 10,000 sq. ft. gross floor area (GFA) \$ 90.00/each 1,000 sq. ft.
    - 10,001-20,000 sq. ft. GFA \$ 115.00/each 1,000 sq. ft.
    - >20,000 sq. ft. GFA \$ 143.00/each 1,000 sq. ft.
  - Subdivision \$ 650.00
  - Site plans with no buildings/GFA \$ 650.00
  - Single-family/duplex dwelling \$ 150.00
- b) Administrative Review of Alternative Designs:
  - Single-family/duplex dwelling \$ 425.00 for first 2 alternatives requested + \$140.00 for each additional.
  - Tenant Improvement \$ 700.00 for first 2 alternatives requested + \$275.00 for each additional.
- c) Amendments to existing or approved plans/buildings: (Fees below are cumulative based on the type of revisions)
  - Minor Adjustment to Hearing Examiner Decisions \$700.00
  - Revisions to parking, landscaping, site amenities \$ 350.00\*
  - Revisions to existing or approved building 25% of fees required by 16a above based on the GFA of the building being revised with a minimum of \$350.00 for each building revised
  - Revisions to single-family/duplex dwelling \$ 75.00

Revisions to subdivision \$ 350.00  
\* Fee for revisions to parking, landscaping, site amenities not collected if design review permit is processed concurrently with minor site plan review.

**17) Sign Permits**

a) All signs less than 25 sq. ft.	\$ 45.00
b) Change of Sign, all sizes	\$ 45.00
c) Request for Variance	\$ 550.00
d) Projecting	\$ 75.00
e) Wall Sign, non-illuminated:	
25-50 sq. ft.	\$ 75.00
51-99 sq. ft.	\$ 100.00
>100 sq. ft.	\$ 120.00
f) Wall Sign, illuminated:	
25-50 sq. ft.	\$ 90.00
51-99 sq. ft.	\$ 110.00
>100 sq. ft.	\$ 130.00
g) Ground Sign, non-illuminated:	
25-50 sq. ft.	\$ 110.00
51-100 sq. ft.	\$ 130.00
h) Ground Sign, illuminated:	
25-50 sq. ft.	\$ 130.00
51-100 sq. ft.	\$ 155.00
i) Master Sign Plan Review (per Building)	
1 - 5 Tenants	\$ 110.00
6 - 12 Tenants	\$ 165.00
13+ Tenants	\$ 220.00

**18) Development Agreements**

a) Development Agreements – Combined Total	\$ 1,800.00+ City Attorney fees
Planning	\$ 1,300.00+ City Attorney fees
Engineering	\$ 500.00
b) Development Agreements which include deviations from development standards other than extending the approval duration or phasing of projects	
Combined Total	\$ 6,830.00+ City Attorney fees
Planning	\$ 5,200.00+ City Attorney fees
Engineering	\$ 1,500.00
Building/Fire	\$ 130.00

**19) Special Use Permit**

	\$ 120.00
Planning	\$ 55.00
Building/Fire	\$ 65.00

**20) Temporary Use Permit**

	\$ 120.00
Planning	\$ 55.00
Building/Fire	\$ 65.00

**21) Land Clearing Permit**

\$ 275.00

**22) Nonconforming Use and Structure Review**

a) Nonconforming use review	\$ 700.00
b) Changes from one nonconforming use to another	\$ 1,325.00
c) Nonconforming structure review	\$ 700.00

- 23) Historic Preservation**
- a) Local Register Nomination/Removal \$ 110.00
  - b) Certificate of Appropriateness/Waiver \$ 110.00
  - c) Special Property Tax Valuation \$ 110.00

- 24) Appeals/Reconsideration**
- a) To the Hearing Examiner:
    - Reconsideration \$ 165.00
    - Administrative Variance \$ 275.00
    - Administrative Decision \$ 275.00

Note: Appellants who substantially prevail on appeal as determined by the planning director will be refunded the above appeal fee and will not be billed hearing examiner fees. Appellants who do not substantially prevail on appeal will be billed for the hearing examiner costs. No hearing examiner deposit is required for appeals.

- b) To the Building Code Advisory Board: \$ 550.00

**B. ENVIRONMENTAL REVIEW (SEPA)**

- 1) Checklist \$ 425.00
- 2) Environmental Impact Statement
  - a) Prepared by Staff Actual Cost
  - b) Prepared by Consultant Actual Cost
- 3) Appeals of Decisions \$ 275.00

Note: Appellants who substantially prevail on appeal as determined by the planning director will be refunded the above appeal fee and will not be billed hearing examiner fees. Appellants who do not substantially prevail on appeal will be billed for the hearing examiner costs. No hearing examiner deposit is required for appeals.

**C. ANNEXATION PETITION**

- 1) Notice of Intent to Commence Annexation \$ 500.00
- 2) Annexation Petition (once accepted by Council)
  - a) Less than 10 acres \$ 1,295.00
  - b) 10 - 50 acres \$ 2,195.00
  - c) 50 - 100 acres \$ 3,195.00
  - d) 100 + acres \$ 5,195.00
- \*Above fees include \$195.00 for Building/Fire and \$500 for Public Works review
- 3) Enumeration actual cost with deposit

**D. REQUESTS FOR INFORMATION**

- 1) Land-use information, verbal No Charge
- 2) Land-use information, written response requested related to active permit No Charge

<b>E. <u>STAFF PREAPPLICATION REVIEW</u></b>	\$ 585.00
(includes a written summary of the meeting)	
Planning	\$ 325.00
Building/Fire	\$ 130.00
Public Works	\$ 130.00

**F. INVOICED FEES AND DEPOSITS:**

- 1) **Additional Submittal Review Fees:** The costs above in section A include the review of the initial application and two revisions (three submittals total) plus the preparation of staff reports and administrative decisions. If a project requires staff review of more than three submittals, the applicant will be charged a rate of \$100.00 per hour (minimum of eight hours) for the time the project planner spends reviewing each submittal thereafter. The applicant shall pay \$800.00 prior to staff commencing review of each additional submittal.
- 2) **Recording Fees:** For those applications which require recording of the final document, the applicant shall bear the costs of all recording.
- 3) **Hearing Examiner Fees:** For those applications which require a public hearing, the applicant shall bear all the costs of the hearing examiner for the public hearing. The applicant shall deposit \$1,000.00 at time of application to cover hearing examiner costs. Actual costs in excess of the deposit will be billed to the applicant. Actual costs below the deposit will be refunded. In the case of appeals, the appellant shall only pay hearing examiner cost if the appellant does not prevail. No deposit is required for appeals.
- 4) **Attorney Fees:** For those applications for a development agreement, the applicant shall bear all the costs of the city attorney for review of the development agreement. The applicant shall deposit \$1,000.00 at time of application to cover attorney costs. Actual costs in excess of the deposit will be billed to the applicant. Actual costs below the deposit will be refunded.
- 5) **Critical Area Review Deposit:** For those applications which require third-party consultant review of critical area reports, delineations and mitigation, the applicant shall bear all the costs of the third-party consultant review. The applicant will be required to submit a deposit for the anticipated review prior to the consultant starting review of the project.
- 6) **Annexation Enumeration Deposit:** An applicant shall pay for the actual cost of annexation enumeration if approved. Prior to adoption of an ordinance annexing property, the applicant shall deposit an amount determined by the Planning Director, based on the size and expected population, to be used for enumeration by the city. Actual costs in excess of the deposit will be billed to the applicant. Actual costs below the deposit will be refunded. If the annexation petition is denied, the deposit will be refunded.

**G. COPY SERVICES/ADDRESS LABELS**

1) Zoning Map/Comprehensive Plan Land Use Map (24" x 36")	\$ 6.80
2) Zoning Code	\$ 49.00
3) Comprehensive Plan	\$ 35.00
4) Shoreline Master Program	\$ 15.00
5) Critical Areas Map (24"x 36")	\$ 6.80
6) Visually Sensitive Area (24"x 36")	\$ 6.80
7) Design Manual (GHMC 17.99)	\$ 22.00
8) Full Size Bond Reproduction (By Outside Service)	Charge by outside service+\$ 5.00
9) Full Size Bond Reproduction (In House)	\$ 6.80 <u>each per page</u>
10) 8-1/2 x 11", 8-1/2" x 14" & 11" x 17" B&W Copies	\$ 0.15 <u>each per page</u>
No charge for first 50 <u>copies pages</u>	
11) 8-1/2" x 11", 8-1/2" x 14 & 11" x 17" Color Copies	\$ 0.20 <u>each per page</u>
No charge for first 50 <u>copies pages</u>	

- 13) Scanned documents for electronic records request ~~B&W~~ \$ 0.05 ~~each per page~~  
8-1/2 x 11", 8-1/2" x 14" & 11" x 17" B&W  
No charge for first 50 ~~copies pages~~
- 14) Scanned documents — ~~Color~~ \$ 0.10 ~~each per page~~  
8-1/2 x 11", 8-1/2" x 14" & 11" x 17" Color  
No charge for first 50 ~~copies pages~~
- 15) Scanned documents \$ 0.50 ~~each per page~~  
All sizes greater than 11" x 17"
- ~~15)16)~~ Copy of existing CD or burning documents to CD \$ 1.00 ~~each per CD~~
- ~~16)17)~~ Address labels of property owners within 300 feet of project  
included in permit fees

**H. FEE REIMBURSEMENTS**

Application fees may be reimbursed at the following rate (percent of total fee):

- Request to withdraw application prior to any public notice issued 100%
- Request to withdraw application after any public notice issued. 85%
- Request to withdraw application after 1<sup>st</sup> comprehensive review 50%  
of project
- Request to withdraw application after 2<sup>nd</sup> comprehensive review of 35%  
project, issuance of staff report or SEPA threshold determination
- Request to withdraw application after 2<sup>nd</sup> comprehensive review of 0%  
project, or following a public hearing or issuance of administrative decision

Traffic report preparation fees, if addressed in a Hearing Examiner appeal, may be reimbursed to the extent directed by the Examiner in the Examiner's final decision.

**I. UTILITY EXTENSION REQUEST \$ 560.00**

**J. ENGINEERING FEES**

**Traffic Report Preparation**

Traffic Report Preparation Fees shall be charged as follows based on the number of PM Peak Hour Trips:

<u>Tier</u>	<u>PM Peak Hour Trips</u>	<u>Traffic Report Preparation Fee</u>
I	>2 up to 50	\$ 1,815
II	51 - 150	\$ 3,025
III	151 - 300	\$ 6,050
IV	301 - 750	\$ 9,075
V	>750	\$ 9,075 plus \$25 per trip over 750

**Engineering Permit Fees:**

Public Works Variance	\$ 1,330.00
Public Works Variance – Building/Fire Review	\$ 98.00
Actual or Projected Sewer Use Review	\$ 1,330.00
Sewer Exception Review	\$ 750.00
Building Review-Single Family Residence (SFR)	\$ 98.00
Building Review-Tenant Improvement w/Change in use	\$ 180.00
Encroachment (Administrative and Inspection)	\$ 250.00
Encroachment (Temporary)	\$ 30.00
Right of way / Vacation – Building/Fire	\$ 98.00
Water CRC (Non-SFR)	\$ 90.00
Sewer CRC (Non-SFR)	\$ 90.00
Transportation CRC (Non-SFR)	\$ 90.00
Comprehensive Plan Change (Utility Element)	\$ 1,330.00 (plus consultant fees)
Utility System Consistency Review	\$ 1,330.00 (plus consultant fees)
<u>Planning - \$900</u>	
<u>Engineering - \$430</u>	
Banner installation/removal fee (in addition to Right of way (Temporary) fee)	\$ 100.00
Fire Hydrant Indemnification Processing Fee	\$ 1,330.00
Fire Hydrant Indemnification Processing Fee – Building/Fire Review	\$ 98.00

**Engineering Plan Review Fees:**

Water: linear feet	\$ 165.00 for 1st 150 linear feet (lf) + \$0.30/lf
Sewer: linear feet	\$ 165.00 for 1st 150 linear feet (lf) + \$0.30/lf
Street or street w/curb, gutter and sidewalk	\$ 165.00 for 1st 150 linear feet (lf) + \$0.40/lf
Curb, gutter and sidewalk only	\$ 165.00 for 1st 150 linear feet (lf) + \$0.40/lf
Storm: Number of catch basins	\$ 120.00 for 1st + \$16.28 for each additional
Storm: Retention and detention facilities	\$ 165.00 for each facility
Lighting (per luminaire)	\$ 135.00 plus \$10.85 per luminaire
Signals	\$ 555.00 per intersection
Encroachment Permit	\$ 50.00
Civil Permit Review – Building/Fire	\$ 325.00



**Additional Resubmittal Review Fees:** The fees above for Engineering Plan Review include the initial review of the plans and two revisions (three submittals total). If a project requires staff review of more than three submittals, the applicant will be charged a rate of \$100.00 per hour (minimum of four hours) for the time the staff reviewer spends reviewing each submittal thereafter, and the minimum fee is due prior to start of review of the fourth submittal. Fees above the minimum resubmittal fee shall be billed to the applicant.

**Engineering Construction Inspection Fees:**

Water: linear feet	\$ 300.00 for 1st 150 linear feet (lf) + \$1.63/lf
Sewer: linear feet	\$ 300.00 for 1st 150 linear feet (lf) + \$1.63/lf
Sewer: residential step system	\$ 210.00 for each residence
Street	\$ 300.00 for 1st 150 linear feet (lf) + \$1.20/lf
Curb, gutter and sidewalk only	\$ 300.00 for 1st 150 linear feet (lf) + \$1.20/lf
Storm	\$ 145.00 per retention area + \$0.60/lf pipe
Lighting (per luminare)	\$ 145.00 + \$16.48 per luminare
Signals	\$ 1,140.00 per intersection
Grease interceptor permit	\$ 500.00

Grading Plan Review Fees	
100 Cu. Yds. or less	\$ 32.97
101 to 1000 Cu Yds.	\$ 50.98
1,001 to 10,000 Cu. Yds.	\$ 68.32
10,001 to 100,000 Cu. Yds.	\$68.32 for the first 10,000 plus \$34.16 each additional 10,000 or fraction thereof.
100,001 to 200,000 Cu. Yds.	\$368.78 for the first 100K plus \$18.97 for each additional 10,000 or fraction thereof.
200,001 Cu. Yds. or more	\$549.92 for the first 200,000 plus \$10.85 for each additional 10,000 or fraction thereof.
Grading Permit Fees	
100 Cu. Yds. or less	\$50.98
101 to 1000 Cu. Yds.	\$50.98 for the first 100 Cu. Yds. plus \$24.95 for each additional 100 Cu. Yds or fraction thereof.
1,001 to 10,000 Cu. Yds.	\$266.28 for the first 1,000 Cu. Yds. plus \$20.07 for each additional 1,000 Cu. Yds. or fraction thereof.
10,001 to 100,000 Cu. Yds.	\$444.16 for the first 10,000 Cu. Yds. plus \$91.11 for each additional 10,000 Cu. Yds. or fraction thereof.
100,001 Cu. Yds or more	\$1,257.10 for the first 100,000 Cu. Yds. plus \$50.98 for each additional 10,000 Cu. Yds. or fraction thereof.

**K. BUILDING PERMIT FEES**

**Table 1-1  
Building Permit Fees**

<b>Total Valuation</b>	<b>Fee</b>
\$1.00 to \$500.00	\$34.00
\$501.00 to \$2,000.00	\$34.00 for the first \$500.00 plus \$5.00 for each additional \$100.00 or fraction thereof to and including \$2,000.00
\$2,001 to \$25,000	\$96.00 for the first \$2,000.00 plus \$21.00 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$535.00 for the first \$25,000.00 plus \$15.00 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$880.00 for the first \$50,000.00 plus \$11.00 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$1,358.00 for the first \$100,000.00 plus \$9.00 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$4,420.00 for the first \$500,000.00 plus \$8.00 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$7,666.00 for the first \$1,000,000.00 plus \$5.00 for each additional \$1,000.00 or fraction thereof
Demolition Permit	\$119.00
<b>Building Permit Plan Review Fees</b>	
Building permit plan review fees	The fee for review of building plans will equal 65% of the permit fee in addition to the permit fee.
<b>Base Plan Fees</b>	
Base Plan Application Filing Fee.	\$55.00
New Base Plan Review Fee.	150% of plan review fee calculated under T. 1-1 for new construction.
Establish base plan from plan previously approved by the City.	100% of plan review fee calculated under T 1-1 for new construction.
Subsequent plan review fee for use of established base plan.	<del>70%</del> 25% of the plan review fee calculated under T 1-1 for new construction.



**Table 1-2**  
**Square Foot Construction Costs<sup>a,b,c</sup>**

Group (2006 IBC/IRC)		Type of Construction								
		IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1	Assembly, theaters, with stage	189.23	183.14	178.89	171.53	159.52	158.67	166.11	147.80	142.49
	Theaters, without stage	174.54	168.46	164.20	156.86	144.83	144.00	151.44	133.11	127.80
A-2	Assembly, nightclubs	142.74	138.74	135.26	130.18	121.78	120.30	125.43	110.92	107.25
	Restaurants, bars, banq. halls	141.59	137.59	132.97	129.05	119.50	119.15	124.29	108.64	106.11
A-3	Assembly, churches	175.26	169.18	164.91	157.56	145.52	144.68	152.16	133.81	128.50
	General, comm., halls, libraries museums	145.11	139.03	133.62	127.41	114.22	115.36	122.01	102.51	98.33
A-4	Assembly, arenas	141.59	137.59	132.50	129.05	119.50	119.15	124.29	108.64	106.11
B	Business	145.76	140.48	136.01	129.64	116.00	115.37	124.70	103.60	99.69
E	Educational	153.06	147.89	143.66	137.30	126.65	123.66	132.76	113.16	108.93
F-1	Factory/Industrial, mod. Hazard	88.39	84.34	79.30	76.89	66.44	67.58	73.76	56.66	53.83
F-2	Factory/Industrial, low hazard	87.26	83.19	79.30	75.76	66.44	66.44	72.62	56.66	52.69
H-1	High hazard, explosives	83.02	78.96	75.06	71.53	62.38	62.38	68.05	52.61	N.P.
H-2-4	High hazard	83.02	78.96	75.06	71.53	62.38	62.03	68.39	52.61	48.63
H-5	HPM	145.76	140.48	136.01	129.64	116.00	115.37	124.70	103.60	99.69
I-1	Institutional, supervised	143.92	138.99	135.25	129.76	119.05	139.99	125.83	109.42	105.08
I-2	Institutional, incapacitated	242.62	237.35	232.88	226.52	212.47	N.P.	221.57	200.06	N.P.
I-3	Institutional, restrained	165.57	160.29	155.83	149.47	137.22	135.44	144.51	124.81	118.62
I-4	Institutional, day care	143.92	138.99	135.25	129.76	119.05	118.99	125.83	109.42	105.08
M	Mercantile	106.37	102.36	97.73	93.80	84.82	84.47	89.04	73.95	71.43

Group (2006 IBC/IRC)		Type of Construction								
		IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
R-1	Residential, hotels	145.37	140.43	136.69	131.21	120.56	120.50	127.33	110.92	106.61
R-2	Residential, multi-family	145.36	139.42	134.95	128.36	115.80	115.71	123.92	104.23	99.04
R-3	Residential, 1/2 family	138.06	134.24	130.94	127.33	121.30	121.01	125.20	115.49	107.21
R-4	Residential, care/asst. living	143.92	138.99	135.25	129.76	119.05	118.99	125.83	109.42	105.08
S-1	Storage, moderate hazard	81.88	77.82	72.78	70.38	60.10	61.24	67.25	50.33	47.49
S-2	Storage, low hazard	80.73	76.68	72.78	69.25	60.10	60.10	66.11	50.33	46.35
U	Utility, miscellaneous	62.53	59.12	55.61	52.83	45.82	45.82	49.86	37.67	35.87

- a. Private garages use utility, miscellaneous
- b. Unfinished basements (all use group) = \$15.00 per sq. ft.
- c. N.P. = not permitted

**Table 1-3  
Plumbing Permit Fees**

**Permit Issuance**

1. For issuing each permit \$28.00

**Unit Fee Schedule (in addition to items 1 above)**

- 1. For each plumbing fixture on one trap or a set of fixtures on one trap (including water, drainage piping and backflow protection therefore) \$10.00
- 2. For each building sewer and each trailer park sewer \$21.00
- 3. Rainwater Systems - per drain (inside building) \$10.00
- 4. For each private sewage disposal system \$55.00
- 5. For each water heater and/or vent \$10.00
- 6. For each gas-piping system of one to five outlets \$ 8.00
- 7. For each additional gas-piping system outlet (per outlet) \$ 3.00
- 8. For each industrial waste pretreatment interceptor including its trap and vent, except kitchen-type grease interceptors functioning as fixture traps \$21.00
- 9. For each installation, alteration, or repair of water piping and/or water treating equipment, each \$10.00
- 10. For each repair or alteration of drainage or vent piping, each fixture \$10.00
- 11. For each private landscape irrigation system on any one meter including backflow protection devices therefore. \$ 10.00
- 12. For each atmospheric-type vacuum breakers not included in item 11: \$ 2.00
- 13. For each backflow protective device other than atmospheric-type vacuum breakers: \$20.00
- 14. For each gray water system \$55.00
- 15. For initial installation and testing for a reclaimed water system (excluding initial test) \$42.00
- 16. For each medical gas piping system serving one to five inlet(s)/outlet(s) for a specific gas \$69.00
- 17. For each additional medical gas inlet(s)/outlet(s) \$ 8.00

**Plan Review Fee**

A plan review fee equal to 65% of the permit fee shall be charged in addition to the permit fee for all plumbing permits. **Exception:** No plan review fee will be charged for plumbing permits related to residential construction regulated under the International Residential Code.

**Table 1-4  
Mechanical and Fuel Gas Permit Fees**

**Permit Issuance**

1. For issuing each permit \$ 34.00

**Unit Fee Schedule (in addition to issuance fee above)**

2. HVAC units \$ 22.00

3. Each appliance vent or diffuser without appliance \$ 11.00

4. Repair of each appliance & refrigeration unit \$ 19.00

5. Each boiler / compressor \$ 22.00

6. Each air handler \$ 16.00

7. Each VAV box \$ 16.00

8. Each evaporative cooler other than portable type \$ 16.00

9. Each ventilation fan connected to a single duct \$ 11.00

10. Each ventilation system not part of a system under permit \$ 16.00

11. Each hood served by mech. exhaust system including the ductwork \$ 16.00

12. Each piece of equipment regulated by the mechanical code but not listed in this table (fireplace inserts) \$ 16.00

13. Each fuel gas piping system of one to five outlets \$ 8.00

14. Each additional fuel gas outlet \$ 3.00

15. Propane tank installation \$ 66.00

**Plan Review Fee**

A plan review fee equal to 65% of the permit fee shall be charged in addition to the permit fee for all mechanical permits. **Exception:** No plan review fee will be charged for mechanical permits related to residential construction regulated under the International Residential Code.

**Table 1-5  
Fire System Permit Fees**

<b>Type of Fire Protection System</b>	<b>Fees (includes plan review, testing, and inspection)</b>
<b>Fire Alarm Systems</b>	
New Com./Multi. Fam. (first 4 zones)	\$472.00 plus \$2.00 per device
Additional zones	\$ 60.00 ea. plus \$2.00 per device
Tenant Improvement	\$354.00 plus \$2.00 per device
Additional Zones	\$ 60.00 plus \$2.00 per device
Residential (1-2 fam. dwellings)	\$190.00 plus \$2.00 per device
Sprinkler supervision/notification only	\$201.00 plus \$2.00 per device
<u>Relocation of existing devices</u>	<u>\$75.00 plus \$2.00 per device</u>
System upgrade/panel replacement	One half the above listed fees for new work.
<b>Fire Sprinkler Systems</b>	
NFPA 13, 13 R Systems	
1. Each new riser up to 99 heads	\$ 207.00+4.00/head
2. Each wet riser over 99 heads	\$578.00
3. Each dry riser over 99 heads	\$718.00
4. Each new deluge or pre-action system	\$718.00
5. Each new combination sprinkler/standpipe system including a single riser	\$931.00
6. Sprinkler underground	\$149.00
7. Revision to existing system	\$66.00+3.00/head
8. For each electronic permit for installation/relocation of not more than 10 heads and not involving installation/modification of branch or main piping.	\$ 66.00
9. High piled stock or rack system	
Add to riser fee	\$371.00
NFPA 13D systems	
1. Per dwelling unit fee	\$298.00
<b>Standpipe Systems</b>	
1. Each new Class 1 system	
Dry system	\$286.00
Wet system	\$409.00
2. Each new Class 2 system	\$495.00
3. Each new Class 3 system	\$495.00
<b>Fire Pumps</b>	\$898.00
<b>Type I Hood Suppression Systems</b>	
1. Pre-engineered	\$234.00
2. Custom engineered	\$409.00
<b>Fixed Pipe Fire Suppression</b>	
1. Pre-engineered	\$248.00
2. Custom engineered	\$569.00

**Table 1-6  
Additional Services**

1.	Inspections outside of normal business hours	\$ <del>66.00</del> <u>75.00/hr</u> <sup>1</sup>
2.	Reinspection fee	\$ <del>66.00</del> <u>75.00/hr</u>
	Reinspection fees double accumulatively when work requiring reinspection is not corrected prior to request for reinspection. (2 <sup>nd</sup> reinspection = \$ <del>132.00</del> <u>150.00</u> ; 3 <sup>rd</sup> reinspection = \$ <del>264.00</del> <u>300.00</u> etc.)	
3.	Expired permit renewal within 1 year of expiration	One-half (50%) of the original permit fee.
4.	Inspections for which no fee is specifically indicated	\$ <del>66.00</del> <u>75.00/hr</u>
5.	Fire Code Operational Permit Inspection	\$ <del>66.00</del> <u>75.00/hr</u>
6.	Additional plan review required by changes, additions or revisions to approved plans (per hour - minimum charge one-half hour)	\$ <del>66.00</del> <u>75.00/hr</u>
7.	Temporary Certificate of Occupancy	\$ 236.00
8.	Certificate of Occupancy for change in use	\$ <del>66.00</del> <u>75.00/hr</u>
9.	Adult Family Home licensing inspection	\$ <del>66.00</del> <u>75.00/hr</u>
10.	Investigation fee for work without a permit	100% of the permit fee in addition to the permit fee.
11.	Expedited plan review by third party contract	Actual Cost but not less than 65% of the permit fee.
12.	Incident management and investigation	\$ <del>66.00</del> <u>75.00/hr</u> <sup>1</sup>
13.	Fire flow test	\$130.00
14.	Appeal of directors decision to BCAB	\$130.00

<sup>1</sup> A two hour minimum fee will be charged for all additional services involving employee overtime.

**Table 1-7  
Fire Code Operational and Construction Permit Fees**

<b>Operation</b>	<b>Fee</b>
Aerosol Products	\$ 66.00
Amusement Buildings	\$ 66.00
Aviation Facilities	\$130.00
Carnivals and fairs	\$ 66.00
Battery systems	\$130.00
Cellulose nitrate film	\$ 66.00
Combustible dust producing operations	\$ 66.00
Combustible fibers	\$ 66.00
<b>Exception: Permit not required for agricultural storage</b>	
Compressed gases	\$ 66.00
Exception: Vehicles using CG as a fuel for propulsion See IFC T. 105.6.9 for permit amounts	
Covered mall buildings - Required for:	\$ 66.00
placement of retail fixtures and displays, concession equipment, displays of highly combustible goods and similar items in the mall; display of liquid or gas fired equipment in the mall; use of open flame or flame producing equipment in the mall.	
Cryogenic fluids	\$ 66.00
Exception: Vehicles using cryogenic fluids as a fuel for propulsion or for refrigerating the lading. See IFC T. 105.6.11 for permit amounts	
Dry cleaning plants	\$ 66.00
Exhibits and trade shows	\$ 66.00
Explosives	\$198.00
Fire hydrants and valves	\$ 66.00
Exception: Authorized employees of the water company or fire department.	
Flammable and combustible liquids	\$132.00
In accordance with IFC 105.6.17	
Floor finishing	\$ 66.00
In excess of 350 sq. ft. using Class I or Class II liquids	
Fruit and crop ripening	\$ 66.00
Using ethylene gas	
Fumigation and thermal insecticidal fogging	\$ 66.00
Hazardous materials	\$ 66.00
See IFC T. 105.6.21 for permit amounts	
HPM facilities	\$132.00
High piled storage	\$132.00
In excess of 500 sq. ft.	
Hot work operations	\$ 66.00
In accordance with IFC 105.6.24	
Industrial ovens	\$ 66.00
Lumber yards and woodworking plants	\$ 66.00
Liquid or gas fueled vehicles or equipment In assembly buildings	\$ 66.00

**Table 1-7  
Fire Code Operational and Construction Permit Fees - cont.**

LP Gas	\$132.00
Exception: 500 gal or less water capacity container serving group R-3 dwelling	
Magnesium working	\$ 66.00
Miscellaneous combustible storage	\$ 66.00
In accordance with IFC 105.6.30	
Open burning	\$ 66.00
Exception: Recreational fires	
Open flames and torches	\$ 66.00
Open flames and candles	\$ 66.00
Organic coatings	\$ 66.00
Places of assembly	\$ 66.00
Private fire hydrants	\$ 66.00
Pyrotechnic special effects material	\$ 66.00
Pyroxylin plastics	\$ 66.00
Refrigeration equipment	\$ 66.00
Regulated under IFC Ch. 6	
Repair garages and motor fuel dispensing facilities	\$ 66.00
Rooftop heliports	\$ 66.00
Spraying or dipping	\$ 66.00
Using materials regulated under IFC Ch. 15	
Storage of scrap tires and tire byproducts	\$ 66.00
Temporary membrane structures, tents and canopies	\$ 66.00
Except as provided in IFC 105.6.44	
Tire re-building plants	\$ 66.00
Waste handling	\$ 66.00
Wood products	\$ 66.00

**Required Construction Permits**

Automatic fire extinguishing systems	Ref. Table 1-5
Compressed gases except as provided under IFC 105.7.2	Ref. Table 1-3
Fire alarm and detection systems and related equipment	Ref. Table 1-5
Fire pumps and related equipment	Ref. Table 1-5
Flammable and combustible liquids - in accordance with IFC 105.7.5	\$132.00
Hazardous materials	\$132.00
Industrial ovens regulated under IFC Ch. 21	\$132.00
LP Gas - installation or modification of LP gas system	Ref. Table 1-4
Private fire hydrants - installation or modification of private fire hydrants	Ref. Table 1-5
Spraying or dipping - installation or modification of a spray room, dip tank, or booth	\$132.00
Standpipe system	Ref. Table 1-4
Temporary membrane structures tents and canopies Except as provided under IFC 105.7.12	Included in Op. Permit Fee





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

**Subject:** Second Reading of Ordinance –  
2014 Planning Housekeeping Amendments

**Proposed Council Action:** Adopt  
Ordinance No. 1307 at second reading

**Dept. Origin:** Planning

**Prepared by:** Jennifer Kester  
Planning Director *JK*

**For Agenda of:** December 8, 2014

**Exhibits:** Draft ordinance;  
Summary of amendments.

Initial & Date

**Concurred by Mayor:** *SM 11/26/14*

**Approved by City Administrator:** *RW 11/25/14*

**Approved as to form by City Atty:** *email 11/10/14*

**Approved by Finance Director:** *N/A*

**Approved by Department Head:** *JK 11/25/14*

Expenditure Required	0	Amount Budgeted	0	Appropriation Required	0
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**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 according to the Municipal Code.

**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**

Adopt Ordinance No. 1307 at second reading



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. 1307**

**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 10<sup>th</sup>, 2014, pursuant to RCW 36.70A.106, and were granted expedited review on October 28<sup>th</sup>, 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 November 24, 2014; and

WHEREAS, on December 8, 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 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);
- 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 plats<sup>1</sup>
- B. Minimum lot width<sup>1</sup> 70'
- C. Minimum front yard setback<sup>2, 4, 5</sup> House: 20'  
Porch: 12'  
Garage: 26'
- D. Minimum rear yard setback<sup>2, 3</sup> 30'
- E. Minimum side yard setback<sup>2, 3</sup> 8'

<sup>1</sup>A 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.

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

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

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

<sup>5</sup> 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:

<b>Single- Family and Duplex Dwellings</b>	<b>Other Residential and Nonresidential</b>
--	---

A. Minimum lot area for short plats <sup>1</sup>	7,000 sq. ft./dwelling unit
B. Minimum lot width <sup>1</sup>	50'          50'
C. Minimum front yard <sup>3,4</sup>	House: 20' 25' Porch: 12' Garage: 26'
D. Minimum side yard <sup>2, 3</sup>	8'          7'
E. Minimum rear yard <sup>2, 3</sup>	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

<sup>1</sup>A 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.

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

<sup>3</sup>Garages 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).

<sup>4</sup>Accessory 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:

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

<sup>1</sup>A 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.

<sup>2</sup>Garages 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).

<sup>3</sup>Accessory 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 <sup>1,3</sup>	House: 20' Porch: 12' Garage: 26'	20'	20'
D. Minimum rear yard setback <sup>1, 2</sup>	30'	25'	15'
E. Minimum side yard setback <sup>1, 2</sup>	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'

<sup>1</sup>If 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.

<sup>2</sup>Garages 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).

<sup>3</sup>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 yard<sup>2</sup> setback House: 20' 20'  
Porch: 12'  
Garage: 26'

D. Side yard setback<sup>1</sup> 8' 8'

E. Rear yard setback<sup>1</sup> 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.

<sup>1</sup>Garages 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).

<sup>2</sup> 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) district<sup>1</sup> 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 <sup>1,2</sup>	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 <sup>1</sup>	30'	
C. Side yard <sup>1</sup>	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.

<sup>1</sup>If 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.

<sup>2</sup>The 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 Nonresidential/Nonresidential</u>	75	20	5	20	20
<u>Commercial/Residential 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:

<b>Maximum Imp. Coverage</b>	<b>Number of Waterview/ Access Opportunities</b>
----------------------------------	--

- 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:

	<b>Maximum Imp. Coverage</b>	<b>Number of Waterview/ Access Opportunities</b>
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 ~~17.99~~17.98.056(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:

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Molly M. Towslee, City Clerk

APPROVED AS TO FORM:  
Office of the City Attorney

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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:** Well No. 11 Final Design – Amendment #1 to the Consultant Services Contract with Carollo Engineers, Inc.

**Proposed Council Action:** Authorize the Mayor to execute an Amendment to the Consultant Services Contract with Carollo Engineers., for additional design assistance with hydraulic zone analysis related to the Well No. 11 Final Design Project in an amount not to exceed Forty-Eight Thousand Nine Hundred Thirty-Two Dollars and Zero Cents (\$48,932.00).

**Dept. Origin:** Public Works

**Prepared by:** Jeff Langhelm, PE  
Public Works Director

**For Agenda of:** December 8, 2014

**Exhibits:** Amendment to Consultant Services Contract with Scope and Fee

Initial &  
Date

**Concurred by Mayor:**

**Approved by City Administrator:**

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

**Approved by Finance Director:**

**Approved by Department Head:**

*BJL 12/2/14*  
*JW 12/2/14*  
*As per email dated 12/1/14*  
*OK 12/2/14*  
*AD 12/1/14*

<b>Expenditure Required</b>	\$48,932.00	<b>Amount Budgeted</b>	\$900,000.00	<b>Appropriation Required</b>	\$0
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**INFORMATION/BACKGROUND**

In February 2014, the City contracted with Carollo Engineers to provide final design of the Well #11 production well facilities, as proposed in the City's 2014 Budget.

The work under this contract provides for a hydraulic analysis of the City's water system, development of a site plan, and development of contract documents for installation of a motor and pump assembly, well house, back-up generator, and connection to the existing water system.

As part of the design, Well # 11's impact on system hydraulics has identified challenges to the current 450 zone. Based on this evaluation, the City is considering a new hydraulic zone be added to the water system for the North Tanks and Well #11, which will require additional analysis and design efforts to establish the rezone boundaries and operating rules for the proposed and existing infrastructure. Carollo Engineers and their subconsultants continue to be the most qualified for the proposed work.

**FISCAL CONSIDERATION**

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

2014 Budget for Deep Aquifer Well Development, Water Division Capital, Objective No. 1	\$900,000.00
Anticipated 2014 Expenses:	
Carollo Consultant Services Contract (February 2014)	\$(427,846.00)
Amendment #1 Carollo Consultant Services Contract	\$(48,932.00)
Landau Associates Consultant Services Contract (Jan 2014)	\$(4,069.00)
<i>Power and Telemetry Design and Installation</i>	<i>\$(400,000.00)</i>
<b>Remaining 2014 Budget =</b>	<b>\$ 19,153.00</b>

Note: Expenses in *italics* are estimated.

**BOARD OR COMMITTEE RECOMMENDATION**

This work has not been formally presented to a board or committee. Rather, the need for this work has been identified in the City's Water System Plan and continues to be supported in the City's budget.

**RECOMMENDATION/MOTION**

Authorize the Mayor to execute an Amendment #1 to the Consultant Services Contract with Carollo Engineers., for design assistance with hydraulic zone analysis as related to the Well No. 11 Final Design Project in an amount not to exceed Forty-Eight Thousand Nine Hundred Thirty-Two Dollars and Zero Cents (\$48,932.00).

**FIRST AMENDMENT  
TO  
CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
CAROLLO ENGINEERS, Inc.**

THIS FIRST AMENDMENT is made to that certain Consultant Services Contract dated February 18, 2014, (the "Agreement"), by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Carollo Engineers, Inc., a limited liability company organized under the laws of the State of Washington (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in completing the Well #11 Final Design and desires to revise 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 Forty-Eight Thousand Nine Hundred Thirty-Two Dollars and Zero Cents (\$48,932.00), 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, 2015.

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

IN WITNESS WHEREOF, the parties have executed this Amendment on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

CONSULTANT

CITY OF GIG HARBOR

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

**EXHIBIT A**  
**SCOPE OF WORK**  
**City of Gig Harbor**  
**Rezone Analysis**

**Purpose**

The Carollo Engineers team (Consultant) is assisting the City of Gig Harbor (City) with the design of the Well #11 Facilities and bid period and construction services. As part of the design, Well #11's impact on system hydraulics identified challenges to the current 450 zone. Based on this evaluation, the City is considering a new hydraulic zone be added to the system for the North Tanks and Well #11.

The purpose of this Scope of Work is to evaluate the proposed rezone in greater detail to support the final design of Well #11 facilities by evaluating:

- Task 1 - Project Management.
- Task 2 - Pressure Rezone Boundaries.
- Task 3 - Supply, Storage, and Pump Station Analyses.
- Task 4 – Distribution System Improvements.
- Task 5 - Expand Basis of Design Report.

Details on the scope of each task are provided below.

**Task 1 – Project Management**

The objective of this task is to track and execute the project in accordance with the schedule, budget, and quality expectations that are established. This task includes the following project management work activities:

- Monitor project progress including work completed, work remaining, budget expended, schedule, estimated cost of work remaining, estimated cost at completion, and manage activities within total project budget.
- Monitor project activities for potential changes, anticipate changes whenever possible, and with City approval, modify project tasks, task budgets, and approach to keep the overall project within budget and on schedule.
- Manage the quality control of all work activities and project deliverables.
- Provide regular communication on project progress to the City.

**Meetings**

- Team Coordination Meeting

**Deliverables**

- Scope of services, project budget, and schedule - Electronic Copy (PDF, Word, Excel).



- Monthly progress report and invoice - Electronic Copy (PDF).
- Kick-off meeting agenda, materials, and meeting minutes.

## **Task 2 – Pressure Rezone Boundaries**

Establish the rezone boundaries of the new 440 Zone and 450 Zone. Identify operating rules for existing infrastructure and Well #11 and the infrastructure required for zone isolation.

Evaluate the revised system to ensure the rezone maintains the required level of service. The system will be evaluated for the 2014 and 2028 scenarios from the 2008 Plan. The distribution system criteria will be confirmed with the City, which are expected to include:

- Maximum velocity during the Peak Hour Demand (PHD),
- Minimum Pressure during the PHD, and
- Fire Flows during the Maximum Day Demand (MDD).

Modify pressure zone boundaries, as need, to resolve distribution system deficiencies. Prepare maps and tables of pressure rezone boundary and infrastructure for review by the City. Develop an updated hydraulic profile of the system. Conduct a conference call to review results with the City. Incorporate City comments to finalize pressure zones.

Findings will be incorporated into the BODR in Task 5.

### **Meetings**

- Pressure Rezone Conference Call.

### **Deliverables**

- Updated hydraulic model.
- Updated hydraulic profile.
- Conference Call agenda, materials, and meeting minutes.

## **Task 3 – Supply, Storage, and Pump Station Analyses**

Incorporate the rezone into the supply and storage analyses from the 2008 Plan, as well as conduct a desktop analysis of Pump Station 3. Review available information and prepare a data request to be submitted at the kick-off meeting.

The following analyses will be conducted as part of this task:

- Review and update the City's ground water supply strategy presented in Chapter 4 of the 2008 Plan based on the Well 11 60 percent design, rezone analysis, and completed CIP projects improvements. Conduct system-wide supply analysis in accordance with identified criteria based on WSP 2014, 2018 and 2028 demands projections. Adjust the City's ground water supply strategy based on the results of the supply analysis.
- Complete a desktop analysis of Pump Station 3 capacity. Evaluate capacity of Pump Station 3 to supply the 450 Zone from the new 440 Zone, while maintaining level of

service in the 320 Zone. The evaluation will consider the 2014 and 2028 demand projections. Summarize deficiencies and recommended modifications, or operational changes.

- Identify the storage volume required for each pressure zone based on the established storage criteria. Evaluate the ability of existing storage to meet the required volume. The evaluation will consider the 2014 and 2028 demand projections. If storage deficiencies are found, identify additional storage volume requirements by pressure zone.

Present supply, storage, and pump station results for the City's review and approval at a System Analysis workshop. Prepare figures, tables and other materials to facilitate System Analysis workshop. Findings will be incorporated into the BODR in Task 5.

#### **Meetings**

- System Analysis Workshop.

#### **Deliverables**

- Workshop agenda, materials, and meeting minutes.

#### **Task 4 – Distribution System Improvements**

Using the hydraulic model, identify deficiencies for the 2014 and 2028 scenarios with the rezone based on the three criteria presented in Task 2. Confirm deficiencies are consistent with the 2008 WSP Plan and the 2010 Source of Supply Preliminary Evaluation. Modify distribution system improvements, as needed, to address all deficiencies. If additional improvements are required, develop recommended sizing and summarize in a Recommendations table.

Present improvements for the City's review and approval at a Distribution System Improvement workshop. Prepare figures, tables and other materials to facilitate Distribution System Improvement workshop. Findings will be incorporated into the BODR in Task 5.

#### **Meetings**

- Distribution System Improvement workshop.

#### **Deliverables**

- Workshop agenda, materials, and meeting minutes.

#### **Task 5 – Expand Basis of Design Report**

Expand the existing Well #11 BODR to incorporate analysis conducted in the above tasks. Prepare an electronic draft BODR for the City's review and approval. Track City comments and Consultant responses in a Record of Comment (ROC). Incorporate comments into the final BODR, which will be submitted at 90-percent design of Well #11.

#### **Meetings**

- None.

#### **Deliverables**

- Draft Electronic BODR (PDF, Word, or Excel).
- Electronic ROC.

### **Project Assumptions**

- Project duration is 2 months.
- Demographic and demand projections will not be updated.
- No cost estimates or CIP will be developed.
- Task to be completed prior to 90 percent design submittal.
- Final documentation will be submitted at 90-percent design of Well #11.

DRAFT

**Exhibit B- Level of Effort  
City of Gig Harbor  
Rezone Analysis**

TASK DESCRIPTION	Carollo Engineers, Inc.							Total Labor Costs	Carollo Other Direct Costs	Carollo PECE Costs	TOTAL COSTS
	Project Manager	Technical Advisor QA/QC	Project Professional	Asst Professional	Tech	Clerical/WP	Carollo Total Labor Hours				
Hourly Billing Rates	\$ 226	\$ 175	\$ 175	\$ 140	\$ 125	\$ 90				\$9.90	
<b>Task Descriptions</b>											
<b>Task 1: Project Management</b>											
Project Management	8	0	0	0	0	4					
<b>Task 1: Subtotal</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>12</b>	<b>\$2,168</b>	<b>\$0</b>	<b>\$119</b>	<b>\$2,287</b>
<b>Task 2: Pressure Rezone Boundaries</b>											
Pressure Zone Analysis	0	2	4	24	8	0					
Conference Call	2	0	0	8	0	0					
<b>Task 2: Subtotal</b>	<b>2</b>	<b>2</b>	<b>4</b>	<b>32</b>	<b>8</b>	<b>0</b>	<b>48</b>	<b>\$6,982</b>	<b>\$0</b>	<b>\$475</b>	<b>\$7,457</b>
<b>Task 3: Supply, Storage, and Pump Station Analysis</b>											
Supply Analysis	2	0	2	8	0	0					
Pump Station 3 Analysis	2	2	2	12	0	0					
Storage Analysis	2	2	2	24	0	0					
System Analysis Workshop	4	0	4	8	2	2			\$100		
<b>Task 3: Subtotal</b>	<b>10</b>	<b>4</b>	<b>10</b>	<b>52</b>	<b>2</b>	<b>2</b>	<b>80</b>	<b>\$12,420</b>	<b>\$100</b>	<b>\$792</b>	<b>\$13,312</b>
<b>Task 4: Distribution System Analysis</b>											
Confirm Deficiencies	2	0	4	40	4	0					
Modify Improvements	2	0	8	16	12	0					
System Analysis Workshop	4	0	4	8	2	2			\$100		
<b>Task 4: Subtotal</b>	<b>4</b>	<b>0</b>	<b>12</b>	<b>56</b>	<b>16</b>	<b>0</b>	<b>88</b>	<b>\$12,844</b>	<b>\$100</b>	<b>\$871</b>	<b>\$13,815</b>
<b>Task 5: Expand BODR</b>											
Expand BODR	8	4	16	24	8	16	76		\$200		
<b>Task 5: Subtotal</b>	<b>8</b>	<b>4</b>	<b>16</b>	<b>24</b>	<b>8</b>	<b>16</b>	<b>76</b>	<b>\$11,108</b>	<b>\$200</b>	<b>\$752</b>	<b>\$12,060</b>
<b>TOTAL</b>	<b>32</b>	<b>10</b>	<b>42</b>	<b>164</b>	<b>34</b>	<b>22</b>	<b>304</b>	<b>\$45,522</b>	<b>\$400</b>	<b>\$3,010</b>	<b>\$48,932</b>



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

**Subject:** Jerisich Dock Power and Water Improvements – Consultant Services Contract Grette Associates LLC.

**Proposed Council Action:** Approve and authorize the Mayor to execute a Consultant Services Contract with Grette Associates LLC, in an amount not exceed \$2,854.00 for Jerisich Dock Power and Water Improvements Project.

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

**Prepared by:** Emily Appleton Senior Engineer *EA 12.2.14*

**For Agenda of:** December 8, 2014

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

	Initial & Date
<b>Concurred by Mayor:</b>	<i>JG 12-3-14</i>
<b>Approved by City Administrator:</b>	<i>RW 12/3/14</i>
<b>Approved as to form by City Atty:</b>	<i>BY EMAIL 12/2/14</i>
<b>Approved by Finance Director:</b>	<i>DF 12/2/14</i>
<b>Approved by Public Works Director:</b>	<i>PD 12/2/14</i>
<b>Approved by City Engineer:</b>	<i>EC 12/2/14</i>

<b>Expenditure Required</b>	\$ 2,854.00	<b>Amount Budgeted</b>	\$ 150,000.00	<b>Appropriation Required</b>	\$0
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**INFORMATION/BACKGROUND**

The consultant services provided under this contract includes updating previously prepared Habitat Assessment and Management Plans (HAMP/HMP) in order to use the information to procure permits for the Jerisich Dock Power and Water Improvements project. This information is required prior to submitting permit applications for the project and is critical to maintaining the project schedule.

**FISCAL CONSIDERATION**

This project is included in the 2014 City Budget under the Parks Development fund. It is listed in the "Parks Division – Capital, Narrative of Objectives," item No. 13 with a budgeted amount of \$150,000. It is also proposed in the 2015-16 City Budget under the same fund with a budgeted amount of \$190,000.

**BOARD OR COMMITTEE RECOMMENDATION**

N/A

**RECOMMENDATION/MOTION**

Approve and authorize the Mayor to execute a Consultant Services Contract with Grette Associates LLC, in an amount not exceed \$2,854.00 for Jerisich Dock Power and Water Project.

**PROFESSIONAL SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
GRETTE ASSOCIATES LLC**

---

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

**RECITALS**

WHEREAS, the City is presently engaged in Jerisich Dock Power and Water Upgrades 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 Two Thousand Eight Hundred Fifty Four Dollars and Zero Cents (\$2,854.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit A – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit A**, unless the parties agree to a modification of this Contract, pursuant to Section 17 herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

3. **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 3/1/15; 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.

v.2014{AXS1249315.DOC;1/00008.900000/ }



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

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

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

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

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

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

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

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

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

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

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

CONSULTANT:  
Grette Associates LLC  
ATTN: Scott Maharry  
2102 North 30<sup>th</sup> Street, Suite A  
Tacoma, WA 98403  
(253) 573-9300

City of Gig Harbor  
ATTN: Emily Appleton  
Senior Engineer  
3510 Grandview Street  
Gig Harbor, WA 98335  
(253) 851-6170

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

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

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

CONSULTANT

CITY OF GIG HARBOR

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

By: \_\_\_\_\_  
Mayor Jill Guernsey

ATTEST:

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

APPROVED AS TO FORM:

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

# EXHIBIT A

## City of Gig Harbor Jerisich Dock Power and Water Upgrades

### Task 100 – Gig Harbor Municipal Code Compliance

Grette Associates will prepare an addendum (technical memorandum) to two existing Habitat Assessment and Management Plans (HAMP/HMP) that have been prepared for work at Jerisich Dock in Gig Harbor, WA. The technical memorandum will be prepared to assess the proposed project for compliance with the Endangered Species Act under FEMA (Gig Harbor Municipal Code 18.10.100). This Task includes time for preparation of the technical memorandum and one round of internal review.

An estimated budget for Task 100 is as follows:

Staff	Rate	Units	Total
Biologist 5	\$135.00	2	\$270.00
Biologist 1	\$90.00	12	\$1,080.00
Administrative	\$74.00	1	\$74.00
Insurance Certificate	\$80.00	1	\$80.00
<b>TOTAL TASK 100</b>			<b>\$1,504.00</b>

### Task 200 – Shoreline No Net Loss Analysis

Grette Associates will also prepare a “No Net Loss” analysis for the proposed work at Jerisich Dock for compliance with the City’s current Shoreline Master Program. This analysis will be included as part of the technical memorandum described in Task 100, and assumes the City will provide up-to-date site plans and project descriptions.

An estimated budget for Task 200 is as follows:

Staff	Rate	Units	Total
Biologist 5	\$135.00	2	\$270.00
Biologist 1	\$90.00	12	\$1,080.00
<b>TOTAL TASK 200</b>			<b>\$1,350.00</b>

Total Contract Amount: **\$2,854.00**



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

**Subject:** Structural Design for Odor Control Covers at the Lift Station 3A- Consultant Services Contract with Petersen Structural Engineers, Inc.

**Proposed Council Action:**

**Move to:** Approve and authorize the Mayor to execute Consultant Services Contract with Petersen Structural Engineers for design of Odor Control Covers for the amount not-to-exceed \$6,918.00

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

**Prepared by:** Darrell Winans  
WWTP Supervisor *DW*

**For Agenda of:** December 8, 2014

**Exhibits:** Consultant Services Contract  
Exhibit A-Scope of Work and Estimated Cost and Fee

Initial & Date

**Concurred by Mayor:** *JB 12-3-14*  
**Approved by City Administrator:** *RW 12/3/14*  
**Approved as to form by City Atty:** *Agreement 12/3/14*  
**Approved by Finance Director:** *Pat O'R 12/3/14*  
**Approved by Public Works Director:** *12/3/14*  
**Approved by City Engineer:** *12/3/14*

Expenditure Required	\$6,918.00	Amount Budgeted	\$92,000.00	Appropriation Required	None	\$0
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**INFORMATION / BACKGROUND**

This contract provides for the preparation of engineered stamped plans, specifications, dimensions and engineers estimate for sectional hinged covers for an existing odor control structure at the Lift Station 3A.

**FISCAL CONSIDERATION**

The 2014 Sewer Operating Fund has allocated the following for this project:

2014 Budget for Professional Services, Sewer Operating Fund, (402-021-535-52-41-00)	\$92,000.00
Anticipated 2014 Expenses:	
Petersen Structural Engineers Consultant Services Contract	\$(6,918.00)
Other Costs Not Associated with This Project	\$(13,613.00)
<b>Remaining 2014 Budget =</b>	<b>\$ 71,469.00</b>

**BOARD OR COMMITTEE RECOMMENDATION**

N/A

**RECOMMENDATION / MOTION**

**Move to:**

Approve and authorize the Mayor to execute a Consultant Services Contract with Petersen Structural Engineers, Inc. for design services related to Odor Control Covers at the Lift Station 3A for the amount not-to-exceed \$6,918.00.

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

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

**RECITALS**

WHEREAS, the City is presently engaged in Odor Control Cover Design Project and desires that the Consultant perform services necessary to provide the following consultation services; and

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

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

**TERMS**

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

2. **Payment.**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Six Thousand Nine Hundred Eighteen Dollars and Zero Cents (\$6,918.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**, unless the parties agree to a modification of this Contract, pursuant to Section 17 herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

3. **Duration of Work.** The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by December 31, 2014; provided however, that additional time shall be granted by the City for excusable days or extra work.

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

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

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

7. **Indemnification.**



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

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

**8. Insurance.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

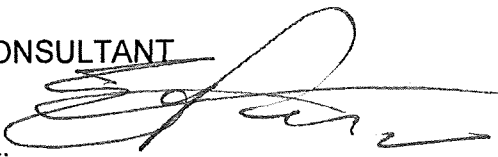
City of Gig Harbor  
ATTN: Jeff Langhelm, P.E.  
3510 Grandview Street  
Gig Harbor, WA 98335  
(253) 851-6170

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

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

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

CONSULTANT

  
By: \_\_\_\_\_  
Its: ERIC PETERSON  
PRESIDENT

CITY OF GIG HARBOR

By: \_\_\_\_\_  
Mayor Jill Guernsey

ATTEST:

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

APPROVED AS TO FORM:

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



Peterson Structural Engineers, Inc.

Consulting Structural Engineers

Portland, Oregon • Tacoma, Washington

[www.pseengineers.com](http://www.pseengineers.com)

Mr. Darrell Winans  
Wastewater Treatment Plant Supervisor  
City of Gig Harbor Public Works  
3510 Grandview Street  
Gig Harbor, WA 98335

December 2, 2014

Exhibit A

File: PSE\14-255-01

Re: Scope and Fee for the Gig Harbor Wastewater Treatment Plant 3A Odor Covers

Dear Mr. Winans:

Thank you for the opportunity to work with the City of Gig Harbor on the Wastewater Treatment Plant (WWTP) 3A Odor Cover replacement project. PSE is excited at the opportunity to work with you on this project.

The following limited scope and fee is for the development of structural calculations, computer generated drawings, specifications, vetting of potential fabricators, and constructions support. PSE understands that the City of Gig Harbor will issue the formal contract after the scope and fee is agreed upon.

Scope:

Based on our understanding of the final deliverables and project schedule, we have generated the following scope tasks for PSE's services, labeled by task number.

**TASK 0. Preliminary Project Work – 1 day**

- 0.1. Existing Document Review – review drawings, pictures, and scope
- 0.2. Scope & Fee Development
- 0.3. Site Visit + Mileage – discuss particulars of project and get clarifications on any questions.

**TASK 1. Cover Design to 60% – 5 days**

- 1.1. Develop Design Criteria for Covers using 30 psf live load. Evaluate using LRFD design methodology. Design covers using Aluminum components.
- 1.2. Drawings. Drawing will include appropriate call-outs and details. Include locking latches, spring hinges, slip resistant coatings (not diamond plated or coated), rubber seals, anchorage to existing concrete structure.
  - 1.2.1. Drawing S1 – General Notes
  - 1.2.2. Drawing S2 – Hatch Details
- 1.3. Specification for Aluminum Cover. Spec to include min. aluminum quality, rubber seal type, spring type, and anchorage type.

**TASK 2. Cover Design to 100% - 10 days (timeline based on expected response time from fabricators)**

- 2.1. Incorporate Changes. Update Design Criteria, Drawings, and Spec with any comments from City of Gig Harbor

City of Gig Harbor  
WWTP 3A Odor Covers

12/2/2014

- 2.2. Contact Fabricators. Call local fabricators in an effort to identify 3 companies that can build the covers.

**TASK 3. Construction Support - duration**

- 3.1. Reply to RFI's, review submittals, structural observation.
- 3.2. Site Visit + Mileage – Inspect the initial installation of the post-installed anchors.

PSE's understanding is that all permits will be obtained by the City of Gig Harbor.

Fee and Schedule

Based on the aforementioned scope, PSE's fees for professional services (including construction support) will be \$6,918. PSE understands that this project requires City Council approval before work can begin. PSE anticipates that we will be able to start work immediately after the Council approves funding for the project.

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

Scope and Fee Approval:

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

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

Sincerely,

12/02/2014

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

Date

Darrell Winans  
City of Gig Harbor

Date

Submitted via e-mail: [winansd@cityofgigharbor.net](mailto:winansd@cityofgigharbor.net)

Enclosures:

- PSE 2015 Fee Schedule
- WWTP 3A Odor Cover Fee Estimate

Lift Station 3A  
Odor Control Cover

Scope:

Design sectional hinged covers for existing odor control structure. Covers are to be fabricated of aluminum at a local (Seattle, Tacoma) area fabricator. Design to include engineer stamped plans, specifications, dimensions, and call outs needed to fabricate covers.

Coordination with WWTP Supervisor prior to budget and scope preparation (253) 377-6144.

As-builts attached.

Minimum requirements below:

1. Fabricated sections with spring assisted hinges mounted on the south side of structure lockable in vertical position.
2. Sized to allow opening by single individual to the vertical position.
3. Structurally support a 30 PSF live load.
4. Coating on underside to prevent corrosion from moisture.
5. Surface to be slip resistant but not diamond plate or coated to allow free flow of water on slight slope (2%).
6. Radius outer corners to prevent injury.
7. Rubber seals to minimize release of odors.
8. Minimum 2 site visits.
9. Respond to RFC/RFI's from plans and specs. during design and fabrication.





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

Exhibit B

## Peterson Structural Engineers 2014 Fee Schedule

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

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

Direct Expenses will be billed at cost plus 10%

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'Bill Sandbo', is written over a light blue horizontal line.

Bill Sandbo, PE, LEED AP

Revised January 1<sup>st</sup>, 2014





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

## PETERSON STRUCTURAL ENGINEERS

### WWTP 3A Odor Covers Fee Estimate

DATE: December 2nd, 2014  
FILE: PSE 14-255

ATTENTION: Darrell Winans  
PREPARED BY: Bill Sandbo, PE

Scope of Work (by task)	PSE 2014 RATES					TOTAL HOURS	TOTAL COST
	\$170	\$140	\$125	\$110	\$85		
	Principal	Senior Associate or Designer	Project Manager	Staff Designer	Admin or Drafter		
<b>0. Preliminary Project Work</b>	<b>0.5</b>	<b>2.5</b>	<b>0</b>	<b>3.5</b>	<b>0.3</b>	<b>6.8</b>	<b>\$ 846</b>
0.1. Existing Document Review	0	0.5	0	0.5	0	1	\$ 125
0.2. Scope and Fee Development	0.5	0	0	1	0.3	1.8	\$ 221
0.3. Pre-design Site Visit	0	2	0	2	0	4	\$ 500
<b>1. Cover Design to 60%</b>	<b>1</b>	<b>3</b>	<b>0</b>	<b>20</b>	<b>0.3</b>	<b>24.3</b>	<b>\$ 2,816</b>
1.1. Structural Calculations (including design criteria)	0.33	1	0	8	0.1	9.43	\$ 1,085
1.2. Structural Drawings	0.33	1	0	8	0.1	9.43	\$ 1,085
1.3. Specifications	0.34	1	0	4	0.1	5.44	\$ 646
<b>2. Cover Design to 100%</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>12</b>	<b>0</b>	<b>14</b>	<b>\$ 1,630</b>
2.1. Update 60% Submittal	1	1	0	8	0	10	\$ 1,190
2.2. Contact Fabricators	0	0	0	4	0	4	\$ 440
<b>3. Construction Support</b>	<b>1</b>	<b>3</b>	<b>0</b>	<b>8.5</b>	<b>0.4</b>	<b>12.9</b>	<b>\$ 1,559</b>
3.1. Answer RFI's, review submittals, structural observation	1	3	0	5.5	0.4	9.9	\$ 1,229
3.3. Site Visit During Construction	0	0	0	3	0	3	\$ 330

	Principal	Senior Associate or Designer	Project Manager	Staff Designer	Admin or Drafter	GRAND TOTAL
TOTAL HOURS	3.5	9.5	0	44	1	58
RATE	\$170	\$140	\$125	\$110	\$85	--
COST PER PERSON	\$ 595	\$ 1,330	\$ -	\$ 4,840	\$ 85	\$ 6,850

PSE SCOPE/FEE (TASK 0-4) \$ 6,850 (for hours billed Task 0-3)  
MILEAGE (TASK 0-3) \$ 68 (travel for two site visits)  
TOTAL CONTRACT VALUE \$ 6,918 Anticipated Total Contract Value



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

**Subject:** Public hearing and second reading of ordinance amending the 2014 budget

**Dept. Origin:** Finance

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

**For Agenda of:** December 8, 2014

**Proposed Council Action:**  
Adopt ordinance amending the 2014 budget

**Exhibits:** Ordinance

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

Initial & Date  
*JG 12-27-14*  
*KW 12/2/14*  
 e-mail  
*11-26-14*

Expenditure Required	Amount	Budgeted	0	Appropriation Required	See below
See below					

**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:

	<b>Original Budget</b>	<b>Amended Budget</b>	<b>Increase/ (Decrease)</b>
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.

**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:

<b>Fund/Department</b>	<b>Original Appropriation</b>	<b>Amended Appropriation</b>
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:** Third reading - 2015-2016 biennial budget ordinance

**Proposed Council Action:** Adopt 2015-2016 budget ordinance.

**Dept. Origin:** Finance

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

**For Agenda of:** December 8, 2014

**Exhibits:** Budget Ordinance

Initial & Date

**Concurred by Mayor:**

**Approved by City Administrator**

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

**Approved by Finance Director:**

*DR 12/2/14*  
*RW 12/2/14*  
*DR 12/2/14*

Expenditure	Amount	Appropriation
Required \$103,283,395	Budgeted 0	Required \$103,283,395

**INFORMATION / BACKGROUND**

The total city biennial budget, which includes all funds, is \$103,283,395. Total budgeted revenues for the 2015-2016 biennium are \$57.4 million, budgeted beginning fund balances total \$23.0 million and interfund transfers are \$22.9 million. Total budgeted expenditures, less internal transfers, are \$67.5 million and budgeted ending fund balances total \$12.9 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 \$103,283,395. If 2013 and 2014 actuals were combined, this is an \$8.0 million increase. The table below shows the changes from the current period.

USES	2013-14	2015-16	Change	% Change
Salaries	13,608,009	15,166,984	1,558,975	11%
Benefits	5,788,409	6,927,269	1,138,860	20%
Supplies	2,144,834	2,441,174	296,340	14%
Services	7,883,984	9,059,240	1,175,256	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	22,887,545	5,887,946	35%
Ending Balance	22,960,519	12,871,872	(10,088,647)	-44%
Total Uses	95,279,120	103,283,395	8,004,275	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)
- Hire a Police Officer
- Hire a Parks Manager mid-year 2015, if revenues are growing sufficiently to support this position

**BOARD OR COMMITTEE RECOMMENDATION**

The following changes were made as a result of the first and second readings:

- The reclassification of the Human Resources Analyst to Human Resources Manager is removed from the budget.
- A total of \$40,000 and \$20,000 will be transferred into the Strategic and Equipment Reserve funds in the 2015-2016 biennium.
- A transfer of \$20,000 from the General fund to the Public Arts Capital fund is included in the budget.

**RECOMMENDATION / MOTION**

Adopt the 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	<b>GENERAL GOVERNMENT</b>	
01	Non-Departmental	\$6,884,810
02	Legislative	133,514
03	Municipal Court	846,200
04	Administrative / Financial / Legal	3,030,100
06	Police	6,899,002
14	Building & Fire Safety	1,208,860
14	Planning	2,058,000
15	Park Operating	1,883,600
16	Buildings	916,163
19	Ending Fund Balance	1,138,136
<b>TOTAL GENERAL FUND - 001</b>		<b>\$24,998,385</b>
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	577,988
112	EQUIPMENT REPLACEMENT RESERVE	221,302
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
<b>TOTAL ALL FUNDS</b>		<b>\$103,283,395</b>



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 8th day of December, 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: 12/08/14  
PUBLISHED: 12/10/14  
EFFECTIVE DATE: 12/15/14  
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
City Engineer	7,234	9,043
Information Systems Manager	7,234	9,043
Planning Director	7,234	9,043
Building & Fire Safety Director	7,176	8,970
Senior Engineer	6,767	8,458
Police Sergeant	7,181	8,218
City Clerk	6,504	8,131
Tourism & Communications Director	6,491	8,114
Public Works Superintendent	6,408	8,010
Wastewater Treatment Plant Supervisor	6,408	8,010
Senior Accountant	6,242	7,803
Senior Planner	6,238	7,797
Parks Manager	6,221	7,776
Court Administrator	6,119	7,649
Associate Engineer/Project Engineer	5,951	7,439
Assistant Building Official/Fire Marshall	5,885	7,356
Field Supervisor	5,515	6,893
Construction Supervisor	5,515	6,893
Police Officer	5,227	6,534
Senior WWTP Operator	5,193	6,491
Payroll/Benefits Administrator	5,002	6,252
Human Resources Analyst	4,997	6,246
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
Assistant City Clerk	4,471	5,589
Executive Assistant	4,471	5,589
WWTP Collection System Tech II	4,345	5,431
Maintenance Technician	3,491	5,431
Assistant Planner	4,331	5,414
Permit Coordinator	4,331	5,414
Community Services Officer	4,293	5,367
Building Assistant	4,107	5,134
Planning Assistant	4,107	5,134
Public Works Assistant	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
Public Works Clerk	3,489	4,361
Planning/Building Clerk	3,489	4,361



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

**Subject:** 2015 Planning Commission Work Program

**Proposed Council Action:** Consider the recommendations of the Planning and Building Committee and Planning Commission and approve a Planning Commission 2015 work program.

**Dept. Origin:** Planning

**Prepared by:** Jennifer Kester  
Planning Director *JK*

**For Agenda of:** December 8, 2014

**Exhibits:** Planning's Multi-year Long Range Work Program

Initial & Date

**Concurred by Mayor:** *Si 12/2/14*

**Approved by City Administrator:** *RW 12/1/14*

**Approved as to form by City Atty:** *email 1/30/14*

**Approved by Finance Director:** *N/A*

**Approved by Department Head:** *JK 12/1/14*

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

Attached for Council review is the 2015 Planning Department's long-range work program which includes the Planning Commission's 2015 work program.

The Planning Commission will finish their review of the Waterfront Millville Restaurant 2 and 3 private-party amendment at their December 18<sup>th</sup>, 2014 meeting. The City Council will then begin review in early 2015.

In 2015, there are some topics that the Planning Commission must review due to deadlines previously established:

January to March: **Gig Harbor 2030 Comprehensive Plan Amendments.** Ordinance must be adopted by City Council by end of June 2015.

April: **Food Truck Regulations.** The interim ordinance requires a public hearing before the Commission by the end of April 2015. A final recommendation is due to the Council in May. The interim regulations expire on July 7, 2015.

May and June: **Marijuana Regulations.** The moratorium requires the Planning Commission begin review on May 7<sup>th</sup>, 2015 and conclude review by the end of June 2015. The moratorium expires on October 6<sup>th</sup>, 2015.

Late 2015 or Early 2016: **Low Impact Development Standards.** Timing will depend on when the Public Works Consultant is hired in 2015. Standards must be adopted by the end of 2016.

Due to these requirements, the purpose of this work program is to set the order of topic review for the last six months of 2015. As always, if an issue surfaces or a private-party application is received in 2015, the work program can be revisited.

**COMMITTEE/COMMISSION RECOMMENDATIONS**

The Planning and Building Committee recommended the following order of amendments for Planning Commission review starting in July 2015.

1. **Cottage Housing** – This item has been pending Planning Commission review since 2009.
2. **Harbor Element Implementation, Phase 1** – Review zoning district boundary locations and uses allowed in the affected zones.
3. **Mixed Use District Overlay Removal** – After a 2009 Planning Commission/City Council joint meeting, this amendment was to be revisited by the Commission. The SMP update, downtown amendments, and Gig Harbor 2030 were prioritized above this issue.

The Planning Commission will be reviewing this work program at their Thursday, December 4<sup>th</sup> meeting. A verbal presentation of their recommendation will be provided at the Council meeting.

**FISCAL CONSIDERATION**

None.

**RECOMMENDATION / MOTION**

Consider the recommendation of the Planning and Building Committee and Planning Commission and approve a Planning Commission 2015 work program.

**Planning's Multi-year Long Range Work Program - Council Review 12/8/14**

Priority	Text Amendment	Staff Assigned	Committee or Budget	When	Notes
<b>Projects Completed in 2014</b>					
	Waterfront Millville Residential Setbacks/Height Regulations	Jennifer	Full Council	2/10/14	Passage of Ord No 1284
	Interim Regulations Regarding Separation of Marijuana Related Retail	Lindsey	Full Council	2/24/14	Passage of Ord No. 1285
	Six-month Moratorium on Marijuana Related Uses	Lindsey	Full Council	4/14/14	Passage of Ord No. 1290
	DNR Annexation of the Bay	Lindsey	Full Council	5/12/14	Passage of Ord No. 1293
	Interim Food Trucks	Lindsey	Full Council	6/23/14	Passage of Ord No. 1295
	Adoption of Harbor Element	Lindsey	Full Council	6/23/14	Passage of Ord No. 1297
	12 Month Moratorium on Marijuana Related Uses.	Lindsey	Full Council	9/22/14	Passage of Ord No. 1301
	Downtown Railing Standards	Peter	Full Council	10/13/14	Passage of Ord No. 1302
	Performance Based Height Exceptions - Theaters	Jennifer	Full Council	11/24/2014	Passage of Ord No. 1305
	Housekeeping Amendments	Jennifer	PBC/Full Council	12/8/14	Expecting ordinance passage on 12/8/14
<b>Planning Commission Review in late 2014</b>					
1	Waterfront Millville - Private Code Amendment relating to Restaurants 2&3	Jennifer	PBC/PC/Full Council	2014	PC review: November/December
<b>City Council Review in 2015</b>					
1	Trees, Landscaping and Vegetation Code Amendments	Lindsey/Jennifer	Full Council	2015	To be updated based on joint meeting on 10/6/14
2	Waterfront Millville - Private Code Amendment relating to Restaurants 2&3	Jennifer/Lindsey	PBC/PC/Full Council	2015	Private code amendment request
3	Area-Wide Rezone - City Owned Parcels	Christian/Lindsey	PBC/PC/Full Council	2015	Currently inconsistent with land use and zoning
4	Gig Harbor 2030 - Full Package with Consistency Code Amendments	Lindsey	PBC/PC/Full Council	2015	Adoption required by June 30, 2014
5	Food Trucks Ordinance	Lindsey	PBC/PC/Full Council	2015	Consideration of permanent regulations - CC adoption prior to July
6	Marijuana Related Uses	Lindsey	Full Council	2015	Based upon Ord 1301 - Outcome from PC review
<b>Planning Commission Review in 2015 and future</b>					
Required	Gig Harbor 2030 - Final Tasks with Consistency Code Amendments	Lindsey	PBC/PC/Full Council	2014-2015	State Mandated
Required	Transportation Element	Lindsey/Engineering	PC/Full Council	2015	Part of 2015 Major Update Review
Required	Capital Facilities Policies	Lindsey/Engineering	PC/Full Council	2015	Part of 2015 Major Update Review
Required	Utilities Element	Lindsey/Engineering	PC/Full Council	2015	Part of 2015 Major Update Review
Required	Code Consistency Amendments	Lindsey	PC/Full Council	2015	Part of 2015 Major Update Review
Required	Vision 2040 Requirements	Lindsey	PC/Full Council	2015	Part of 2015 Major Update Review
Required	County Wide Planning Policies consistency	Lindsey	PC/Full Council	2015	Part of 2015 Major Update Review
Required	Food Trucks Ordinance	Lindsey	PC/Full Council	2015	Permanent regulations - PC review complete by early May
Required	Marijuana Related Uses	Lindsey	PC/Full Council	2015	Based upon Ord 1301 work program - 4 meetings - May/June
Required	Low Impact Development Implementation (NPDES Requirements)	Planning Staff	PBC/PC/Full Council	2016	Due in late 2016. PC may review late 2015
1	Cottage Housing	Lindsey	Planning Comm.		Subcommittee developed model ordinance
2	Initial code amendments relating to Harbor Element (uses and zone boundaries)	Lindsey	PBC/PC/Full Council		1st phase of implementing Harbor Element
3	Mixed Use District Overlay Removal	Lindsey	PBC/PC/Full Council		
	Economic Development Element Update - Annual Comp Plan Process	Planning Staff	Planning Comm.		To be included in 2016 Comprehensive Plan Docket
	Parking Regulation Review	Planning Staff	Planning Comm.		Recommend holistic look at parking reqs.
	Design and Height Standards for Industrial Uses	Planning Staff	Ping & Bldg		
	Residential Plat Layout and FARs for small lots	Jennifer	Planning Comm.		Based on DRBs recommendation and FARs for lots less than 7,200sf
	RB-2 Density Bonus Process	Planning Staff	Ping & Bldg		
<b>Ongoing Long Range Work Program of Planning Department</b>					
	Pierce County Joint Planning Agreement	Jennifer/Lindsey	PBC/Planning Comm.	2015	County is currently working on first draft
	Buildable Lands Reporting	Lindsey		2015	Annual reporting
	Growth Management Coordinating Committee	Lindsey		2015	Ongoing participation
	Coastal Training Program Washington Advisory Group	Peter		2015	Ongoing participation
	West Sound Local Integrating Organization	Peter		2015	Ongoing participation





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

**Subject:** Resolution and Lease Agreement  
– Chambers Sound System Upgrade

**Proposed Council Actions:**

1. Adopt the Resolution for Sole Source Provider; and
2. Authorize the Mayor to sign a four year Lease Agreement with AVCA Hardware.

**Dept. Origin:** Court / Administration

**Prepared by:** Stacy Colberg / Molly Towslee *STC*

**For Agenda of:** Dec. 8, 2014

**Exhibits:** Resolution & Contract  
Initial & Date

**Concurred by Mayor:** *F. J. [Signature] 12/3/14*

**Approved by City Administrator:** *RW 12/3/14*

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

**Approved by Finance Director:** *for [Signature] 12.3.14*

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

Expenditure Required	Amount Budgeted See fiscal Consideration below	Appropriation Required	N/A
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**INFORMATION / BACKGROUND**

The CourtSmart system for recording Municipal Court proceedings has become problematic. Staff in both Court and Administration has been exploring alternatives for a recording system for all our meetings and agendas. In addition, the sound system in the Council Chambers was failing, and staff was tasked with finding solutions.

AV Capture All is a system that came highly recommended by other Municipal Courts and City Clerks who use it as an affordable internet-based alternative to digital recording. With this system the city is able to post dockets and agendas, proceeding and meeting recordings, and the final, linked minutes for public access. All this data is stored in the cloud, saving valuable server space and meeting our public records retention requirements.

When the installation of the software began, it became clear that the inadequate sound system in the council chambers would not allow the software to function properly. Improvements to the sound system were already a Council priority; therefore the sound system was also upgraded.

The software license agreement did not include the hardware required to upgrade the sound system. What you have before you is a resolution naming AVCA Hardware as the company with the only expertise to upgrade the sound system and support the recording software.

Also attached is a four-year Lease for the upgrades to the sound system. A large portion of the work was done in order for the recording software to be functional. Left to install is the ADA required Hearing Assistance Devices, slated for next year. During the four-year period, AVCA Hardware will support any needs that arise with the sound system. At the end of the

agreement, the city will have the option to purchase the microphones, speakers, and computer hardware equipment at market value, or to continue with a multi-year maintenance agreement and assume ownership of the equipment at no cost.

### **FISCAL CONSIDERATION**

The lease agreement for upgrades to the Chambers sound system is \$20,000 which includes the ADA Hearing Assistance Devices. The agreement is written for four payments of \$5,000 in 2015, 2016, 2017, and 2018.

We have been paying CourtSmart \$5,700 per year for their maintenance contract and so this payment was anticipated in upcoming budgets.

### **BOARD OR COMMITTEE RECOMMENDATION**

N/A

### **RECOMMENDATION / MOTION**

**Move to:** 1) Adopt the Resolution No. 981 authorizing the sole source sound system upgrades; and 2) Authorize the Mayor to sign a four year lease agreement for the sound system upgrades in an amount not to exceed \$20,000.

RESOLUTION NO. 982

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON WAIVING THE REQUIREMENT FOR COMPETITIVE BIDS FOR UPGRADES TO THE CITY COUNCIL CHAMBERS SOUND SYSTEM.

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WHEREAS, the City of Gig Harbor Municipal Court, City Council, and various Committees use the Council Chambers for their proceedings; and

WHEREAS, the sound system in the chambers has been problematic; and

WHEREAS, the City Council directed staff to explore methods to improve the sound system; and

WHEREAS, the Municipal Court and multiple city departments invested in new software for posting dockets, agendas, recordings, and minutes of its proceedings; and

WHEREAS, the inadequate sound system in the Chambers would not allow the software to perform as designed; and

WHEREAS, the company, AVCA Hardware is the only company with the expertise to upgrade the chamber sound system to allow the AV Capture All software to fully function reliably; and

WHEREAS, the upgrades to the sound system are needed to meet ADA requirements and allow the public to hear the proceedings; and

WHEREAS, the City's purchasing policy set forth in Resolution No. 593 authorizes the waiver of competitive bidding in the event the product comes from a sole supplier; Now, therefore,

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

**Section 1.** Waiver of Competitive Bidding. As authorized by Section 2 of Resolution No. 593, competitive bidding is hereby waived for the upgrades to the Council Chambers sound system and naming AVCA Hardware as the sole source of the upgrades.



RESOLVED this 8<sup>th</sup> day of December, 2014

CITY OF GIG HARBOR

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MAYOR, JILL GUERNSEY

ATTEST/AUTHENTICATED:

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CITY CLERK, MOLLY M. TOWSLEE

FILED WITH THE CITY CLERK: 12/05/14  
PASSED BY THE CITY COUNCIL: 12/08/14  
RESOLUTION NO. 982

## AVCA Hardware Agreement to Lease Equipment (with Warranty)

THIS AGREEMENT TO LEASE EQUIPMENT ("Lease") is made and effective December 15, 2014, by and between Applied Technologies NW Inc, a Washington corporation, dba: AVCA Hardware ("Lessor") and the City of Gig Harbor, a Washington municipal corporation ("Lessee"). Lessor and Lessee are collectively referred to as the "Parties."

Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, certain tangible personal property.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the Parties agree as follows:

### **1. Lease.**

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the following described equipment (the "Equipment"): Council/Court Chambers sound recording and reinforcement system, consisting of twelve gooseneck desktop microphones, one 14x8 Digital Signal Processor, assisted listening system, amplifier and recording PC interfaces. Six existing speakers were reconfigured for better sound reinforcement, and their maintenance/repair is included in this agreement.

Display video system (projectors and interconnect) is not included.

### **2. Term.**

The term of this Lease shall commence on January 1, 2015 and shall remain in effect for a period of four years.

### **4. Rent and Deposit.**

A. The annual rent for the Equipment shall be paid in advance in installments of \$5,000.00 each year, beginning on January 10, 2015 and on the tenth day of each succeeding year throughout the term hereof, at AVCA Hardware, or at such other place as Lessor may designate from time to time. Any installment payment not made by the tenth (10th) day of the month shall be considered overdue and Lessor may levy a late payment charge equal to one percent (1%) per month on any overdue amount. Rent for any partial month shall be prorated. Rent shall cover all costs of installation and maintenance of the Equipment.

### **5. Use.**

Lessee shall use the Equipment in a careful and proper manner and shall comply with and conform to all national, state, municipal, police and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the Equipment.

**6. Right to Lease.**

LESSOR WARRANTS THAT LESSOR HAS THE RIGHT TO LEASE THE EQUIPMENT, AS PROVIDED IN THIS LEASE.

**7. Repairs.**

Lessor agrees to keep the Equipment in good repair. In the event any Equipment requires repair, the Lessee shall notify Lessor and Lessor shall commence repair(s) within a reasonable time of no more than one week from its receipt of written notice of any needed repair or performance issue. Notwithstanding any other provision in this Agreement, Lessor shall only be responsible for repairing ordinary wear and tear and any defects in the equipment and its obligation to repair the Equipment does not extend to any damage caused to the Equipment by the City.

**8. Loss and Damage.**

A. Lessee hereby assumes and shall bear the entire risk of loss from damage to the Equipment from any and every cause whatsoever. Damage includes but is not limited to physical abuse, neglect, improper use, and exposure to substances resulting in electrical or physical damage of Equipment. No damage to the Equipment or any part thereof shall impair any obligation of Lessee under this Lease which shall continue in full force and effect through the term of the Lease.

B. In the event of damage to the Equipment, in whole or part, Lessee shall pay to Lessor the replacement cost of the Equipment. For purposes of this provision, "cost" means the expense of replacing the damaged Equipment at retail value for new goods.

**9. Surrender.**

Upon the expiration or earlier termination of this Lease, Lessee shall return the Equipment to Lessor in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted, by delivering the Equipment at Lessee's cost and expense to such place as Lessor shall specify within the city or county in which the same was delivered to Lessee.

**10. Insurance.**

Lessee shall procure and continuously maintain and pay for all risk insurance against loss of and damage to the Equipment for not less than the full replacement value of the Equipment. The insurance shall be in such form and with such company or companies as shall be reasonably acceptable to Lessor, shall provide at least thirty (30) days advance written notice to Lessor of any cancellation, change or modification, and shall provide primary coverage for the protection of Lessee and Lessor without regard to any other coverage carried by Lessee or Lessor protecting against similar risks. Lessee shall provide Lessor with an original policy or certificate evidencing such insurance.

**11. Taxes.**

Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances. Lessee, or Lessor at Lessee's expense, shall report, pay and discharge when due all license and registration fees, assessments, sales, use and property taxes, gross receipts, taxes arising out of receipts from use or operation of the Equipment, and other taxes, fees and governmental charges similar or dissimilar to the foregoing, together with any penalties or interest thereon, imposed by any state, federal or local government or any agency, or department thereof, upon the Equipment or the purchase, use, operation or leasing of the Equipment or otherwise in any manner with respect thereto and whether or not the same shall be assessed against or in the name of Lessor or Lessee. However, Lessee shall not be required to pay or discharge any such tax or assessment so long as it shall, in good faith and by appropriate legal proceedings, contest the validity thereof in any reasonable manner which will not affect or endanger the title and interest of Lessor to the Equipment; provided, Lessee shall reimburse Lessor for any damages or expenses resulting from such failure to pay or discharge.

### **12. Indemnity.**

Lessee shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees and costs, arising out of, connected with, or resulting from Lessee's use of the Equipment, including without limitation the manufacture, selection, delivery, possession, use, operation, or return of the Equipment.

### **13. Default.**

This Lease, in addition to any other remedies which may be pursued in law or in equity, may be terminated by either party upon a material default of any covenant, condition, or term hereof by the other party, which default is not cured within thirty (30) days of receipt of written notice of default.**14. Bankruptcy.**

Neither this Lease nor any interest therein is assignable or transferable by operation of law. If any proceeding under the Bankruptcy Act, as amended, is commenced by or against the Lessee, or if the Lessee is adjudged insolvent, or if Lessee makes any assignment for the benefit of his creditors, or if a writ of attachment or execution is levied on the Equipment and is not released or satisfied within ten (10) days thereafter, or if a receiver is appointed in any proceeding or action to which the Lessee is a party with authority to take possession or control of the Equipment, Lessor shall have and may exercise any one or more of the remedies set forth in Section 14 hereof; and this Lease shall, at the option of the Lessor, without notice, immediately terminate and shall not be treated as an asset of Lessee after the exercise of said option.

### **15. Ownership.**

The Equipment is, and shall at all times be and remain, the sole and exclusive property of Lessor; and the Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this Lease. At the end of the lease term the Lessor shall have the option to purchase the

equipment. If this lease is extended, or replaced with a multi-year maintenance agreement, the purchase cost will be waived, and ownership of the equipment will be transferred to the Lessor free and clear of all liens.

**16. Additional Documents.**

If Lessor shall so request, Lessee shall execute and deliver to Lessor such documents as Lessor shall deem necessary or desirable for purposes of recording or filing to protect the interest of Lessor in the Equipment including, but not limited to a UCC financing statement.

**17. Limitation on Damages.**

Pursuant to the Parties' negotiation, Lessee agrees that, to extent permitted by law, Lessor's liability for breach of this Agreement or any cause of action asserted against it by Lessee shall not exceed the amount paid by Lessee to Lessor pursuant to this Agreement.

**18. Entire Agreement.**

This instrument constitutes the entire agreement between the Parties on the subject matter hereof and it shall not be amended, altered or changed except by a further writing signed by the Parties hereto. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

**19. Notices.**

Service of all notices under this Agreement shall be sufficient if given personally or mailed certified, return receipt requested, postage prepaid, at the address hereinafter set forth, or to such address as such party may provide in writing from time to time.

If to Lessor:

**AVCA Hardware  
19125 Northcreek Parkway, Suite 120  
Bothell, WA 98011**

If to Lessee:

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

**20. Assignment.**

Lessee shall not assign this Lease or its interest in the Equipment without the prior written consent of Lessor.

**21. Headings.**

Headings used in this Lease are provided for convenience only and shall not be used to construe meaning or intent.

**22. Governing Law.**

This Lease shall be construed and enforced according to laws of the State of Washington. Venue for any disputes shall be in Pierce County, Washington.

**LESSOR:**

Signed: 

Print: Jack D. Osborne, President

Date: December 1, 2014

**LESSEE:**

Sign: \_\_\_\_\_

Print: Jill Guernsey, Mayor

Date: \_\_\_\_\_