

City Council Meeting

**January 26, 2015
5:30 p.m.**



AMENDED AGENDA
GIG HARBOR CITY COUNCIL MEETING
Monday, January 26, 2015 – 5:30 p.m.

CALL TO ORDER / ROLL CALL:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of City Council Minutes Jan 12, 2015.
2. Correspondence / Proclamations: Catholic Schools Week Proclamation
3. Liquor License Action: a) Application – Haggen; b) Renewals: El Pueblito Restaurant, Discovery Village, Finholm's Grocery & Deli, 7 Seas Brewing, Gig Harbor Liquor & Wine, Domo Sushi, and Blazing Onion.
4. Receive and File: a) Planning Commission Minutes: June 19, 2014, July 17, 2014, and August 7, 2014; b) Finance Report 4th Quarter 2014.
5. Council Committees.
6. ~~Official Newspaper Award.~~
7. Critical Areas Third Party Review Contract Amendment No. 2 – Grette Associates.
8. Tourism Promotion Activities Contracts: Tacoma Regional Convention Visitors Bureau; Kitsap Convention Bureau, and Tacoma South Sound Sports.
9. 2014 Pavement Maintenance Project - Close-out Change Order.
10. Point Fosdick Sidewalk Project - Close-out Change Order.
11. Storm Module for Cartegraph Asset Management Software – Purchase Authorization.
12. Second Reading of Ordinance No. 1309 – School Impact Fees and Related Housekeeping Items.
13. Approval of Payment of Bills Jan. 26, 2015: Checks #77356 through #77464 in the amount of \$797,731.24.

SPECIAL PRESENTATION: Catholic Schools Week Proclamation – Amy Unruh.

SWEARING IN CEREMONY / INTRODUCTION OF CSO:

1. Swearing in of Officer Jarab Daniel.
2. Introduction of Community Service Officer Adam Blodgett.

RETIREMENT RECOGNITION: Barbara Tilotta and Lita Dawn Stanton
Public Reception at Eddon Boat Shop on Tuesday, Jan. 27th 4:00 – 5:30 p.m.

OLD BUSINESS: None scheduled.

NEW BUSINESS:

1. Public Hearing and First Reading of Ordinance – Area Wide Rezone / Gig Harbor 2030 Update.
2. Official Newspaper Award.

CITY ADMINISTRATOR / STAFF REPORT:

1. Waterfront Millville Restaurants 2 & 3 Amendment Update – Planning Director Jennifer Kester.
2. Lift Station No. 4b Update – Public Works Director Jeff Langhelm.

PUBLIC COMMENT:

MAYOR'S REPORT / COUNCIL COMMENTS:

1. Salmon Hatchlings at Donkey Creek – Councilmember Lovrovich.
2. Seattle Boat Show – Mayor Guernsey.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Public Works Committee – Mon. Feb. 9th at 4:00 p.m.

ADJOURN:



























DRAFT MINUTES
GIG HARBOR CITY COUNCIL MEETING
Monday, January 12, 2015 – 5:30 p.m.

CALL TO ORDER / ROLL CALL:

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



PLEDGE OF ALLEGIANCE:


CONSENT AGENDA:

1. Approval of City Council Minutes Dec. 8, 2014.  
2. Correspondence / Proclamations: a) Anti-Trafficking Proclamation.  
3. Receive and File: a) Parks Commission Minutes October 1, 2014;  
b) Finance and Safety Committee Minutes;   c) Activity Report – Gig Harbor
Canoe and Kayak Racing Team;   d) Design Review Board Minutes Jun –
Nov, 2014;   e) Planning/Building Committee Minutes Nov. 3, 2014.  
4. Dedication of Right-of-Way Agreement and Bill of Sale for Lift Station 21 – Hunt
Skansie Land LLC.  
5. Partial Release and Termination of Easement – Harbor Hill LLC.  
6. Resolution No. 984 Amending Council Committee Meeting Dates and Times.  
7. Amendment No. 4 to Agreement for Environmental Attorney Services – Joyce,
Ziker Parkinson.  
8. Gig Harbor Public Relations Contract 2015 – Carol Zahorsky.  
9. Harbor Hill Drive Extension Design Contract Amendment No. 2 – David Evans
and Associates.  
10. Approval of Payment of Bills Dec. 22, 2014: Checks #77089 through #77213 in
the amount of \$894,073.56.
11. Approval of Payment of Bills Jan. 12, 2015: Checks #77214 through #77355 in
the amount of \$2,021,272.23.
12. Approval of Payroll for the month of December, 2014: Checks #7433 through
#7451 and direct deposits in the amount of \$373,601.22.

MOTION: Move to adopt the Consent Agenda as presented.
Payne / Malich - unanimously approved.


PRESENTATIONS:

1. Anti-trafficking Proclamation - Pierce Co. Coalition Against Human Trafficking.
  Mayor Guernsey introduced the proclamation, and invited Jo Kling to
come forward and accept the proclamation. Ms. Kling, Director of Education for
Champions Foundation presented statistics on human trafficking and the efforts
to fight this problem. She brought materials to help people report suspicious
behavior and activity.
2. Recognition of Sergeant Douglas. Chief Kelly Busey called Sgt. Fred Douglas,
along with his family, to come forward to be recognized for his exemplary
performance in the line of duty. After a brief overview of the recent event in the
Target parking lot, Chief Busey presented Sergeant Douglas with a Department
Accommodation.

3. [National Night Out – National Award 2014.](#)  ⇐ Chief Busey gave a brief overview the very successful National Night Out Against Crime event in August. He recognized the efforts of three people: Diane Bertrum, COPS Volunteer, Debbie Yerry, Police Services Specialist, and Kim Crowder who did the majority of the work to put on this event. He announced that Gig Harbor is now 11th in the Country for this event.

OLD BUSINESS: [None scheduled.](#)

NEW BUSINESS:

1. [Public Hearing and First Reading of Ordinance – School Impact Fees and Related Housekeeping Items.](#)  ⇐ Public Works Director Jeff Langhelm presented the background information for this ordinance that will update the impact fees for schools to match the District's impact fees in Pierce County and to automatically tie future increases to the CPI. He addressed Council questions.

[Mayor Guernsey opened the public hearing at 5:44 p.m.](#) No one came forward to speak and the public record closed. This will return for a second reading on the Consent Agenda at the next meeting.

CITY ADMINISTRATOR / STAFF REPORT:

1. [Update on Waterfront Millville Restaurants.](#) Planning Director Jennifer Kester presented an update on the Planning Commission's decision to revisit their December 18th vote for a recommendation to council on the private party text amendment. Due to unexpected absences, only three of the six voting members were in attendance; subsequently they have requested that the next meeting be noticed with the intent to rescind their action to allow the opportunity to further deliberate with more Planning Commission members.

[Councilmember Payne voiced](#) concern that the vote took place and said he is glad that they have decided to deliberate again as a whole.

[Councilmember Malich asked](#) for clarification of what would occur on the 15th and when this might potentially be before City Council. Ms. Kester gave a brief overview and said they anticipate this will be before Council in February.

[Mayor Guernsey added](#) that it's good that all Planning Commission members participate on these important decisions.

2. [Boat Show Update.](#) City Administrator Ron Williams announced the upcoming Jan 23rd through Feb 1st. He thanked Tourism / Communications Director Karen Scott for putting up the display and shared an overview of the upcoming event and participation by the local businesses and volunteers. Mayor Guernsey added that this is a great opportunity to share what we have here in Gig Harbor and to gather information.

3. [Ancich Netshed Grant Update.](#) Administrator Williams gave an update on the efforts to garner support for the upgrades to the Ancich Netshed from the Washington State Heritage Capital Projects Fund. Gig Harbor came in 12 out of 31 projects, but funding was limited to the first eleven projects. He encouraged the Council and public to get involved by lobbying the legislators to include our project this coming year.

PUBLIC COMMENT: No one signed up or came forward to speak.

MAYOR'S REPORT / COUNCIL COMMENTS:

[Mayor Guernsey](#) announced the Planning Commission meeting this Thursday the 15th at 5:00 p.m. in the community rooms.

[Councilmember Lovrovich said](#) that the Gig Harbor Commercial Fishermen's Club volunteers planted one million salmon eggs in Donkey Creek last Friday and they are already starting to hatch. She is going to put together a PowerPoint presentation for the next council meeting.

[Councilmember Malich asked](#) to see a copy of the survey about the boat show when completed and perhaps to share it with other boaters.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Lodging Tax Advisory Committee: Tue. Jan 13th at 7:30 am
2. Lift Station 4 Open House: Wed. Jan 14th 4:00 – 6:00 pm
3. Civic Center closed Monday, January 19th for Martin Luther King Day.
4. Boards and Candidate Review: Tue. Jan 20th at 4:00 p.m. (special date due to Holiday.
5. Intergovernmental Affairs: Mon. Jan 26th at 4:00 p.m.

ADJOURNED AT 5:58 pm:

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, with the theme “Communities of Faith, Knowledge and Service: In Our Nation”, Catholic schools in Washington and across the nation are celebrating National Catholic Schools Week from Sunday, January 25, through Saturday, January 31, 2015; and

WHEREAS, the Catholic schools in the state of Washington have educated many students in preparation for their responsibilities as residents of this state and members of society; and

WHEREAS, the Catholic schools in the state of Washington currently provide students with an education that emphasizes the formation of moral values and commitment to community service;

NOW, THEREFORE, BE IT RESOLVED THAT I, Jill Guernsey, Mayor of the City of Gig Harbor, hereby declare the week of January 25 through January 31, 2015 as

NATIONAL CATHOLIC SCHOOLS WEEK

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 26th day of January, 2015.

Jill Guernsey, Mayor

Date



NOTICE OF LIQUOR LICENSE APPLICATION

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

TO: MOLLY TOWSLEE, CITY CLERK
RE: NEW APPLICATION

DATE: 1/06/15

UBI: 603-459-924-001-0016

License: 360178 - 1U County: 27
Tradename: HAGGEN
Loc Addr: 4831 POINT FOSDICK DR NW
GIG HARBOR WA 98335-1732

Mail Addr: 2211 RIMLAND DR
BELLINGHAM WA 98226-5662

Phone No.: 503-778-5469 ALYSSA MCTIMPENY

APPLICANTS:
HAGGEN OPCO NORTH, LLC
ANDERSON, DERRICK WILLIAM
1966-12-13
ANDERSON, TRACY LYNN
(Spouse) 1964-07-15
BARNETT, BLAKE
1963-09-03
DOUGLIS, NATALIE
(Spouse) 1964-02-04
CLOUGHER, JOHN DANIEL
1966-01-29
CLOUGHER, KATHLEEN
(Spouse) 1964-06-01

Privileges Applied For:
DIRECT SHIPMENT RECEIVER-IN/OUT WA
SPIRITS SAMPLING
GROCERY STORE - BEER/WINE
SPIRITS RETAILER
WINE RETAILER RESELLER
BEER AND WINE TASTING

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

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

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

C091080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 01/08/2015

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 20150430

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. LA FAMILIA LOPEZ, INC.	EL PUEBLITO FAMILY MEXICAN RESTAURANT 3226 HARBORVIEW DR STE 7 GIG HARBOR WA 98332 2182	358890	SPIRITS/BR/WN REST LOUNGE +
2. DISCOVERY VILLAGE, LLC	DISCOVERY VILLAGE 4835 BORGES BLVD # 1 GIG HARBOR WA 98332 8702	409218	BEER/WINE REST - BEER/WINE
3. UPRISE CORPORATION	FINHOLM'S GROCERY & DELI 8812 N HARBORVIEW DR GIG HARBOR WA 98335 0000	351392	BEER/WINE REST - BEER/WINE OFF PREMISES
4. 7 SEAS BREWING LLC	7 SEAS BREWING 3006 JUDSON ST GIG HARBOR WA 98335 1226	408765	MICROBREWERY
5. PREMIUM RETAIL GROUP, LLC	GIG HARBOR LIQUOR & WINE 4814 PT FOSDICK DR NW GIG HARBOR WA 98335 1711	409664	SLS SPIRITS RETAILER
6. SHIN & LEE LLC	DOMO SUSHI 4901 POINT FOSDICK DR NW B-100 GIG HARBOR WA 98335 1841	411737	BEER/WINE REST - BEER/WINE
7. D & L JONES, INC.	BLAZING ONION, BEER, WINE, AND SPIRITS 4701 POINT FOSDICK DR NW GIG HARBOR WA 98335 2319	405241	SPIRITS/BR/WN REST LOUNGE +



Planning Department

<u>MEETING TYPE</u>	Planning Commission
<u>MEETING DATE</u>	June 19th, 2014
<u>STAFF</u>	Jennifer Kester, Lindsey Sehmel, Diane McBane
<u>PRESENT</u>	Jim Pasin, Harris Atkins, Pamela Peterson, Craig Baldwin, Rick Gagliano, Bill Coughlin
<u>START TIME</u>	5:00 p.m.

Work Study

1. **Gig Harbor 2030 – Land Use Element:** Continued discussion of proposed updates to the Land Use Element which include:

Land-Use and Zoning chart and map exercise

Discussion: How to address inconsistencies between land use designations and zoning. Do we rezone within the 2030 update or at a later date?

Decision: Purdy UGA – Zone at annexation
 City owned parcels – Rezone to Public Institutional
 Privately owned parcels – Property owners will need to apply for rezones, except for the orthopedic guild property needs to be changed from public institutional land use to commercial/business prior to them being able to rezone. Change the title of the residential high land use designation to residential/business transition or something similar in order to more accurately depict the intent of the designation.

Centers of Local Importance. Updated maps and language since 6/5/14.

Discussion: Updated language in land use element and the boundaries of each center.

Decision: Downtown – Leave as is.
 Kimball – Remove Grandview Forest Park.
 Add property at 38th Ave. between the interchange and Tacoma Community College
 Westside – Keep as is.

Gig Harbor North – Keep the interchange
Remove single family at the northern edge north of the
apartments.

Discussion: Should we include the head of the bay as a Center of Local Importance.

Decision: Add Head of the Bay Center of Local Importance for the open house and solicit public input.

- Annexation phasing. Discussion was held on the updated location descriptions since 6/5/14
- New goal and policies for addressing physical activity.

Discussion: Goal 2.9

Decision: Add waterways to 2.9.3 or as a new policy.
Add parks to 2.9.6
Remove 1st sentence in 2.9.1
Rewrite the introduction as the word “activity” is used 3 times.

2. Gig Harbor 2030 – Housing Element: Discussion of proposed updates to the Land Use Element which include:

- Housing and Population updates

Decision: Fix language in housing, occupation and tenure introduction.
Add new policy 5.4.3
Increase table 2 beyond 75k income level
Fix reference to 2012 US Census
Remove all the interest rate details on page 5-10.

- New goal for installation of solar panels on single family homes.

Decision: Put goal for solar panels within the Design Element.

- Affordable Housing updates including recommendations from Habitat for Humanity since the June 5th meeting.

Decision: Add zoning mechanisms for affordable housing to goal 5.8

Further discussion on the housing element will be held at the next meeting.

3. **Discussion of officers for the Commission** – Officers will be voted on at the next meeting with the new member present.
4. **Trees and Landscaping amendment recommendation** – This item was not discussed as the draft language had not been completed.

Adjournment:

Motion: Move to adjourn at 7:22 p.m. Pasin/Coughlin – Motion carried.



Planning Department

<u>MEETING TYPE</u>	Planning Commission
<u>MEETING DATE</u>	7/17/14
<u>SCRIBE</u>	Meagan Fabiani
<u>PRESENT</u>	Jim Pasin, Craig Baldwin, Rick Gagliano, Pamela Peterson, Bill Coughlin, Reid Ekberg, Spencer Hutchins, Staff Jennifer Kester, Lindsey Sehmel, Intern Christian Shope
<u>START TIME</u>	5:04 PM
<u>ADJOURN</u>	7:10 PM

Agenda topics

<u>DISCUSSION</u>	Approval of meeting minutes requested for March 20 th , April 17 th , May 1 st , May 29 th and June 5 th , 2014.
	New PC member Spencer Hutchins is introduced.
<u>DIRECTION</u>	
	PC member Coughlin moves to approve minutes for March 20 th , member Baldwin seconds, minutes approved.
	PC member Gagliano moves to approve minutes for April 17 th , member Peterson seconds, minutes approved.
	PC member Gagliano moves to approve minutes for May 1 st , member Peterson seconds, minutes approved.
	PC member Coughlin moves to approve minutes for May 29 th , member Ekberg seconds, minutes approved.
	PC member Gagliano moves to approve minutes for June 5 th , member Coughlin seconds, minutes approved.

<u>DISCUSSION</u>	Item 1: Appointment of Officers for Planning Commission
	New Chair and Vice Chair appointments need to be made for remainder of year.
	PC member Gagliano nominates former Vice Chair Pasin for Chair, member Coughlin seconds.
	PC member Gagliano nominates member Ekberg for Vice Chair, member Baldwin seconds.
	PC member Peterson nominates member Coughlin for Vice Chair. No second, motion failed.
<u>DIRECTION</u>	
	Former Vice Chair Pasin is unanimously appointed as new Chairperson.
	PC members Gagliano, Baldwin and Ekberg vote in favor of Ekberg for vice-chair, Ekberg appointed by a Vote of 3 to 2. PC member Hutchins abstains from voting.

DISCUSSION	Item 2: Discussion of August 7 th Open House and Public Hearing to follow
	Ms. Sehmel presents plans for August 7 th Open House & Public Hearing for presentation of Land Use and Housing Elements. Ms. Sehmel requests direction on location of Open House and Public Hearing. Main stations for Open House presented as Centers of Local Importance (CoLI's), City-wide land use amendments and area-wide rezone of the 7 City owned parcels. These include the Civic Center and the four parcels associated with it, Skansie Avenue water tower and Crescent Creek Park. Two Public Hearings will be held on August 7 th , one on housing and land use and one on the rezone. Intern Christian Shope explains proposed presentations of stations for the Open House.
DIRECTION	
	PC directs staff to hold the August 7 th Open House and Public Hearing in the Council Chambers. When presenting the CoLI's at the Open House, PC requests that staff explain to the public how the designation will affect property owners in those areas. Staff will provide a memo and a PowerPoint presentation explaining the full spectrum of amendments to attendee's prior to the Open House. General notice email list and Gig Harbor 2030 email list will be used to notify the public of the Open House and Public Hearing. Direct-mail notice will be sent to property owners in the CoLI's and rezone areas by July 30 th .

DISCUSSION	Item 3: Gig Harbor 2030-Land Use Element
	Ms. Sehmel presents new language to the Land Use designation portion of element to be reviewed in regards to the residential high transition, amended residential low/medium and new Land Use designation of Downtown business.
DIRECTION	
	PC directed staff to:
	<ul style="list-style-type: none"> Amend description of Downtown Business on page 2-10, letter f.) to read: "Provides a broad range of goods and services while maintaining the traditional scale and character of Downtown Gig Harbor. The moderate commercial intensity in downtown is and should be compatible with nearby single family residential and should provide for services identified in the adopted Harbor Element."
	<ul style="list-style-type: none"> On page 2-6, Policy 2.1.7 "Centers of Local Importance", strike the 3rd sentence from the Paragraph.
	<ul style="list-style-type: none"> Page 2-7, description of the Finholm District should be re-worded to be clear that it is bordered on 3 sides by single family residential and on 1 side by a water body.
	<ul style="list-style-type: none"> Page 2-8, Policy 2.2.3 General Land Use Categories a.) Residential Low: add and re-word some language about natural buffers and site design, specifically in regards to the aspect of natural drainage ways.

<ul style="list-style-type: none"> Page 2-18, Goal 2.9: amend the last sentence to read “These approaches should be utilized in conjunction to provide a framework for places that provide enjoyable, accessible opportunities which support physical day to day activity.”
<ul style="list-style-type: none"> Policy 2.9.3: amend to read: “Coordinate non-motorized improvements to promote continuous trails.”
<p>The materials for the Open House will reflect today’s amendments. Staff to work on presentation questions To identify what uses a CoLI can provide for Gig Harbor other than transportation dollars.</p>

DISCUSSION	Item 4: Gig Harbor 2030 Housing Element
Ms. Sehmel presents changes to Chapter 5 Housing Element that address language and table updates.	
<ul style="list-style-type: none"> Language and table updates on pages 5-5 and 5-10 of draft element. Affordable Housing updates including recommendations from Habitat for Humanity since the June 5th meeting. 	
DIRECTION	
PC directed staff to: Strike the Housing Occupancy & Tenure paragraph on page 5-5. Add a	
<ul style="list-style-type: none"> Strike the housing occupancy & enure paragraph on page 5-5. Add a footnote under Housing Affordability Income Characteristics Table 2 that states “According to 2010 census data, the vacancy rate in the city is about 12.7%. Update table 3 to reflect table 2 On page 5-8, Policy 5.5.4, change the headline to “Allow the transfer of City owned property for Affordable housing needs” and the description to “Appropriate properties owned by the City of Gig Harbor should be considered to address affordable housing needs.” Page 5-12, Policy 5.6.6 a.) change tax “breaks” to tax “relief”. Page 5-13, Policy 5.7.2 : Staff to research the background of this goal and how it impacts the Design Review Manual. 	
Motion to adjourn by PC member Peterson, second by Vice Chair Ekberg, meeting adjourned.	

**Minutes
City of Gig Harbor Planning Commission
Open House & Public Hearing
Gig Harbor Civic Center
Thursday, August 7, 2014**

5:00 p.m. - Call to order, roll call

Commissioners Present: Rick Gagliano, Bill Coughlin, Jim Pasin, Reid Ekberg, Craig Baldwin and Spencer Hutchins

Staff Present: Jennifer Kester, Lindsey Sehmel, Christian Shope, Diane McBane

5:00 p.m. – Staff Presentation

1. **Land Use and Housing Element Updates** – Senior Planner Lindsey Sehmel presented the detailed changes to the Land Use and Housing Element of the Comprehensive Plan in response to requirements from the Growth Management Act.
2. **City Rezone** – Planning Intern Christian Shope presented the findings and proposal to rezone seven parcels of City-owned property for consistency with existing land use.

5:30 p.m. – Open House – There were map and visual displays for the public to study and an opportunity for the citizens to ask Commissioners and Staff questions.

6:00 p.m. - Public Hearing

Public Hearing on Land Use and Housing Element

Jeni Woock, 3412 Lewis St., Gig Harbor – Ms. Woock stated that she had submitted written comments and asked that the commission consider eliminating the density requirements that ruin neighborhoods. She asked for a process that is easy to understand and predictable and stated that citizens want to know who will be developing, how many and how close.

Charlotte Gerlof, 7712 73rd St NW, Gig Harbor

Ms. Gerlof encouraged the Planning Commission to keep the flavor of our town as these higher density buildings will change our downtown.

Rob Wenman, 8416 131st St NW, Gig Harbor

Mr. Wenman wondered why there hadn't been a presentation. Chairman Pasin informed him that there had been a 30-40 minute presentation prior to the public hearing. Mr. Wenman asked the commission to stay focused on the character of Gig Harbor. He felt that there was plenty of economic development. Mr. Wenman emphasized the need to accommodate the fishing heritage and the working waterfront. He talked about the need for parking and to protect public spaces. He stated that he wasn't sure how centers of local importance relate to transportation improvements. He stated that there are areas away from the waterfront that are more appropriate for economic development.

Mr. Pasin closed the public hearing at 6:10 p.m.

Public Hearing on City Rezone

Mr. Pasin opened the public hearing at 6:11 p.m. There being no public comments the public hearing was closed at 6:12 p.m.

Deliberation

Staff noted that there are no proposed changes to the waterfront land use designation or it's densities.

Discussion was held on the airport designation and it's impact on the City of Gig Harbor.

MOTION: Move to accept the proposed Housing Element language. Ekberg/Baldwin. The motion passed with Commissioners Coughlin and Gagliano opposed.

MOTION: Move to accept the proposed Land Use Element language. Ekberg/Gagliano – Motion passed unanimously.

MOTION: Move to accept the City Owned Property Rezone proposal - Gagliano/Coughlin – Motion passed unanimously.


Other Business

Discussion of upcoming meetings – August 21, 2014
The September 4th meeting is cancelled.

Adjournment

MOTION: Move to adjourn at 6:22 p.m. Gagliano/Coughlin – Motion passed



To: Mayor Guernsey and City Council
From: David Rodenbach, Finance Director 
Date: January 26, 2015
Subject: Fourth Quarter Financial Report

The quarterly financial reports for the fourth quarter of 2014 are attached.

Total resources; including all revenues and beginning cash balances, finished at 75 percent of the annual budget. Total revenues (across all funds) came in at 98 percent of budget.

General fund resources came in at 90 percent of total resources budgeted. General Fund revenues at year-end came in three percent (\$567,000), or five percent over budget. This was partially offset because the actual beginning fund balance came in \$260,000 short of the amount budgeted. Taxes exceeded budget by one percent or \$132,000. Sales taxes came in about three percent over budget by \$170,000, while utilities taxes fell short of budget by \$189,000. Permit revenues exceeded the 2014 budget by 49 percent or \$423,000.

General fund expenditures finished the year at 95 percent of budget. All general fund departments are within budget at year end.

Water, Sewer and Storm Sewer revenues are 104 percent, 103 percent and 94 percent of budget; while expenditures for these three funds are at 69 percent, 85 percent and 70 percent of budget.

Cash balances are adequate in all funds. 2014 year-end total cash and investment balance across all funds is \$22.8 million.

CITY OF GIG HARBOR
CASH AND INVESTMENTS
YEAR TO DATE ACTIVITY
AS OF DECEMBER 31, 2014

FUND NO.	DESCRIPTION	BEGINNING BALANCE	REVENUES	EXPENDITURES	OTHER CHANGES	ENDING BALANCE
001	GENERAL GOVERNMENT	\$ 1,789,770	\$ 11,279,973	\$ 11,105,512	\$ (162,729)	\$ 1,801,502
101	STREET FUND	326,092	1,910,554	1,854,906	(40,977)	340,763
102	STREET CAPITAL FUND	494,120	1,491,928	1,079,604	(245,678)	660,765
105	DRUG INVESTIGATION FUND	8,028	157	-	-	8,185
106	DRUG INVESTIGATION FUND	21,534	18	1,758	-	19,794
107	HOTEL-MOTEL FUND	137,302	313,807	230,381	(3,711)	217,017
108	PUBLIC ART CAPITAL PROJECTS	92,195	74	23,863	-	68,405
109	PARK DEVELOPMENT FUND	634,829	4,033,492	2,933,665	(486,975)	1,247,681
110	CIVIC CENTER DEBT RESERVE	1,234,400	68,578	-	-	1,302,979
111	STRATEGIC RESERVE FUND	860,605	80,431	403,000	-	538,036
112	EQUIPMENT RESERVE FUND	150,431	50,184	-	-	200,614
113	CONTRIBUTIONS/DONATIONS	-	4,550	4,550	-	0
208	LTGO BOND REDEMPTION	3,989	1,212,517	1,197,861	-	18,644
211	UTGO BOND REDEMPTION	175,879	248,252	266,368	-	157,763
301	PROPERTY ACQUISITION FUND	364,146	271,895	313,700	-	322,341
305	GENERAL GOVT CAPITAL IMPR	307,295	267,222	313,700	-	260,817
309	IMPACT FEE TRUST	1,067,647	418,730	586,000	(50,040)	850,337
310	HOSPITAL BENEFIT ZONE	2,861,804	2,085,503	2,343,117	-	2,604,190
401	WATER OPERATING	481,527	1,547,679	1,264,647	(28,171)	736,388
402	SEWER OPERATING	1,021,941	3,978,533	3,676,781	(94,729)	1,228,964
403	SHORECREST RESERVE FUND	82,676	16,592	8,976	562	90,854
407	UTILITY RESERVE	1,374,163	11,346	303	(25)	1,385,181
408	UTILITY BOND REDEMPTION	2,954	1,938,346	1,938,705	-	2,595
410	SEWER CAPITAL CONSTRUCTION	6,100,924	2,394,701	2,109,627	(73,439)	6,312,559
411	STORM SEWER OPERATING FUND	417,393	920,411	581,741	(8,806)	747,257
412	STORM SEWER CAPITAL	174,964	280,962	209,317	(134,399)	112,210
420	WATER CAPITAL ASSETS	2,191	2,228,250	624,067	(32,160)	1,574,215
605	LIGHTHOUSE MAINTENANCE TRUST	1,837	1	2,433	(622)	(1,218)
631	MUNICIPAL COURT	12	133,527	124,963	(8,576)	
		<u>\$ 20,190,645</u>	<u>\$ 37,188,214</u>	<u>\$ 33,199,546</u>	<u>\$ (1,370,475)</u>	<u>\$ 22,808,838</u>

(18)

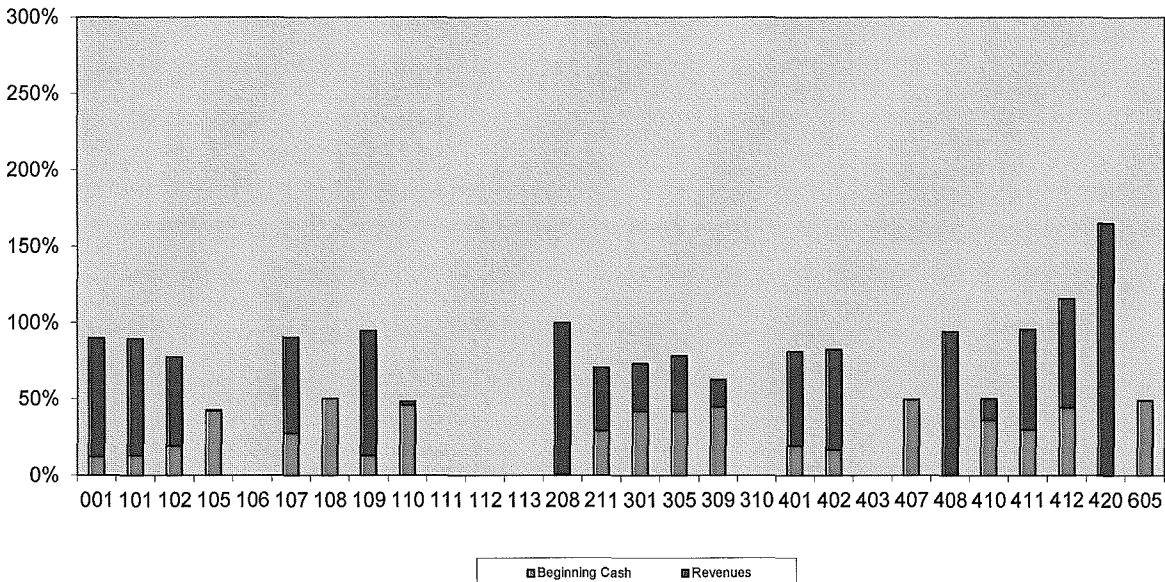
COMPOSITION OF CASH AND INVESTMENTS
AS OF DECEMBER 31, 2014

	MATURITY	RATE	BALANCE
CASH ON HAND			300
CASH IN BANK			288,761
INVESTMENTS/CD COLUMBIA BANK	May 2015	0.5000%	1,000,000
INVESTMENTS/US BANK	July 2017	0.1250%	1,004,048
LOCAL GOVERNMENT INVESTMENT POOL (Net Earnings Rate)		0.1040%	20,515,729
			<u>\$ 22,808,838</u>

CITY OF GIG HARBOR
YEAR-TO-DATE RESOURCE SUMMARY
AND COMPARISON TO BUDGET
AS OF DECEMBER 31, 2014

FUND NO.	DESCRIPTION	ESTIMATED RESOURCES	ACTUAL Y-T-D RESOURCES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
001	GENERAL GOVERNMENT	\$ 14,552,985	\$ 13,069,743	\$ 1,483,242	90%
101	STREET FUND	2,500,696	2,236,646	264,050	89%
102	STREET CAPITAL FUND	2,560,928	1,986,047	574,880	78%
105	DRUG INVESTIGATION FUND	19,172	8,185	10,987	43%
106	DRUG INVESTIGATION FUND	47,085	21,552	25,533	46%
107	HOTEL-MOTEL FUND	499,532	451,109	48,423	90%
108	PUBLIC ART CAPITAL PROJECTS	184,384	92,268	92,115	50%
109	PARK DEVELOPMENT FUND	4,928,664	4,668,321	260,343	95%
110	CIVIC CENTER DEBT RESERVE	2,688,768	1,302,979	1,385,790	48%
111	STRATEGIC RESERVE FUND	1,786,399	941,036	845,363	53%
112	EQUIPMENT RESERVE FUND	351,135	200,614	150,520	57%
113	DONATIONS/CONTRIBUTIONS	-	4,550	(4,550)	
208	LTGO BOND REDEMPTION	1,218,307	1,216,506	1,801	100%
211	UTGO BOND REDEMPTION	600,241	424,131	176,110	71%
301	PROPERTY ACQUISITION FUND	869,502	636,041	233,461	73%
305	GENERAL GOVT CAPITAL IMPR	732,988	574,517	158,471	78%
309	IMPACT FEE TRUST	2,374,937	1,486,377	888,560	63%
310	HOSPITAL BENEFIT ZONE	7,139,736	4,947,307	2,192,429	69%
401	WATER OPERATING	2,501,862	2,029,206	472,656	81%
402	SEWER OPERATING	6,069,023	5,000,474	1,068,549	82%
403	SHORECREST RESERVE FUND	99,288	99,268	20	100%
407	UTILITY RESERVE	2,772,085	1,385,509	1,386,576	50%
408	UTILITY BOND REDEMPTION	2,058,341	1,941,300	117,041	94%
410	SEWER CAPITAL CONSTRUCTION	16,858,813	8,495,624	8,363,188	50%
411	STORM SEWER OPERATING FUND	1,400,674	1,337,804	62,870	96%
412	STORM SEWER CAPITAL	394,340	455,925	(61,586)	116%
420	WATER CAPITAL ASSETS	1,352,454	2,230,441	(877,987)	165%
605	LIGHTHOUSE MAINTENANCE TRUST	3,748	1,838	1,910	
631	MUNICIPAL COURT	-	133,539	(133,539)	
		\$ 76,566,085	\$ 57,378,859	\$ 19,187,226	75%

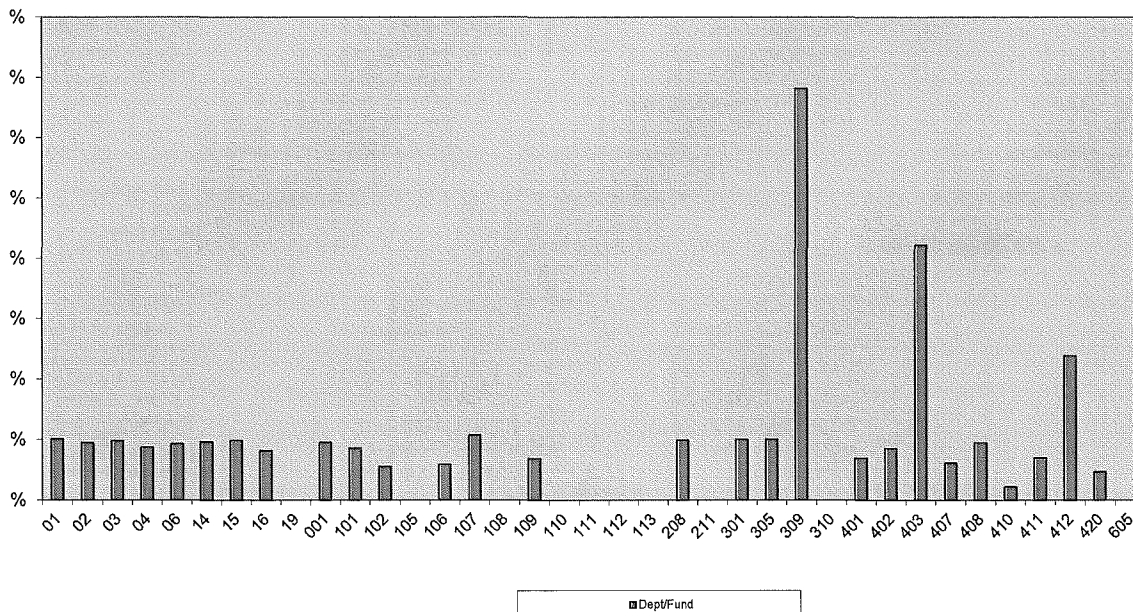
Resources as a Percentage of Annual Budget



CITY OF GIG HARBOR
YEAR-TO-DATE EXPENDITURE SUMMARY
AND COMPARISON TO BUDGET
FOR PERIOD ENDING DECEMBER 31, 2014

DESCRIPTION	ESTIMATED EXPENDITURES	ACTUAL Y-T-D EXPENDITURES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
GENERAL GOVERNMENT				
NON-DEPARTMENTAL	\$ 3,690,849	\$ 3,710,229	\$ (19,380)	101%
LEGISLATIVE	65,633	61,943	3,690	94%
MUNICIPAL COURT	402,900	392,034	10,866	97%
ADMINISTRATIVE/FINANCIAL	1,671,650	1,457,612	214,038	87%
POLICE	3,118,658	2,894,038	224,620	93%
COMMUNITY DEVELOPMENT	1,502,075	1,440,111	61,964	96%
PARKS AND RECREATION	879,025	869,579	9,446	99%
BUILDING	343,400	279,965	63,435	82%
ENDING FUND BALANCE	-	-	-	
TOTAL GENERAL FUND	11,674,190	11,105,512	568,678	95%
STREET FUND	2,156,371	1,854,906	301,465	86%
STREET CAPITAL FUND	1,957,000	1,079,604	877,396	55%
DRUG INVESTIGATION FUND	7,500	-	7,500	
DRUG INVESTIGATION FUND	3,000	1,758	1,242	59%
HOTEL-MOTEL FUND	215,850	230,381	(14,531)	107%
PUBLIC ART CAPITAL PROJECTS	25,000	23,863	1,137	
PARK DEVELOPMENT FUND	4,284,700	2,933,665	1,351,035	68%
CIVIC CENTER DEBT RESERVE	-	-	-	
STRATEGIC RESERVE FUND	403,000	403,000	-	
EQUIPMENT RESERVE FUND	-	-	-	
DONATIONS/CONTRIBUTIONS	-	4,550	(4,550)	
LTGO BOND REDEMPTION	1,211,142	1,197,861	13,281	99%
UTGO BOND REDEMPTION	266,368	266,368	(0)	
PROPERTY ACQUISITION FUND	313,700	313,700	(0)	100%
GENERAL GOVT CAPITAL IMPR	313,700	313,700	(0)	100%
IMPACT FEE TRUST	86,000	586,000	(500,000)	681%
HOSPITAL BENEFIT ZONE	1,594,000	2,343,117	-	
WATER OPERATING	1,843,217	1,264,647	578,570	69%
SEWER OPERATING	4,334,037	3,676,781	657,256	85%
SHORECREST RESERVE FUND	2,128	8,976	(6,848)	422%
UTILITY RESERVE	500	303	197	61%
UTILITY BOND REDEMPTION	2,051,279	1,938,705	112,574	95%
SEWER CAPITAL CONSTRUCTION	9,669,900	2,109,627	7,560,273	22%
STORM SEWER OPERATING FUND	835,152	581,741	253,411	70%
STORM SEWER CAPITAL	87,800	209,317	(121,517)	238%
WATER CAPITAL ASSETS	1,343,100	624,067	719,033	46%
LIGHTHOUSE MAINTENANCE TRUST	-	2,433	(2,433)	
MUNICIPAL COURT	-	124,963	(124,963)	
	\$ 44,678,634	\$ 33,199,546	\$ 12,228,206	74%

Expenditures as a Percentage of Annual Budget



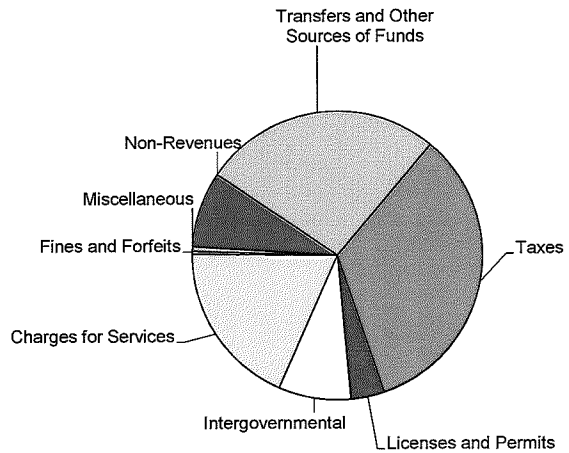
**CITY OF GIG HARBOR
YEAR-TO-DATE REVENUE SUMMARY
BY TYPE
FOR PERIOD ENDING DECEMBER 31, 2014**

<u>TYPE OF REVENUE</u>	<u>AMOUNT</u>
Taxes	\$ 12,481,539
Licenses and Permits	\$ 1,390,169
Intergovernmental	\$ 2,991,318
Charges for Services	\$ 6,867,016
Fines and Forfeits	\$ 126,304
Miscellaneous	\$ 192,993
Non-Revenues	\$ 3,150,109
Transfers and Other Sources of Funds	\$ 9,855,239
Total Revenues (excludes Court Pass Thru)	\$ 37,054,686
Beginning Cash Balance	20,190,634
Total Resources	<u>\$ 57,245,320</u>

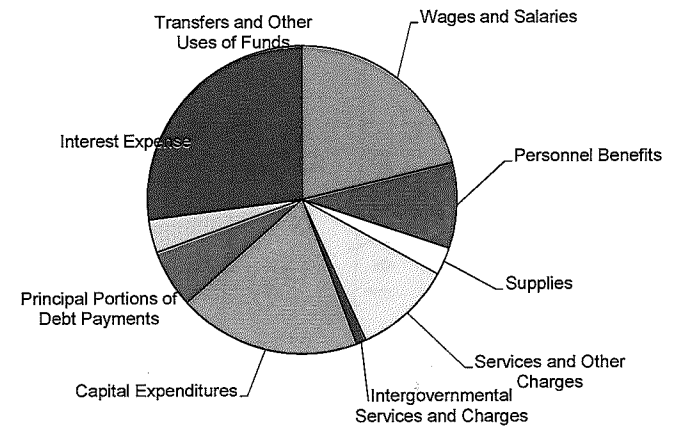
**CITY OF GIG HARBOR
YEAR-TO-DATE EXPENDITURE SUMMARY
BY TYPE
FOR PERIOD ENDING DECEMBER 31, 2014**

<u>TYPE OF EXPENDITURE</u>	<u>AMOUNT</u>
Wages and Salaries	7,007,614
Personnel Benefits	2,958,877
Supplies	958,892
Services and Other Charges	3,393,383
Intergovernmental Services and Charges	347,939
Capital Expenditures	6,297,764
Principal Portions of Debt Payments	2,011,412
Interest Expense	1,142,543
Transfers and Other Uses of Funds	8,956,158
Total Expenditures (excludes Court Pass Thru)	<u>33,074,583</u>
Ending Cash Balance	<u>22,808,832</u>
Total Uses	<u>55,883,415</u>

Revenues by Type - All Funds



Expenditures by Type - All Funds



**CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF DECEMBER 31, 2014**

	PROPRIETARY										TOTAL PROPRIETARY	TOTAL
	401 WATER OPERATING	402 SEWER OPERATING	403 SHORECREST RESERVE	407 UTILITY RESERVE	408 UTILITY BOND REDEMPTION	410 SEWER CAP. CONST.	411 STORM SEWEF OPERATING	412 STORM SEWER CAPITAL	420 WATER CAP. ASSETS			
ASSETS												
CASH	\$ (32,150)	\$ (53,724)	\$ (3,979)	\$ (16,694)	\$ (114)	\$ (276,491)	\$ (32,730)	\$ (4,915)	\$ (68,951)	\$	(489,747)	\$ (913,375)
INVESTMENTS	768,538	1,282,688	94,834	1,401,875	2,708	6,589,050	779,986	117,124	1,643,166		12,679,969	23,722,212
RECEIVABLES	171,027	571,476	2,572	5,823	49,970	-	192,860	-	-		993,727	2,791,170
FIXED ASSETS	8,822,287	32,853,905	-	-	-	1,253,849	2,807,019	53,479	1,401,745		47,192,286	47,192,286
OTHER	-	-	-	-	142,910	-	-	-	-		142,910	142,910
TOTAL ASSETS	9,729,703	34,654,345	93,426	1,391,004	195,474	7,566,408	3,747,136	165,689	2,975,960		60,519,145	72,935,202
LIABILITIES												
CURRENT	2,898	71	-	-	1,346,074	-	1,486	-	9		1,350,538	1,249,916
LONG TERM	61,885	89,909	-	-	20,203,671	-	46,754	-	-		20,402,219	20,472,642
TOTAL LIABILITIES	64,783	89,980	-	-	21,549,745	-	48,240	-	9		21,752,757	21,722,558
FUND BALANCE:												
BEGINNING OF YEAR	9,381,887	34,262,612	85,810	1,379,961	(21,353,912)	7,281,334	3,360,226	94,044	1,371,767		35,863,729	47,223,976
Y-T-D REVENUES	1,547,679	3,978,533	16,592	11,346	1,938,346	2,394,701	920,411	280,962	2,228,250		13,316,821	37,183,665
Y-T-D EXPENDITURES	(1,264,647)	(3,676,781)	(8,976)	(303)	(1,938,705)	(2,109,627)	(581,741)	(209,317)	(624,067)		(10,414,163)	(33,194,996)
ENDING FUND BALANCE	9,664,919	34,564,364	93,426	1,391,004	(21,354,271)	7,566,408	3,698,896	165,689	2,975,951		36,766,386	51,212,645
TOTAL LIAB. & FUND BAL.	\$ 9,729,702	\$ 34,654,345	\$ 93,426	\$ 1,391,004	\$ 195,474	\$ 7,566,408	\$ 3,747,136	\$ 165,689	\$ 2,975,960	\$	\$ 60,519,145	\$ 72,935,203

**CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF DECEMBER 31, 2014**

**CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF DECEMBER 31, 2014**

	SPECIAL REVENUE FUNDS						TOTAL SPECIAL REVENUE	208 LTGO BOND REDEMPTION	211 UTGO BOND REDEMPTION	TOTAL DEBT SERVICE
	301 PROPERTY ACQUISITION	305 GEN GOVT CAPITAL	309 IMPACT FEE TRUST FUNG	310 HOSPITAL BENEFIT	605 LIGHTHOUSE MAINT	631 MUNICIPAL COURT				
ASSETS										
CASH	\$ (14,119)	\$ (11,424)	\$ (37,245)	\$ (114,064)	\$ (2,382)	\$ -	\$ (337,100)	\$ (817)	\$ (6,910)	\$ (7,727)
INVESTMENTS	336,460	272,241	887,582	2,718,253	1,165	-	8,977,806	19,461	164,673	184,134
RECEIVABLES	-	-	-	-	-	-	378,459	-	9,723	9,723
FIXED ASSETS	-	-	-	-	-	-	-	-	-	-
OTHER	-	-	-	-	-	-	-	-	-	-
TOTAL ASSETS	322,341	260,817	850,337	2,604,190	(1,218)	-	9,019,165	18,644	167,486	186,131
LIABILITIES										
CURRENT	-	-	-	-	-	-	4,441	-	-	-
LONG TERM	-	-	-	-	-	-	-	-	6,721	6,721
TOTAL LIABILITIES	-	-	-	-	-	-	4,441	-	6,721	6,721
FUND BALANCE:										
BEGINNING OF YEAR	364,146	307,295	1,017,607	2,861,804	1,215	(8,565)	8,099,716	3,989	178,881	182,870
Y-T-D REVENUES	271,895	267,222	418,730	2,085,503	1	133,527	11,126,102	1,212,517	248,252	1,460,769
Y-T-D EXPENDITURES	(313,700)	(313,700)	(586,000)	(2,343,117)	(2,433)	(124,963)	(10,211,092)	(1,197,861)	(266,368)	(1,464,229)
ENDING FUND BALANCE	322,341	260,817	850,337	2,604,190	(1,218)	(0)	9,014,726	18,644	160,765	179,410
TOTAL LIAB. & FUND BAL.	\$ 322,341	\$ 260,817	\$ 850,337	\$ 2,604,190	\$ (1,218)	\$ (0)	\$ 9,019,166	\$ 18,644	\$ 167,486	\$ 186,131

**CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF DECEMBER 31, 2014**

	SPECIAL REVENUE FUNDS											
	001	101	102	105	106	107	108	109	110	111	112	
	GENERAL	STREET	STREET	DRUG	DRUG	HOTEL -	PUBLIC ART	PARK DVLP	CIVIC CTR	STRATEGIC	EQUIPMENT	
	GOVERNMENT	STREET	CAPITAL	INVESTIGTN	INVESTIGTN	MOTEL	PROJECTS	FUND	DEBT RESERVE	RESERVE	RESERVE	
ASSETS												
CASH	\$ (78,802)	\$ (14,925)	\$ (28,942)	\$ (359)	(867)	\$ (9,505)	\$ (2,996)	\$ (54,649)	\$ (13,270)	\$ (23,566)	\$ (8,787)	
INVESTMENTS	1,880,303	355,688	689,707	8,544	20,661	226,522	71,401	1,302,330	1,316,249	561,602	209,401	
RECEIVABLES	1,409,260	4,086	21,603	-	-	40,370	-	-	312,400	-	-	
FIXED ASSETS	-	-	-	-	-	-	-	-	-	-	-	
OTHER	-	-	-	-	-	-	-	-	-	-	-	
TOTAL ASSETS	3,210,762	344,848	682,369	8,185	19,794	257,387	68,405	1,247,681	1,615,379	538,036	200,614	
LIABILITIES												
CURRENT	(105,063)	4,441	0	-	-	-	-	-	-	-	-	
LONG TERM	63,702	-	-	-	-	-	-	-	-	-	-	
TOTAL LIABILITIES	(41,361)	4,441	0	-	-	-	-	-	-	-	-	
FUND BALANCE:												
BEGINNING OF YEAR	3,077,662	284,760	270,045	8,028	21,534	173,961	92,195	147,854	1,546,800	860,605	150,431	
Y-T-D REVENUES	11,279,973	1,910,554	1,491,928	157	18	313,807	74	4,033,492	68,578	80,431	50,184	
Y-T-D EXPENDITURES	(11,105,512)	(1,854,906)	(1,079,604)	-	(1,758)	(230,381)	(23,863)	(2,933,665)	-	(403,000)	-	
ENDING FUND BALANCE	3,252,123	340,408	682,369	8,185	19,794	257,387	68,405	1,247,681	1,615,379	538,036	200,614	
TOTAL LIAB. & FUND BAL.	\$ 3,210,762	\$ 344,848	\$ 682,369	\$ 8,185	19,794	\$ 257,387	\$ 68,405	\$ 1,247,681	\$ 1,615,379	\$ 538,036	\$ 200,614	



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

Subject: Council Committees

Proposed Council Action:

To accept these appointments for the Council Committees and to appoint Mayor Pro Tem for 2015.

Dept. Origin: Administration

Prepared by: Jill Guernsey, Mayor

For Agenda of: January 26, 2015

Exhibits:

Concurred by Mayor: *JLG 1/16/15* Initial & Date
Approved by City Administrator: N/A
Approved as to form by City Atty: N/A
Approved by Finance Director: N/A
Approved by Department Head: N/A

Expenditure Required	0	Amount Budgeted	0	Appropriation Required	0
----------------------	---	-----------------	---	------------------------	---

INFORMATION / BACKGROUND

Below are the results of the Councilmembers' selection for the 2015 Council Committees and my recommendations for appointments.

	Finance & Safety	Public Works	Planning & Building	Inter-Gov't'l Affairs	Candidate Review
Ekberg	2	1	3	-	-
Arbenz	2	-	1	3	-
Kadzik		-	1	-	2
Malich	-	1	-	2	3
Payne	-	2	-	1	-
Perrow	1	-	2	3	-
Lovrovich	-	1	2	-	3

Council Committees:

Finance & Safety: Councilmembers Ekberg, Arbenz, Perrow

Public Works: Councilmembers Ekberg, Malich, Lovrovich

Planning & Building: Councilmembers Kadzik, Ekberg, Lovrovich

Inter-governmental Affairs: Councilmembers Payne, Perrow, Arbenz

Board/Commission Candidate Rvw: Councilmembers Kadzik, Malich, Lovrovich

Other Committees:

Lodging Tax Advisory Board: Councilmember Payne

Pierce County Regional Council: Councilmember Perrow, backup

West Sound LIO: Councilmember Perrow, backup

Mayor Pro Tem: Tim Payne

RECOMMENDATION / MOTION

Move to: Accept these appointments for the Council Committees and to appoint Tim Payne Mayor Pro Tem for 2015.



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

Subject: Critical Areas Third Party Review
Contract Amendment #2 – Grette Associates.

Proposed Council Action: Approve and authorize the Mayor to execute Contract Amendment #2 with Grette Associates in an amount not to exceed \$100,000.

Dept. Origin: Planning

Prepared by: Jennifer Kester, *JK*
Planning Director

For Agenda of: January 26, 2015

Exhibit: Contract Amendment with exhibits

	Initial & Date
Concurred by Mayor:	<i>JK</i> 1/15/15
Approved by City Administrator:	<i>RW</i> 1/15/15
Approved as to form by City Atty:	<i>email</i> 1/13/15
Approved by Finance Director:	<i>QR</i> 1/15/15
Approved by Department Head:	<i>JK</i> 1/15/15

Expenditure Required	Up to \$100,000	Amount Budgeted	N/A – Pass Through	Appropriation Required	\$ 0
-----------------------------	-----------------	------------------------	--------------------	-------------------------------	------

INFORMATION/BACKGROUND

The City currently does not have an employee with the expertise to review and comment on critical area reports, mitigation plans and monitoring reports submitted in connection with land use and shoreline permits. Since 2007, the City has contracted with Grette Associates LLC to provide 3rd party review of such reports. Grette Associates LLC is an established company with a local office (Tacoma) that has provided thorough and timely review of critical area reports for projects submitted to the City. They are well versed in the City’s codes and work well with the planning staff.

In May 2013, a contract was executed to have Grette Associates LLC continue their 3rd party review of critical areas through the end of 2015. Each subsequent year, the contract has been amended to update their hourly fees to reflect that year’s rates and personnel. This second amendment will allow them to charge their 2015 rates. The 2014 rates will be charged until this contract is signed.

FISCAL CONSIDERATION

The contract amount is up to \$100,000. However, project applicants fully fund the review performed by Grette Associates. **As such, there are no costs to the City associated with the work performed by Grette.**

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION/MOTION

Approve and authorize the Mayor to execute Contract Amendment #2 with Grette Associates in an amount not to exceed \$100,000.

**SECOND AMENDMENT
TO
CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
GRETTE ASSOCIATES**

THIS SECOND AMENDMENT is made to that certain Consultant Services Contract dated May 29, 2013, as amended February 11, 2014 (the "Agreement") 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 desires to amend the Agreement to reflect the Consultant's 2015 hourly rates; and

WHEREAS, the City is fully reimbursed by project applicants for the total costs of the Consultant's third party wetland report review such that no City funds are expended;

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

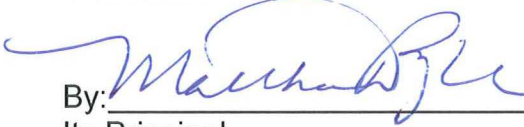
Section 2. Schedule of Rates. Section 2 of the Agreement is amended to reflect the 2015 hourly rates as shown in **Exhibit B – Schedule of Rates**, attached to this Amendment and incorporated herein.

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

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

CONSULTANT

CITY OF GIG HARBOR

By: 

Its Principal

By: _____
Mayor Jill Guernsey

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit B

SCHEDULE OF RATES

GRETTE ASSOCIATES^{LLC} HOURLY BILLING RATES 2015

<u>Title</u>	<u>Rate</u>
Principal	\$210.00
Associate	\$165.00
Biologist 5	\$145.00
Biologist 4	\$130.00
Biologist 3	\$115.00
Biologist 2	\$105.00
Environmental Planner 2	\$105.00
Biologist 1	\$92.00
Environmental Planner I	\$92.00
Administrative Assistant	\$74.00
Field Assistant	\$70.00
Subconsultants	8% MU
Expenses (excluding mileage & boat) ¹	8% MU
Mileage	\$0.60
Copy Charge (per page)	\$0.10
Boat (per day)	\$750.00

¹ Includes Narrows Bridge tolls

Other Expense Rates Available Upon Request



CERTIFICATE OF LIABILITY INSURANCE

Consent-Agenda ID: SK

DATE (MM/DD/YYYY)

12/16/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Noyd & Noyd Ins. Agency, Inc. PO Box 1509 / 500 N. Wenatchee Wenatchee, WA 98807 Michael E. Noyd	CONTACT NAME: Stacia Knudtson	FAX (A/C, No): 509-664-6786
	PHONE (A/C, No, Ext): 509-662-2194	E-MAIL ADDRESS: stacia@noydins.com
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : American States Ins. Co		19704
INSURED Grette Associates LLC 151 S. Worthen St. Suite 101 Wenatchee, WA 98801	INSURER B : Continental Casualty	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT, OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	02CE23001720	08/01/2014	08/01/2015	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/>		02CE2300171	08/01/2014	08/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	02CE23001720 WA STOP GAP	08/01/2014	08/01/2015	WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER
						E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
B	Professional Liab		EEH254072045	08/01/2014	08/01/2015	Per Claim 2,000,000 Deduct 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder is additional insured on the General Liability per form CG7680 (10/02) with regards to work performed by the named insured. 30 days notice of cancellation will be given to the certificate holder with 10 days for non payment of premium.

CERTIFICATE HOLDER

CIOFGIG

City of Gig Harbor
Attn: Jennifer Kester
3510 Grandview Street
Gig Harbor, WA 98335

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Michael E. Noyd

Michael E Noyd/se

© 1988-2010 ACORD CORPORATION. All rights reserved.



CG 76 80 10 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED PRIMARY
COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

CITY OF GIG HARBOR
BONNEVILLE POWER ADMINISTRATION
RESTORCAP
SCIENCE APPLICATIONS INT'L CORPORATION
CITY OF FIFE

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person or organization shown in the Schedule subject to the following provisions:

1. The additional insured is an insured but only for liability directly resulting from:
 - a. your ongoing operations for the additional insured whether the work is performed by you or for you; or
 - b. the general supervision of your ongoing operations by the additional insured.
2. This insurance does not apply to:
 - a. "Bodily injury" or "property damage" arising out of any act or omission of, or for defects in design furnished by or for, the additional insured or
 - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

you. Coverage shall be limited to the extent of your negligence or fault according to the applicable principles of comparative fault.

The insurance provided will not exceed the lesser of:

- a. The coverage and/or limits of this policy, or
- b. The coverage and/or limits required by the contract, agreement or permit.

With respect to the insurance afforded the additional insured, paragraph 4. of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted and replaced by the following:

4. Other Insurance

- a. This insurance is primary and noncontributory, and our obligations are not affected by any other insurance where the additional insured is the Named Insured, whether primary, excess, contingent, or on any other basis; however, the defense of any claim or "suit" must be tendered as soon as practicable to all other insurers which potentially provide insurance for such claim or "suit".
- b. This additional provision applies only to the additional insured shown in the Schedule and the coverage provided by this endorsement.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that insured are completed.

No coverage will be provided if, in the absence of this endorsement, no liability would be imposed by law on



Business of the City Council
City of Gig Harbor, WA

Subject: Tourism Promotion Activities
Contracts Approval

- Tacoma Regional Convention and Visitor Bureau (TRCVB)
- Visit Kitsap Peninsula
- Tacoma South Sound Sports

Proposed Council Action: Approve and authorize the Mayor to execute the agreements to provide support to the TRCVB for \$6,000, Tacoma South Sound Sports and Visit Kitsap Peninsula each in the amount of \$5,000.

Dept. Origin: Administration - Marketing

Prepared by: Karen Scott

For Agenda of: January, 26 2015

Exhibits:
3 referenced contracts

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Initial & Date
SR 1/20/15
RW 1/21/15
per email
SR 1/20/15
Rh

Expenditure Required	\$16,000.00	Amount Budgeted	\$16,000.00	Appropriation Required	0
----------------------	-------------	-----------------	-------------	------------------------	---

INFORMATION / BACKGROUND

As outlined in the 2015 Narrative of Objectives, the Tourism & Communications Office has budgeted to contract with the Tacoma Regional Convention and Visitor Bureau (\$6,000), Tacoma South Sound Sports (\$5,000) and Visit Kitsap Peninsula (\$5,000) to a continue a partnership with the TRCVB, Visit Kitsap Peninsula, and Tacoma South Sound Sports. These partnerships capitalize on shared resources for leisure travel, tour operators, meetings and conventions, and advertising and promotion opportunities.

FISCAL CONSIDERATION

These items have already been approved in the 2015 Tourism & Communications Budget from Lodging Tax dollars and will not exceed the budgeted amount of \$16,000.00.

BOARD OR COMMITTEE RECOMMENDATION

Recommend that Council authorize and accept the contracts for Tacoma Regional Convention and Visitor Bureau, Tacoma South Sound Sports and Visit Kitsap Peninsula.

RECOMMENDATION / MOTION

Move to: Approve and authorize the Mayor to execute the Agreement to support the Tacoma Regional Convention and Visitor Bureau in the amount of \$6,000, Tacoma South Sound Sports in the amount of \$5,000 and Visit Kitsap Peninsula in the amount of \$5,000.

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
Tacoma Regional Convention and Visitor Bureau**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and Tacoma Regional Convention and Visitor Bureau, a corporation organized under the laws of the State of Washington (the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in tourism promotion activities 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 Dollars (\$6,000.00) paid in equal quarterly installments upon receipt of invoice 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.

B. The total funding provided to the City to Tacoma Regional Convention and Visitor Bureau under this Agreement shall not exceed Six Thousand Dollars (\$6,000.00) and will be paid quarterly upon receipt of invoice from the Tacoma Regional Convention and Visitor Bureau. Tacoma Regional Convention and Visitor Bureau shall expend the funds prior to December 31, 2015. The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City objects to all or any portion of any invoice, it shall

so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

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

4. Duration of Work. The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by December 31, 2015; provided however, that additional time shall be granted by the City for excusable days or extra work.

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

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

by the City and that the Consultant may be barred from performing any services for the City now or in the future.

7. Indemnification.

A. The Consultant agrees to hold harmless, indemnify and defend the City, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the Consultant, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the Consultant, its officers, agents, subconsultants or employees, in connection with the services required by this Agreement; provided, however, that:

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

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

B. It is further specifically and expressly understood that the indemnification provided herein constitutes the consultant's waiver of immunity under industrial insurance, title 51 RCW, solely for the purposes of this indemnification. The parties further acknowledge that they have mutually negotiated this waiver. The consultant's waiver of immunity under the provisions of this section does not include, or extend to, any claims by the consultant's employees directly against the consultant.

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

8. Insurance.

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

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

1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and

2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employers liability, and
3. Professional Liability insurance with no less than \$1,000,000 per occurrence. All policies and coverages shall be by an 'A' rated company licensed to conduct business in the State of Washington. If such coverage is written on a claims made form, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City of Gig Harbor.

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

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

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

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

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

10. City's Right of Inspection. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work

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

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

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

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

14. Resolution of Disputes and Governing Law.

A. Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City 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.

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 Administrator 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:
Tacoma Regional Con. & Vis. Bureau
ATTN: Bennish Brown, President & CEO
1119 Pacific Ave., Ste. 500
Tacoma, WA 98402
(253) 284-3250

City of Gig Harbor
ATTN: Karen Scott
3510 Grandview Street
Gig Harbor, WA 98335
(253) 853-3554

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: Bennish D. Brown
Its: PRESIDENT/CEO

By: _____
Mayor Jill Guernsey

Tacoma Regional Con. & Vis. Bureau
ATTN: Bennish Brown, President & CEO

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit A. Scope of Activities. The City shall provide Six Thousand Dollars (\$6,000.00) in funding to the Tacoma Regional Convention and Visitor Bureau to perform the following activities:

- A. Destination + Leisure Sales - Proactively sell Pierce County as a destination for meetings, group tours and leisure travel to generate leads for members and book business in the region. Through proactive sales calls, tradeshow participation, industry networking, client site visits and FAM tours, the sales team connects key decision makers with CVB member businesses. promotion and marketing- The Convention and Visitor Bureau Staff will market Gig Harbor and include Gig Harbor as part of the following aspects of the Convention and Visitors Bureau; website, Tacoma - Pierce County Visitors Guide 2015.
- B. Advertising – Promote the region and generate interest and awareness for Tacoma + Pierce County as a destination through branded messages to targeted audiences.
- C. Destination Publications - The Official Pierce County Visitor Guide and Meeting Planner Guide provide compelling information for the customer during their decision making process and is designed to extend stays and encourage regional exploration.
- D. Digital Marketing- The TRCVB's website provides comprehensive information for customers. Social media enhances the destination's appeal by creating a dialogue with customers and sharing timely, interesting information. Feature a Gig Harbor Visitor Center listing with link to www.gigharborguide.com
- E. Media Relations- Maximize positive media coverage of Pierce County to influence travel decisions and build destination awareness. Third-party stories and news articles enhance the destination's image without directly purchasing advertising.
- F. Visitor Services - Influence visitor spending, regional visitor distribution and lengthen stays by providing visitors with reservation services, recommendations, visitor guides, brochures and maps of the region.

- G. Frontline Services- Having frontline professionals well-versed and knowledgeable about what there is to see, do and experience in Pierce County is paramount to making Pierce County a great place to visit.
- H. Convention Services - Ensure the success of meetings and events in Pierce County by providing event marketing support, pre/post itinerary development, onsite concierge services, a housing bureau and more. Convention services are designed to lengthen delegate stays, increase regional spending and ensure repeat bookings.
- I. Partnerships - Build a powerful destination image and leverage investments through cooperation with partners, tourism businesses, destination marketing organizations and industry associations, Develop collaborative partnerships only in areas where the partnership can accomplish that which our organization cannot do alone.
- J. Results- The Convention and Visitor Bureau Staff will produce a 2015 Annual Report with complete details of activities for presentation at the Gig Harbor Lodging Tax Advisory Committee by April 2016.

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
Tacoma South Sound Sports**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and Tacoma South Sound Sports, a corporation organized under the laws of the State of Washington (the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in tourism promotion activities 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.

1. The City shall pay the Consultant an amount based on time and materials, not to exceed five thousand dollars and no cents (\$5,000.00) 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

2. The total funding provided by the City to Tacoma South Sound Sports under this Agreement shall not exceed Five Thousand Dollars (\$5,000.00) and will be paid quarterly upon receipt of invoice from the Tacoma South Sound Sports. Tacoma South Sound Sports shall expend the funds prior to December 31, 2015. The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15)

days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

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

4. Duration of Work. The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by December 31, 2015; provided however, that additional time shall be granted by the City for excusable days or extra work.

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

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

{ASB983053.DOC;1100008.900000\}

7. Indemnification.

A. The Consultant agrees to hold harmless, indemnify and defend the City, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the Consultant, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the Consultant, its officers, agents, subconsultants or employees, in connection with the services required by this Agreement; provided, however, that:

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

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

B. It is further specifically and expressly understood that the indemnification provided herein constitutes the consultant's waiver of immunity under industrial insurance, title 51 RCW, solely for the purposes of this indemnification. The parties further acknowledge that they have mutually negotiated this waiver. The consultant's waiver of immunity under the provisions of this section does not include, or extend to, any claims by the consultant's employees directly against the consultant.

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

8. Insurance.

1. 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.

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

1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and
2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but

- is not limited to, contractual liability, products and completed operations, property damage, and employers liability, and
3. Professional Liability insurance with no less than \$1,000,000 per occurrence. All policies and coverages shall be by an 'A' rated company licensed to conduct business in the State of Washington. If such coverage is written on a claims made form, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City of Gig Harbor.

3. 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.

4. 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

{ASB983053.DOC;1100008.900000\}

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 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.

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 Administrator 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:
Tacoma South Sound Sports
ATTN: Dean Burke, Executive Director
1119 Pacific Ave., Ste. 500
Tacoma, WA 98402
(253) 284-3260

City of Gig Harbor
ATTN: Karen Scott
3510 Grandview Street
Gig Harbor, WA 98335
(253) 853-3554


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 6th
day of JANUARY, 2015.

CONSULTANT

CITY OF GIG HARBOR

By: 
Its: EXECUTIVE DIRECTOR

By: 
Mayor Jill Guernsey

Tacoma South Sound Sports
ATTN: Dean Burke, Executive Director

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit A. Scope of Activities. The City shall provide Five Thousand Dollars (\$5,000.00) in funding to Tacoma South Sound Sports to perform the following activities:

- A. Tacoma South Sound Sports staff will support Gig Harbor in marketing and selling to sports promoters and sporting event organizers as well as sports related tour operators for our city and region. Tacoma South Sound Sports will market and promote Gig Harbor venues, facilities, hotels, attractions, businesses, and the city in general as a destination for amateur sports events, conferences, competitions, tournaments, and tours etc.
- B. Promotion and Marketing – Tacoma South Sound Sports will market Gig Harbor to include Gig Harbor as part of the following aspects of the Tacoma Sports Commission; website, collateral materials, familiarization tours where appropriate. As part of our regional effort to attract visitors and visitor spending through amateur sports, Gig Harbor will be represented and promoted at event marketplaces, conferences, collateral materials, website, as a destination for sports events. Gig Harbor lodging facilities will be marketed and promoted to all events that TSSS attracts throughout the region.
- C. Web Presence – Tacoma South Sound Sports staff will provide Gig Harbor focused information and links from (TSSSC website) and represent Gig Harbor on said website. TSSSC will include all Gig Harbor venues, clubs, schools, hotels, restaurants, and attractions.
- D. Projects- Tacoma South Sound Sports will continue its support for the Gig Harbor Paddlers' Cup and Expo 2015. Additional events will be developed when possible. Tacoma South Sounds Sports will work with the City of Gig Harbor Tourism and Communications Department on development new ideas to generate overnight rooms such as sports related tours, Triathlons, and other events.
- E. The Tacoma South Sound Sports will produce a 2015 annual report for with complete detail of activities for presentation at the Gig Harbor Lodging Tax Advisory Committee by April 2016.

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
Visit Kitsap Peninsula**

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

RECITALS

WHEREAS, the City is presently engaged in tourism promotion activities 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 Five Thousand Dollars (\$5,000.00) paid in equal quarterly installments upon receipt of invoice 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.

B. The total funding provided to the Visit Kitsap Peninsula under this Agreement shall not exceed Five Thousand Dollars (\$5,000.00) and will be paid quarterly upon receipt of invoice from the Visit Kitsap Peninsula. Visit Kitsap Peninsula shall expend the funds prior to December 31, 2015. The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall

pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

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

4. Duration of Work. The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by December 31, 2015; provided however, that additional time shall be granted by the City for excusable days or extra work.

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

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

by the City and that the Consultant may be barred from performing any services for the City now or in the future.

7. Indemnification.

A. The Consultant agrees to hold harmless, indemnify and defend the City, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the Consultant, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the Consultant, its officers, agents, subconsultants or employees, in connection with the services required by this Agreement; provided, however, that:

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

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

B. It is further specifically and expressly understood that the indemnification provided herein constitutes the consultant's waiver of immunity under industrial insurance, title 51 RCW, solely for the purposes of this indemnification. The parties further acknowledge that they have mutually negotiated this waiver. The consultant's waiver of immunity under the provisions of this section does not include, or extend to, any claims by the consultant's employees directly against the consultant.

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

8. Insurance.

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

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

1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and

2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employers liability, and
3. Professional Liability insurance with no less than \$1,000,000 per occurrence. All policies and coverages shall be by an 'A' rated company licensed to conduct business in the State of Washington. If such coverage is written on a claims made form, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City of Gig Harbor.

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

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

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

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

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

10. City's Right of Inspection. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work

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

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

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

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

14. Resolution of Disputes and Governing Law.

A. Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City 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.

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 Administrator 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
Visit Kitsap Peninsula	ATTN: Karen Scott
ATTN: Patty Graf-Hoke, Executive Director	3510 Grandview Street
9481 Silverdale Way NW STE 281	Gig Harbor, WA 98335
Silverdale, WA 98383	(253) 853-3554
(360) 908-0088	

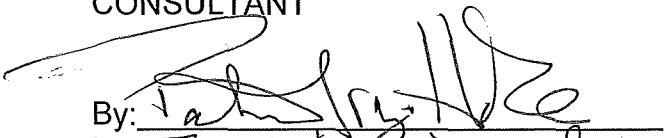
16. **Subcontracting or Assignment.** The Consultant may not assign or subcontract any portion of the services to be provided under this Agreement without the express written consent of the City. If applicable, any subconsultants approved by the City at the outset of this Agreement are named on **Exhibit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

By: _____
Mayor Jill Guernsey

Visit Kitsap Peninsula
ATTN:Patty Graf-Hoke, Executive Director

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit A. Scope of Activities. The City shall provide Five Thousand Dollars (\$5,000.00) in funding to the Visit Kitsap Peninsula to perform the following activities:

- A. Meeting Marketing and Direct Sales – Visit Kitsap Peninsula Staff will market and sell Gig Harbor to professional meeting planners throughout the year through inclusion in Visit Kitsap Conferences and Meetings webpage.
- B. Promotion and Marketing- Visit Kitsap Peninsula will continue to market Gig Harbor in all aspects of VKP promotional opportunities which includes a listing on the cover of the VKP Visitor Guide, on the map, and have a short paragraph on the inside of the brochure. The City of Gig Harbor will also have access to post tourism related events on the VKP self posting online VKP Calendar and have major tourism related events featured in the VKP and eNewsletter.
- C. Web Presence – Visit Kitsap Peninsula will include the City of Gig Harbor in the pull-down menu under Communities on the VKP website and provide a landing page that lists VKP Gig Harbor members, and links including one to City of Gig Harbor Tourism website (www.gigharborguide.com).
- D. Other Marketing Opportunities: Visit Kitsap Peninsula will offer the City of Gig Harbor the opportunity to participate in co-op regional marketing opportunities such as the Kitsap Peninsula Water Trails program, including being part of the Kitsap Peninsula Water Trails Alliance, 2015 US Open Chambers Bay promotion, boating, agri-tourism, culinary and micro-brew promotions, eco-recreation promotions such as the Kitsap Peninsula Water Trails Festival, biking and running events, and other promotions that will strengthen the VKP/City of Gig Harbor partnership, and support regional efforts to market the Kitsap Peninsula region as a major destination for visitors and events.
- E. The City of Gig Harbor will make every effort to include a reference to the Kitsap Peninsula region online and in print materials and when appropriate include the VKP name logo in co-op marketing materials as a tourism marketing partner.
- F. Results- Visit Kitsap Peninsula will produce a 2015 Annual Report with complete details of activities for presentation at the Gig Harbor Lodging Tax Advisory Committee by April 2016.



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

Subject: Public Works Contract Change Order
– 2014 Pavement Maintenance Project

Proposed Council Action: Approve and authorize the Mayor to execute this final deductive Change Order with Lakeridge Paving Company in the deductive amount of (\$31,106.77) including sales tax.

Dept. Origin: Public Works/Engineering

Prepared by: Marcos McGraw, *MM*
Project Engineer

For Agenda of: January 26, 2015

Exhibits: Contract Change Order No. 2

	Initial & Date
Concurred by Mayor:	<i>SM</i> 1.16.15
Approved by City Administrator:	<i>RW</i> 1/14/15
Approved as to form by City Atty:	Per email 1/13/15
Approved by Finance Director:	<i>DP</i> 1/13/15
Approved by Public Works Director:	<i>PK</i> 1/12/15
Approved by City Engineer:	<i>A</i> 1/14/15

Expenditure Required	(\$31,106.77)	Amount Budgeted	\$259,664.30	Appropriation Required	\$0
-----------------------------	---------------	------------------------	--------------	-------------------------------	-----

INFORMATION/BACKGROUND

This closeout Change Order reconciles all bid items and establishes the final construction contract amount. Change Order No. 1 deleted weather sensitive work that was not conducive during winter. The final quantities of several measured bid items were adjusted during the course of construction which resulted in a final construction savings of \$31,106.77 as shown on the attached change order.

FISCAL CONSIDERATION

The overall final project balance resulted in a construction project credit of \$31,106.77.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION/MOTION

Move to: Approve and authorize the Mayor to execute this final deductive Change Order with Lakeridge Paving Company in the deductive amount of (\$31,106.77) including sales tax.

Date: 12/22/2014	 City of Gig Harbor Public Works Department Change Order Form	CO # Page 1 of 1
---------------------	--	------------------------

<input checked="" type="checkbox"/> Order by Engineer under terms of Section 1-04.4 of Standard Specifications <input type="checkbox"/> Change Proposed by Contractor	Project No.: <u>CSP-1402</u> Project Name: <u>2014 Pavement Maintenance Project</u> Contractor Name: <u>Lakeridge Paving Company</u> Contractor Address: <u>PO Box 8500</u> <u>Covington, WA 98042</u>
--	--

When this Change Order has been approved by the City Engineer, you are directed to make the changes described below to the plans and specifications or to complete the following described work originally not included in the plans and specifications of the project contract. This adjustment shall include full payment for all items required for such work, including, without limitation: all compensation for all direct and indirect costs for such work; costs for adjustments to scheduling and sequence of work; equipment; materials delivery; project "acceleration"; costs for labor, material, equipment and incidental items; overhead costs and supervision, including all extended overhead and office overhead of every nature and description. All work, materials, and measurements shall be in accordance with the provisions of the Standard Specifications, the Special Provisions, or as provided by this Change Order for the type of construction involved.

Description of Changes	Qty	Unit	Unit Price	Decrease in Contract Price	Increase in Contract Price
Closeout Change Order to Reconcile Quantities					
<u>Bid Item</u>	<u>Bid Item Description</u>				
3	-140.25	HR	\$ 50.00	\$ 7,012.50	
8	30.00	LF	\$ 28.50		\$ 855.00
9	-19	SY	\$ 42.00	\$ 777.00	
10	-36.30	SY	\$ 36.50	\$ 1,324.95	
13	-1,736.70	SY	\$ 4.00	\$ 6,946.80	
14	-36.70	SY	\$ 45.00	\$ 1,651.50	
15	4.50	SY	\$ 26.50		\$ 119.25
16	-51	TON	\$ 95.00	\$ 4,805.10	
17	-1.00	EA	\$ 590.00	\$ 590.00	
22	-1	ALLOW	\$ 8,973.17	\$ 8,973.17	
Sub-total =				\$ 32,081.02	\$ 974.25
Tax Rate = 8.5%				Tax = \$ -	
Totals =				\$ 32,081.02	\$ 974.25
Original Contract Amount	Total Changes by Previous Change Orders		Total Amount of this Change Order		Adjust Contract Amount Including this Change Order
\$233,049.50	(\$1,100.00)		(\$31,106.77)		\$200,842.73

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

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

ACCEPTED: _____ 1-8-15
 Contractor Signature Date

 Surety Signature, when required Date

APPROVED: _____
 Jill Guernsey, Mayor Date



2014 Pavement Maintenance & Repair

COSTS					
Design		Budgeted	Payments	Surplus	
Design Services	(City staff)	0.00	0.00	0.00	
4/29/14	ROW acquisition support	Sitts & Hill Engineers	2,500.00	961.20	1,538.80
			0.00	0.00	0.00
	TOTAL		2,500.00		
	Misc. Outreach, copies, permits		0.00	0.00	0.00
	<i>subtotal</i>		2,500.00	961.20	1,538.80
Construction					
Project Management					
Materials Testing	Krazan & Associates, Inc.	9,114.80	4,326.10	4,788.70	
Crosswalk Materials Purchased	Flint Trading		721.86		
Misc.	Buiders Exchange	48.00	47.55	0.45	
	<i>subtotal</i>	9,162.80	5,095.51	4,789.15	
Construction					
Construction Contract	Lakeridge Paving Co. LLC	231,949.50	200,842.73	31,106.77	
City Engineer C. O. Authority		\$15,000.00	0.00	15,000.00	
	Misc. Inspector Expenses			0.00	
	COGH Staff			0.00	
	<i>subtotal</i>	246,949.50	200,842.73	46,106.77	
Total Estimated Design & Construction Costs		\$258,612.30	\$206,899.44	\$52,434.72	

FUNDING SOURCES		
	Budgeted	Actual
City budget Street Division - Operation, Objective #4	200,000.00	\$206,899.44
HBZ funds authorized by Council (6/23/14)	59,712.30	
Total Funding	\$259,712.30	\$206,899.44

Revised December 31, 2014

Surplus
\$52,812.86



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

Subject: Public Works Contract Change Order
– Point Fosdick Sidewalk Improvements

Proposed Council Action: Approve and authorize the Mayor to execute this final deductive Change Order with Macnak Construction in the deductive amount of (\$790.65) including sales tax.

Dept. Origin: Public Works/Engineering

Prepared by: Marcos McGraw, *MM*
Project Engineer

For Agenda of: January 26, 2015

Exhibits: Contract Change Order No. 2

Initial &
Date

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Public Works Director:

Approved by City Engineer:

3/11 1-20-15
RW 1/21/15
Per email 1-16-15
1/20/15
1/16/15

Expenditure Required	(\$790.65)	Amount Budgeted	\$390,000.00	Appropriation Required	\$0
-----------------------------	------------	------------------------	--------------	-------------------------------	-----

INFORMATION/BACKGROUND

This closeout Change Order reconciles all bid items and establishes the final construction contract amount. Change Order No. 1 added work to recondition the asphalt shoulders. The final quantities of several measured bid items were adjusted during the course of construction, which resulted in a final construction savings of \$790.65 as shown on page two of the attached change order.

FISCAL CONSIDERATION


The overall final project balance resulted in a construction project credit of \$790.65.

BOARD OR COMMITTEE RECOMMENDATION

N/A

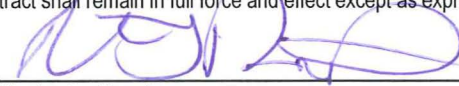
RECOMMENDATION/MOTION

Move to: Approve and authorize the Mayor to execute this final deductive Change Order with Macnak Construction in the deductive amount of (\$790.65) including sales tax.

Date: 1/6/2015	 City of Gig Harbor Public Works Department Change Order Form	CO # 2 Page 1 of 2																																													
<input checked="" type="checkbox"/> Order by Engineer under terms of Section 1-04.4 of Standard Specifications <input type="checkbox"/> Change Proposed by Contractor	Project No.: <u>CSP1404</u> Project Name: <u>Point Fosdick Drive Sidewalk</u> Contractor Name: <u>Macnak Construction</u> Contractor Address: <u>2624 112th St. So., Ste. A-1</u> <u>Lakewood, WA 98499</u>																																														
When this Change Order has been approved by the City Engineer, you are directed to make the changes described below to the plans and specifications or to complete the following described work originally not included in the plans and specifications of the project contract. This adjustment shall include full payment for all items required for such work, including, without limitation: all compensation for all direct and indirect costs for such work; costs for adjustments to scheduling and sequence of work; equipment; materials delivery; project "acceleration"; costs for labor, material, equipment and incidental items; overhead costs and supervision, including all extended overhead and office overhead of every nature and description. All work, materials, and measurements shall be in accordance with the provisions of the Standard Specifications, the Special Provisions, or as provided by this Change Order for the type of construction involved.																																															
	Qty	Unit	Unit Price	Decrease in Contract Price	Increase in Contract Price																																										
<table border="0" style="width:100%;"> <tr> <td style="width:15%;">Bid Item</td> <td style="width:45%;">Bid Item Description</td> <td style="width:10%;"></td> <td style="width:10%;"></td> <td style="width:10%;"></td> <td style="width:10%;"></td> </tr> <tr> <td>various</td> <td>various bid item deducts - see enclosed adjustments</td> <td style="text-align: center;">n/a</td> <td style="text-align: center;">n/a</td> <td style="text-align: right;">\$22,258.25</td> <td></td> </tr> <tr> <td>various</td> <td>various bid item increases - see enclosed adjustments</td> <td style="text-align: center;">n/a</td> <td style="text-align: center;">n/a</td> <td></td> <td style="text-align: right;">\$21,467.60</td> </tr> <tr> <td colspan="6" style="padding: 5px;">Resolution of total quantity and Change Order variances for the project, as detailed on page two (2) of this change order.</td> </tr> <tr> <td colspan="4" style="text-align: right;">Sub-total =</td> <td style="text-align: right;">\$22,258.25</td> <td style="text-align: right;">\$21,467.60</td> </tr> <tr> <td colspan="4" style="text-align: right;">Tax Rate (incl. in unit price) = 8.4% Tax =</td> <td style="text-align: right;">\$0.00</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td colspan="4" style="text-align: right;">Totals =</td> <td style="text-align: right;">\$22,258.25</td> <td style="text-align: right;">\$21,467.60</td> </tr> </table>	Bid Item	Bid Item Description					various	various bid item deducts - see enclosed adjustments	n/a	n/a	\$22,258.25		various	various bid item increases - see enclosed adjustments	n/a	n/a		\$21,467.60	Resolution of total quantity and Change Order variances for the project, as detailed on page two (2) of this change order.						Sub-total =				\$22,258.25	\$21,467.60	Tax Rate (incl. in unit price) = 8.4% Tax =				\$0.00	\$0.00	Totals =				\$22,258.25	\$21,467.60					
Bid Item	Bid Item Description																																														
various	various bid item deducts - see enclosed adjustments	n/a	n/a	\$22,258.25																																											
various	various bid item increases - see enclosed adjustments	n/a	n/a		\$21,467.60																																										
Resolution of total quantity and Change Order variances for the project, as detailed on page two (2) of this change order.																																															
Sub-total =				\$22,258.25	\$21,467.60																																										
Tax Rate (incl. in unit price) = 8.4% Tax =				\$0.00	\$0.00																																										
Totals =				\$22,258.25	\$21,467.60																																										
Original Contract Amount \$341,018.00	Total Changes by Previous Change Orders \$16,025.00	Total Amount of this Change Order (\$790.65)		Adjust Contract Amount Including this Change Order \$356,252.35																																											

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

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

ACCEPTED: 
 Contractor Signature

1/14/15
 Date

 Surety Signature, when required

 Date

APPROVED: _____
 Jill Guernsey, Mayor

 Date

Final Adjusted Quantities
Point Fosdick Drive Sidewalk Improvements

Item No.	Item Description	Unit	ADJUSTMENTS		
			New Plan Quantity	Unit Price	New Contract Amount
CSP1404; Point Fosdick Sidewalk Improvements					
A-2	GENERAL FORCE ACCOUNT	Allow	1.00	\$1,500.00	\$1,500.00
A-7	ROADWAY EXCAVATION INCL. HAUL	C.Y.	489.00	\$20.00	\$9,780.00
A-8	EMBANKMENT COMPACTION	C.Y.	74.50	\$25.00	\$1,862.50
A-9	CRUSHED SURFACING TOP COURSE	C.Y.	22.02	\$20.00	\$440.40
A-11	HMA CL. 1/2 IN. PG 64-22	TON	23.00	\$200.00	\$4,600.00
A-14	CONNECTION TO DRAINAGE STRUCTURE	EACH	1.00	\$1,500.00	\$1,500.00
A-15	SILT FENCE	L.F.	0.00	\$4.00	\$0.00
A-19	WATTLE	L.F.	0.00	\$10.00	\$0.00
A-22	BARK OR WOOD CHIP MULCH	C.Y.	79.07	\$65.00	\$5,139.55
A-23	TOPSOIL TYPE C	C.Y.	87.21	\$65.00	\$5,668.65
A-42	CEMENT CONC. TRAFFIC CURB AND GUTTER	L.F.	335.00	\$25.00	\$8,375.00
A-43	CEMENT CONC. DRIVEWAY ENTRANCE	S.Y.	18.00	\$90.00	\$1,620.00
A-44	PERVIOUS CEMENT CONCRETE SIDEWALK	S.Y.	636.30	\$63.00	\$40,086.90
A-50	C.O. #1 - Shoulder Repair Incl. Haul	SY	278.20	\$50.00	\$13,910.00
B-2	GENERAL FORCE ACCOUNT	Allow	1.00	\$1,000.00	\$1,000.00
B-7	ROADWAY EXCAVATION INCL. HAUL	C.Y.	210.00	\$20.00	\$4,200.00
B-8	EMBANKMENT COMPACTION	C.Y.	462.00	\$25.00	\$11,550.00
B-9	CRUSHED SURFACING TOP COURSE	C.Y.	25.00	\$20.00	\$500.00
B-11	HMA CL. 1/2 IN. PG 64-22	TON	8.00	\$200.00	\$1,600.00
B-13	DUCTILE IRON STORM SEWER PIPE 12 IN. DIAM.	L.F.	52.00	\$55.00	\$2,860.00
B-17	CONNECTION TO DRAINAGE STRUCTURE	EACH	3.00	\$1,500.00	\$4,500.00
B-18	CHECK DAM	L.F.	30.50	\$75.00	\$2,287.50
B-19	SILT FENCE	L.F.	0.00	\$4.00	\$0.00
B-23	WATTLE	L.F.	56	\$10.00	\$560.00
B-24	TOPSOIL TYPE A	C.Y.	54.77	\$65.00	\$3,560.05
B-25	CEMENT CONC. TRAFFIC CURB AND GUTTER	L.F.	294	\$25.00	\$7,350.00
B-26	PERVIOUS CEMENT CONCRETE SIDEWALK	S.Y.	517.6	\$63.00	\$32,608.80
B-30	C.O. #1 Shoulder Repair Incl. Haul	SY	213.8	\$50.00	\$10,690.00



Business of the City Council
City of Gig Harbor, WA

Subject: Storm Module for Cartegraph Operations Management System Software – Purchase Authorization

Proposed Council Action: Authorize the Mayor to execute a Purchase Agreement with Cartegraph Systems, Inc. for the Cartegraph Storm Module.

Dept. Origin: Public Works
Prepared by: Jeff Langhelm, P.E.
Public Works Director

For Agenda of: January 26, 2015

Exhibits: Purchase Agreement

Concurred by Mayor: [Signature] 1-22-15
Approved by City Administrator: [Signature] 1/22/15
Approved as to form by City Atty: via email
Approved by Finance Director: [Signature] 1/22
Approved by Department Head: [Signature] 1/22/15

Table with 4 columns: Expenditure Required (\$10,000), Amount Budgeted (\$0), Appropriation Required, and *See Fiscal Below.

INFORMATION / BACKGROUND

In 2003 the City purchased Cartegraph software for tracking citizen requests and assigning work orders in the Public Works Department. In 2010 the software was upgraded to include modules for tracking City assets such as the inventory and maintenance records for all street signs and meeting retroreflectivity regulations. In 2014 the City purchased the Cartegraph Operations Management System (OMS). OMS is a cloud-based system that allows Public Works to enter requests, manage work and resources, maintain assets, and optimize day-to-day operations

The proposed purchase of the Storm Module will add the ability to enter maintenance data in the field and visually locate a variety stormwater assets on a map. The Storm Module will support and provide expanded capabilities in meeting the stormwater infrastructure inventory and maintenance reporting requirements of the City's NPDES Stormwater Permit from Washington State Department of Ecology (DOE). Included with this purchase is technical support, software updates, and user training from Cartegraph.

FISCAL CONSIDERATION

Sufficient funds are available for the Storm Module software updates and training through the City's DOE Stormwater Capacity Grant, to cover the expense. This purchase agreement will provide support through September 16, 2017.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize the Mayor to execute a Purchase Agreement with Cartegraph Systems, Inc. for the Cartegraph Storm Module.

Purchase Agreement

Cartegraph is pleased to present this Purchase Agreement for the implementation of world class technology solutions. This Purchase Agreement is made and entered into between City of Gig Harbor (hereinafter referred to as "**Customer**" or "**Licensee**") and **Cartegraph Systems, Inc.** (hereinafter referred to as "**Cartegraph**"). This Purchase Agreement is intended to supplement, clarify, and amend the Master Agreement previously executed between **Cartegraph** and **Customer**. In the case that any terms or conditions provided in the Master agreement differ from, are provided in more detail by, or are made irrelevant by the terms and conditions provided in this Purchase Agreement, the terms in this Purchase Agreement shall control. For all terms and conditions not addressed by this Purchase Agreement, the Master Agreement #MA023, dated August 13, 2014 shall control.

Customer Bill To: Greg Foote City of Gig Harbor 3510 10 Grandview Street Gig Harbor, WA 98335 253-851-6174	Customer Ship To: Same
--	----------------------------------

Investment Summary

Cartegraph's proposed fees for this project are included in the summary below.

Date: January 7, 2015 **Purchase Agreement Expiration Date:** January 30, 2015 **Purchase Agreement No.:** #PA074

	Purchase Type	Qty.	Unit Price	Total Price
YEAR 1				
SOFTWARE PRODUCTS				
Cartegraph OMS – Standard Edition	Per-user Subscription License, Cartegraph Cloud Deployment (Prorated to current renewal thru 9/16/15)	1	\$1,000.00	\$1,000.00
FIELD SERVICES				
Implementation Services	Fixed Fee Service	1	\$6,000.00	\$6,000.00
YEAR 1 SUB-TOTAL				\$7,000.00
YEAR 2				
SOFTWARE PRODUCTS				
Cartegraph OMS – Standard Edition	Per-user Subscription License, Cartegraph Cloud Deployment, 9/17/15 – 9/16/16	1	\$1,500.00	\$1,500.00
YEAR 2 SUB-TOTAL				\$1,500.00
YEAR 3				
SOFTWARE PRODUCTS				
Cartegraph OMS – Standard Edition	Per-user Subscription License, Cartegraph Cloud Deployment, 9/17/16 – 9/16/17	1	\$1,500.00	\$1,500.00
YEAR 3 SUB-TOTAL				\$1,500.00
TOTAL COST (3-YEAR TERM)				\$10,000.00

Payment Terms and Conditions

In consideration for the Services and Products provided by **Cartegraph** to **Customer**, **Customer** agrees to pay **Cartegraph** Software Costs and Professional Service Fees in U.S. Dollars as described below:

1. **Delivery:** Software Products shall be licensed upon acceptance of this Purchase Agreement. If applicable, Services will be scheduled and delivered upon your acceptance of this Purchase Agreement, which will be considered as your notification to proceed.
2. **Services Scheduling:** **Customer** agrees to work with **Cartegraph** to schedule Services in a timely manner. All undelivered Services shall expire 365 days from the signing of this Purchase Agreement.
3. **Software Invoicing:** The Software Subscription Licenses fee will be due in annual installments 15 days prior to the anniversary of the initial term as follows:
 - a. \$1,000.00 due upon execution of Purchase Agreement
 - b. \$1,500.00 due 15 days prior to 1st year anniversary of term start date, 9/17/2015.
 - c. \$1,500.00 due 15 days prior to 2nd year anniversary of term start date, 9/17/2016.
4. **Field Services Invoicing:** Invoicing for the Field Services fee shall occur upon the acceptance of this Purchase Agreement and shall be invoiced as follows:
 - a. Invoicing for the Field Services fee shall occur upon the execution of the Purchase Agreement.
5. **Expenses:** In providing the services included in this Purchase Agreement, **Cartegraph** shall be reimbursed for any reasonable out-of-pocket costs, including, but not limited to, travel, lodging, and meals. Out-of-pocket expenses are billed based on actual costs incurred and are due separately.
6. **Payment Terms:** All payments are due Net 30 days from date of invoice.

BY EXECUTING THIS PURCHASE AGREEMENT, CUSTOMER ACKNOWLEDGES THAT IT HAS REVIEWED THE TERMS, CONDITIONS, FEES AND CHARGES PROVIDED HEREIN AND IN THE MASTER AGREEMENT, AS WELL AS ANY OTHER EXHIBITS TO THE MASTER AGREEMENT, AND CUSTOMER AGREES TO BE LEGALLY BOUND BY EACH SUCH AGREEMENT.

Cartegraph Systems, Inc.

City of Gig Harbor

By _____
(Signature)

By _____
(Signature)

_____ Randy L. Skemp
(Type or print name)

(Type or print name)

Title Executive Vice President/CRO

Title _____

Date _____

Date _____

Cartegraph Systems, Inc.

Addendum A - Software Products

Cartegraph hereby pledges to issue software licenses in the agreed upon quantities specified in your Investment Summary. The "Software," as defined in Master Agreement #MA023, consists of developed and supported technology products available from Cartegraph.

In addition to full access to Cartegraph licensed software, your organization will receive:

1. Unlimited Technical Support

Mon – Fri, 7am – 7pm (Central time)

- a. Phone: 877 647.3050 (toll free)
- b. Email: support@cartegraph.com

2. User Assistance

- a. ***Remote Assistance***
Use the WebEx Remote Assistance link at cartegraph.com and get hands-on Technical Support delivered via the web.
- b. ***Live Chat***
Get your technical questions answered quickly and conveniently using the Live Chat option located in the Client Center and your Cartegraph Operations Management System.
- c. ***Email***
Send Application Log and trace files electronically and let Cartegraph staff analyze how the system was being used when the issue arose.
- d. ***File Transfer Protocol (FTP)***
Easily exchange large files and communicate with Cartegraph staff using our secure FTP site.

3. Updates and Enhancements

- a. Priority notification about upgrades and enhancements available for your Cartegraph software.
- b. Complimentary assistance from Cartegraph Technical Support staff as you navigate the software upgrade process.

4. Client Center Access

- a. Visit the Client Center at cartegraph.com to search and browse the extensive library of Cartegraph learning resources, including technical documents and instructional videos.

- b. Sign-up for free online Cartegraph training sessions focused on topics that will help you and your staff use the software more effectively.

5. User Events

- a. Get live training and meet other Cartegraph users in your region at free Cartegraph User Group meetings.

BY EXECUTING THIS PURCHASE AGREEMENT, CUSTOMER ACKNOWLEDGES THAT IT HAS REVIEWED THE TERMS, CONDITIONS, FEES AND CHARGES PROVIDED HEREIN AND IN THE MASTER AGREEMENT, AS WELL AS ANY OTHER EXHIBITS TO THE MASTER AGREEMENT, AND CUSTOMER AGREES TO BE LEGALLY BOUND BY EACH SUCH AGREEMENT.

Cartegraph Systems, Inc.

By _____
(Signature)

Randy L. Skemp
(Type or print name)

Title Executive Vice President/CRO

Date _____

City of Gig Harbor

By _____
(Signature)

(Type or print name)

Title _____

Date _____

Cartegraph Systems, Inc.

Addendum B - Field Services (Fee for Service)

The Fee for Field Service Implementation Services as listed in the *Investment Summary* of the Purchase Agreement are specific Cartegraph services which will be delivered to the Customer based on the descriptions below and any descriptions that may be found in the Purchase Agreement's Exhibits. Cartegraph will coordinate with the Customer on service delivery expectations and timeframes. This is an addendum to Customer's Master Agreement #MA023.

OMS Standard Edition – Implementation Service Scope of Work

Implementation of our Operations Management System (OMS) - Standard Edition includes the following professional services:

- Out of the box installation of:
 - Asset Management solutions for: Storm Basin, Storm Channel, Storm Culvert, Storm Inlet, Storm Manhole, Storm Outlet, and Storm Pipe
- OMS Training as it relates to the assets listed above
 - Overall OMS training:
 - Home Screen
 - Logins/Permission
 - Layers
 - Filters
 - Maps
 - Grids
 - System Navigation
 - Views (List & Detail)
 - Attachments
 - Request Management training
 - Work Management training:
 - Create Task(s) (Asset/Non-Asset)
 - Assignments (Add, Edit, Remove)
 - Task Menu Actions
 - Related Work Items
 - Create Work Order
 - Associate Task to WO
 - Repeat Work Orders
 - Work Order Menu Actions
 - Enter Resources
 - Timesheets
 - Activity library (Applies to Asset, Inspection, Key Dates, Cost, Productivity, Impacts)
 - Asset Management training:
 - Asset solution details
 - Inspections
 - Linked assets (if applicable)
 - Performance Management
 - Resource Management training:
 - Resource Details
 - Labor/Equipment Rates
 - Cartegraph for iPad
 - Create Task(s) (Asset/Non-Asset)
 - Create Assets
 - Layers
 - Proximity & Priority Sorting
 - Live Lists
- In addition to the above services, Cartegraph will provide:
 - A one-time GIS Conversion Service (for the assets listed above) that will convert Esri GIS data (shapefiles or feature classes) into OMS. The service will also include:

- Client consultations to define field maps between GIS and OMS fields.
 - Client consultations to guide client's data normalization efforts.
 - Conversion of GIS data into top-level OMS fields.
 - A dedicated Cartegraph Project Manager to facilitate the resource scheduling, timing and other project tasks
 - All training and consultation will be delivered via conference calls and web sessions
- Exclusions:
 - Implementation of any custom modification or integration developed by Cartegraph, customer, or third-party is not included in the scope of this project unless specifically noted.
 - Any items discussed during demonstrations, conference calls, or other events are not included in the scope of this project unless specifically listed herein.
- For the duration of the project, the client will appoint a project coordinator responsible for the following aspects of the project:
 - Approve the Project Status Report
 - Authorize the project work
 - Acceptance of deliverables defined in the Project Status Report
 - Ensure the project is in compliance with and satisfies the requirements of the Project Status Report
 - Consult with the Cartegraph Project Manager on a continuing basis
 - Provide leadership on all issues related to the client, such as policy, organization, staff, technical architecture, data, and current systems.
 - Monitor progress of the project, including the review of Cartegraph regular status reports and managing internal resources.

Customer/Cartegraph Responsibilities

Project representatives from Customer and Cartegraph accepts responsibility for all aspects of project planning, management, and execution not specifically identified as the responsibility of Cartegraph in the Master Agreement or in this Purchase Agreement. Ongoing management of the day-to-day allocation of Customer and Cartegraph resources and management of project tasks is the responsibility of the Customer and Cartegraph project representatives. Customer and Cartegraph project representatives will provide overall guidance and direction for the project and will direct the project accordingly. Further, and with regard to the Cartegraph obligations listed in this Purchase Agreement, Customer understands that it is vital to the success of the project that Customer provides assistance in the following matters:

1. For those services listed under Field Services, Cartegraph personnel will conduct information gathering and evaluation sessions with various Customer users and management. While Cartegraph respects the time and workload of Customer staff, dedicated time on the part of the appropriate Customer resources is necessary to complete these exercises.
2. The installation process requires the assistance of Customer personnel and suitable access to hardware and systems (e.g., security clearance). Customer is required to supervise the installation process while systems are accessible to Cartegraph. All hardware and software, for both Personal Computers and servers, is expected to be available, installed, and operating as specified in Cartegraph's System Requirements documentation such that delivery and execution of Cartegraph Field Services will not be impeded.
3. Customer and Cartegraph understand that the successful performance of Field Services depends upon Customer fulfilling its responsibilities. The Project assumes that Customer will provide all personnel required to achieve a successful implementation.
4. Customer will provide Internet access and IT staff support as required. For those services that are web-based, Cartegraph utilizes WebEx Meeting (or similar) technology.

Customer shall ensure that their workstation platform and database meet Cartegraph system requirements as specified in the Cartegraph System Requirements documentation. Cartegraph Software will be supported within new versions of these workstation platforms and databases within a reasonable period of time from their release from their manufacturer. Cartegraph will discontinue support of its Software within older versions of these workstation platforms and databases as their support is discontinued by their manufacturers.

5. Customer agrees to work with Cartegraph to schedule Field Services in a timely manner. All undelivered Field Services shall expire 365 days from the execution of this Purchase Agreement. Upon expiration of services, the project may be cancelled at Cartegraph's discretion.

Not-to-Exceed Proposal

Cartegraph will not exceed the total included in this Purchase Agreement without written approval from Customer. In the event it becomes apparent to Cartegraph that additional service efforts will be needed due to any changes in the scope of this Purchase Agreement, Cartegraph will notify Customer prior to exceeding the approved efforts and obtain written approval if additional Software or services are required.

BY EXECUTING THIS PURCHASE AGREEMENT, CUSTOMER ACKNOWLEDGES THAT IT HAS REVIEWED THE TERMS, CONDITIONS, FEES AND CHARGES PROVIDED HEREIN AND IN THE MASTER AGREEMENT, AS WELL AS ANY OTHER EXHIBITS TO THE MASTER AGREEMENT, AND CUSTOMER AGREES TO BE LEGALLY BOUND BY EACH SUCH AGREEMENT.

Cartegraph Systems, Inc.

By _____
(Signature)

Randy L. Skemp
(Type or print name)

Title Executive Vice President/CRO

Date _____

City of Gig Harbor

By _____
(Signature)

(Type or print name)

Title _____

Date _____



Business of the City Council
City of Gig Harbor, WA

Subject: Second Reading of Ordinance – School Impact Fees and Related Housekeeping Items.

Proposed Council Action: Adopt Ordinance No. 1309 updating school impact fees and perform general housekeeping of the Chapter 19.12 of the Gig Harbor Municipal Code.

Dept. Origin: Public Works

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

For Agenda of: January 26, 2015

Exhibits: Ordinance

	Initial & Date
Concurred by Mayor:	<i>JG 1-22-15</i>
Approved by City Administrator:	<i>RW 1-22-15</i>
Approved as to form by City Atty:	<i>VIA EMAIL 1/20/15</i>
Approved by Finance Director:	<i>DR 1/22</i>
Approved by Department Head:	<i>ADL 1/22/15</i>

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

INFORMATION/BACKGROUND

The City has the authority to adopt impact fees to address the impact on school facilities caused by new development, pursuant to RCW 82.02.050 through 82.02.110. The City and the Peninsula School District (District) entered into an Interlocal Agreement in April 2004 establishing duties and responsibilities of the parties with regard to implementation of school impact fees. The last time the District requested an adjustment to the City’s school impact fee was 2007.

In October 2014 the District requested the City amend the school impact fee to correspond with the District’s Six-Year Capital Facilities Plan for 2015-2020 and to be consistent with school impact fee changes recently adopted by Pierce County. The District has requested the City adjust the school impact fee annually according to the Consumer Price Index for the Seattle/Tacoma/Bremerton Standard Metropolitan Statistical area (CPI).

The attached ordinance for consideration establishes the school impact fee in the City to match the District’s school impact fee in Pierce County and is consistent with the District’s six-year capital facility plan. The attached ordinance also automatically ties future increases to the school impact fee to the CPI.

Additionally, this ordinance reflects recent changes in state law that allows the City’s school, transportation, and park impact fees to be expended or encumbered for use within ten years instead of the six years as noted in the City’s current code. Lastly, as a general housekeeping measure, this ordinance reflects the City’s desire to make the process for appeals of all impact fees consistent with other City appeal processes.

FISCAL CONSIDERATION

N/A

BOARD OR COMMITTEE RECOMMENDATION

The Public Works Committee at their December 2014 meeting recommended council consideration of this ordinance.

RECOMMENDATION/MOTION

Adopt Ordinance No. 1309 updating school impact fees and perform general housekeeping of the Chapter 19.12 of the Gig Harbor Municipal Code

ORDINANCE NO. 1309

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO IMPACT FEES; ADJUSTING SCHOOL IMPACT FEES AND GENERAL IMPACT FEE PROCESSES; AMENDING SECTIONS 19.12.010, 19.12.070, 19.12.080, 19.12.120, AND 19.12.170 OF THE GIG HARBOR MUNICIPAL CODE; REPEALING SECTION 19.12.130 AND REPLACING WITH NEW SECTION 19.12.130; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City has the authority to adopt impact fees to address the impact on school facilities caused by new development, pursuant to RCW 82.02.050 through 82.02.110; and

WHEREAS, the City and the Peninsula School District (District) entered into an Interlocal Agreement in April 2004 establishing duties and responsibilities of the parties with regard to implementation of school impact fees; and

WHEREAS, the entire limits of the City are located within the District's boundary; and

WHEREAS, the District has requested the City amend the school impact fee to correspond with the District's Six-Year Capital Facilities Plan for 2015-2020 and to be consistent with school impact fee changes recently made by Pierce County; and

WHEREAS, the District has requested the City adjust the school impact fee annually according to the Consumer Price Index for the Seattle/Tacoma/Bremerton Standard Metropolitan Statistical area; and

WHEREAS, recent changes in state law allow school, transportation, and park impact fees collected by the City be expended or encumbered for use within ten years instead of the previous six years; and

WHEREAS, as a general housekeeping measure, the City desires to make the process for appeals of all impact fees consistent with other City appeal processes;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. Section 19.12.010(A) of the Gig Harbor Municipal Code is hereby amended to read as follows:

This chapter is enacted pursuant to the city's police powers, the Growth Management Act as codified in Chapter 36.70A RCW, the impact fee

statutes as codified in RCW 82.02.050 through ~~82.02.400~~ 82.02.110, Chapter 58.17 RCW relating to platting and subdivisions, and the State Environmental Policy Act (SEPA), Chapter 43.21C RCW.

Section 2. Section 19.12.070 of the Gig Harbor Municipal Code is hereby amended to read as follows:

19.12.070 Fee schedules and establishment of service area.

A. Impact fee schedules setting forth the amount of the impact fees to be paid by developers are listed in Appendix B for roads, and Appendix C for parks, and ~~Appendix D* for schools~~, attached to the ordinance codified in this chapter and incorporated herein by this reference.

B. Impact fees for schools to be paid by developers shall be as follows:

1. The amount of the impact fees to be paid by developers for schools effective February 1, 2015 shall be:

Single-Family Residential \$ 3,270 per dwelling unit

Multi-Family Residential \$ 1,725 per dwelling unit

2. The amount of the impact fee shall automatically be adjusted on February 1 of each subsequent year according to the Consumer Price Index for the Seattle/Tacoma/Bremerton Standard Metropolitan Statistical area (utilities) and rounded to the nearest \$1, using January 2015 as the base year.

3. At no time shall the school impact fee imposed by the City exceed the impact fee calculation identified in the school district's Capital Facilities Plan adopted by the school district's Board of Directors.

C. For the purpose of this chapter, the entire city shall be considered one service area.

Section 3. Section 19.12.080(A) of the Gig Harbor Municipal Code is hereby amended to read as follows:

Director Calculates the Fees. The director shall calculate the impact fees set forth in Appendices B and C, more specifically described in the Gig Harbor six-year road plan and the parks, open space and recreation plan. The superintendent shall calculate the school impact fees set forth in GHMC 19.12.070, Appendix D.* The city council shall have the final

decision on the calculation of the impact fees to be imposed under this chapter as set forth in Appendices B and C.

Section 4. Section 19.12.120(E) of the Gig Harbor Municipal Code is hereby amended to read as follows:

The school district shall annually review and update its capital facilities portion of the city's comprehensive plan and submit such updated plan to the city by ~~April~~ July 1st of each year. The school district's updated capital facilities plan shall identify projects that are growth-related, include the amount of school impact fees paid, and may include a proposed school impact fee schedule adjustment.

Section 5. Section 19.12.130 of the Gig Harbor Municipal Code is hereby repealed in its entirety and replaced with the following new Section 19.12.130 to read as follows:

19.12.130 Funding of projects.

A. Park and Transportation Funding

1. An impact fee trust and agency fund is hereby created for parks and transportation fees. The director shall be the manager of the city's fund. The city shall place park and transportation impact fees in appropriate deposit accounts within the impact fee fund.
2. The parks and transportation impact fees paid to the city shall be held and disbursed as follows:
 - a. The fees collected for each project shall be placed in a deposit account within the impact fee fund;
 - b. When the council appropriates capital improvement project (CIP) funds for a park or transportation project on the project list, the park or transportation fees held in the impact fee fund shall be transferred to the CIP fund. The non-impact fee moneys appropriated for the project shall comprise both the public share of the project cost and an advancement of that portion of the private share that has not yet been collected in park or transportation impact fees;
 - c. The first money spent by the director on a project after a council appropriation shall be deemed to be the fees from the impact fee fund;
 - d. Fees collected after a project has been fully funded by means of one or more council appropriations shall constitute reimbursement to the city of

the funds advanced for the private share of the project. The public moneys made available by such reimbursement shall be used to pay the public share of other projects;

- e. All interest earned on impact fees paid shall be retained in the account and expended for the purpose or purposes for which the impact fees were imposed.
3. Projects shall be funded by a balance between impact fees and public funds, and shall not be funded solely by impact fees.
4. Impact fees shall be expended or encumbered for a permissible use for ten years after receipt, unless there exists an extraordinary or compelling reason for fees to be held longer than ten years. The director may recommend to the council that the city hold park or transportation fees beyond ten years in cases where extraordinary or compelling reasons exist. Such reasons shall be identified in written findings by the council.

B. School District Funding

1. The school impact fees paid to the City shall be receipted by the City and transmitted to the school district on a monthly basis.
 2. In accordance with Chapter 82.02 RCW, the school district shall be responsible for establishing and maintaining school impact fee accounts, expending school impact fees, and the refund of any such fees.
- C. The school district and the director shall prepare an annual report on the impact fee accounts showing the source and amount of all moneys collected, earned or received and projects that were financed in whole or in part by impact fees.

Section 6. Section 19.12.170(D)(1) of the Gig Harbor Municipal Code is hereby amended to read as follows:

An appeal of the impact fee after reconsideration may be filed without appealing the underlying permit. ~~This procedure is exempt from the project permit processing requirements in Chapters 19.01 through 19.06 GHMC, pursuant to RCW 36.70B.140.~~ If the developer files an appeal of the underlying permit and the impact fee, the city may consolidate the appeals.

Section 7. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be unconstitutional by a court of competent jurisdiction,

such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 8. Effective Date. This ordinance shall take effect and be in full force and effect on February 1, 2015 and 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 26th day of January 2015.

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: 01/07/15
PASSED BY THE CITY COUNCIL: 01/26/15
PUBLISHED: 01/28/2015
EFFECTIVE DATE: 02/01/2015
ORDINANCE NO: 1309

health, safety and welfare, and whether the proposed amendment is consistent with the Gig Harbor Municipal Code, the Comprehensive Plan and the Growth Management Act (Chapter 36.70A RCW). Area-wide rezones are considered a Type V legislative action (GHMC 19.01.003).

In addition, applications for amendments to the zoning district map may only be approved if all of the following criteria are satisfied:

1. *The application for the zoning district map amendment must be consistent with and further the goals, policies and objectives of the comprehensive plan;*
2. *The application for the zoning district amendment must further or bear a substantial relationship to the public health, safety and general welfare;*
3. *No substantial detrimental effect will be caused by the granting of the application for the amendment;*
4. *The proponents of the application have the burden of proof in demonstrating that conditions have changed since the original zoning or original designation for the property on the zoning district map. (GHMC 17.100.035)*

Gig Harbor Comprehensive Plan:

From Goal 2.2.3 of the Land Use Element of the Comprehensive Plan

a) Residential

Provides primarily for residential uses and facilities that would ordinarily be associated with or closely linked to residential uses and neighborhoods. Two density ranges are defined for residential: RL (urban residential low density, 4.0 dwelling units per acre) and RM (urban residential moderate density, 4.0 - 12.0 dwelling units per acre).

In residential-medium designations, conditional allowance may be provided for professional offices or businesses which would not significantly impact the character of residential neighborhoods. The intensity of the non-residential use should be compatible with the adjacent residential area. Such conditional allowance shall be established under the appropriate land use or zoning category of the development regulations and standards. Use natural buffers or innovative site design as mitigation techniques to minimize operational impacts of non-residential uses and to serve as natural drainage ways.

b) Public/Institutional

Provides primarily for a variety of large scale (10 + acres) public facilities which serves a region or several communities. These can include schools, government (local, state, federal) facilities, correction centers, and essential public facilities as defined in the Essential Public Facilities Section of the Comprehensive Plan.

Planning Commission Analysis:

The Planning Commission's complete analysis and findings on the criteria for approval contained in GHMC 17.100.035 can be found in their enclosed Notice of Recommendation. Below is a summation of their analysis:

- The PI zoning district more properly implements the P/I Land Use designation than the current zoning of Single Family and is consistent with and furthers the goals, policies and objectives of the Comprehensive Plan.
- Correcting these zoning inaccuracies guarantees the continuation of the existing civic sites thus preserving the public investment in those properties.
- No substantial detrimental effect would be caused by the granting of this rezone request. All of the properties within the rezone currently contain uses consistent with the intent of the Public/Institutional Land Use and Public-Institutional zoning.
- Historical maps show that with each set of parcels conditions have changed since the original zoning map was created.

ENVIRONMENTAL ANALYSIS

The SEPA Responsible Official issued a Determination of Non-Significance (DNS) for the proposed amendments on July 16, 2014 as required per WAC 197-11-340(2).

FISCAL CONSIDERATION

None

BOARD OR COMMITTEE RECOMMENDATION

The Planning Commission has recommended approval of this area-wide rezone.

RECOMMENDATION / MOTION

Move to: Hold the Public Hearing and consider ordinance for approval at second reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, APPROVING A CITY-INITIATED REZONE OF 7 PARCELS CONSISTING OF APPROXIMATELY 25 ACRES FROM R-1 ZONING DISTRICTS TO PUBLIC/INSTITUTIONAL DISTRICT (PI); PIERCE COUNTY ASSESSOR PARCEL NUMBERS 0221083155, 0221083119, 0221083156, 0221083118, 0222323019, 0222323018, 0221063042; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF GIG HARBOR; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the current Comprehensive Plan land use designation for 7 parcels within the City, located at the Civic Center, Crescent Creek Park, and Skansie water tower, is Public/Institutional (PI), and the current zoning district for these parcels is Single-Family Residential (R-1); and

WHEREAS, the existing PI comprehensive plan land use designation anticipates publicly owned and institutional uses; and

WHEREAS, the 25 acres subject to this rezone are currently being used for public parks, open space and services; uses which are consistent with Public Institutional District (PI) zoning; and

WHEREAS, the PI zoning district is the only zoning district which implements the PI land use designation; and

WHEREAS, the proposed rezone is a Type V action as defined in GHMC 19.01.003(B) for area-wide zoning map amendments; and

WHEREAS, a final decision for a Type V application shall be rendered by the City Council after a recommendation from the Planning Commission as per GHMC 19.01.003(A); and

WHEREAS, the Planning Commission held work study sessions on June 19, 2014 and July 17, 2014 and held a public hearing on the area-wide rezone on August 7, 2014, and recommended approval; and

WHEREAS, on January 15, 2015, the proposed area-wide rezone was sent to the Washington Department of Commerce pursuant to RCW 36.70A.106; and

WHEREAS, a SEPA threshold determination of non-significance (DNS) for the proposed rezone was issued on July 16, 2014 and was not appealed; and

WHEREAS, the Gig Harbor City Council considered the Ordinance at first reading and public hearing on January 26, 2015; and

WHEREAS, on _____, 2015, 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. Criteria. Zoning map amendments are addressed in Chapter 17.100 of the Gig Harbor Municipal Code. Applications for amendments to the zoning district map may only be approved if all of the following criteria are satisfied:

- A. The application for the zoning district map amendment must be consistent with and further the goals, policies and objectives of the comprehensive plan;
- B. The application for the zoning district amendment must further or bear a substantial relationship to the public health, safety and general welfare;
- C. No substantial detrimental effect will be caused by the granting of the application for the amendment;
- D. The proponents of the application have the burden of proof in demonstrating that conditions have changed since the original zoning or original designation for the property on the zoning district map. (GHMC 17.100.035)

Section 2. Findings. The City Council considered the recommendation of the Planning Commission, and makes the following findings in relation to the criteria of approval in section 1 above:

- A. The Comprehensive Plan has designated this area Public/Institutional (PI). The Public/Institutional District (PI) zoning more properly implements the PI comprehensive plan designation than the present R-1 zoning districts. The proposal to rezone the subject properties to PI is consistent with and furthers the goals and policies of the Comprehensive Plan.
- B. Correction of these zoning inaccuracies guarantees the continuation of the existing civic uses thus preserving the public investment in the properties. Any future expansion or development proposed for the city sites will require standards that address safety and public health.
- C. No substantial detrimental effect would be caused by the granting of this rezone request. The properties within the rezone area currently contain uses consistent with the intent of the PI zoning district: Publically owned properties.

D. The properties proposed for rezone have historically been inaccurately zoned low-density residential. Development of the sites has always been in line with the land use designation of Public Institutional, it is the intent of this rezone to establish accurate zoning districts that align with the existing uses.

Section 3. Rezone. As shown on Exhibit "A" attached hereto and incorporated by this reference, including tax parcel numbers: 0221083155, 0221083119, 0221083156, 0221083118, 0222323019, 0222323018, 0221063042, are hereby rezoned from R-1 to Public/Institutional District (PI).

Section 4. Zoning Map. The Planning Director is hereby instructed to effectuate the necessary changes to the Official Zoning Map of the City in accordance with the zoning established by section 3.

Section 5. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 6. Effective Date. This ordinance shall take effect (5) days after passage and publication of an approved summary thereof consisting of the title.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this ____ day of _____, 2015.

CITY OF GIG HARBOR

Mayor Jill Guernsey

ATTEST/AUTHENTICATED:

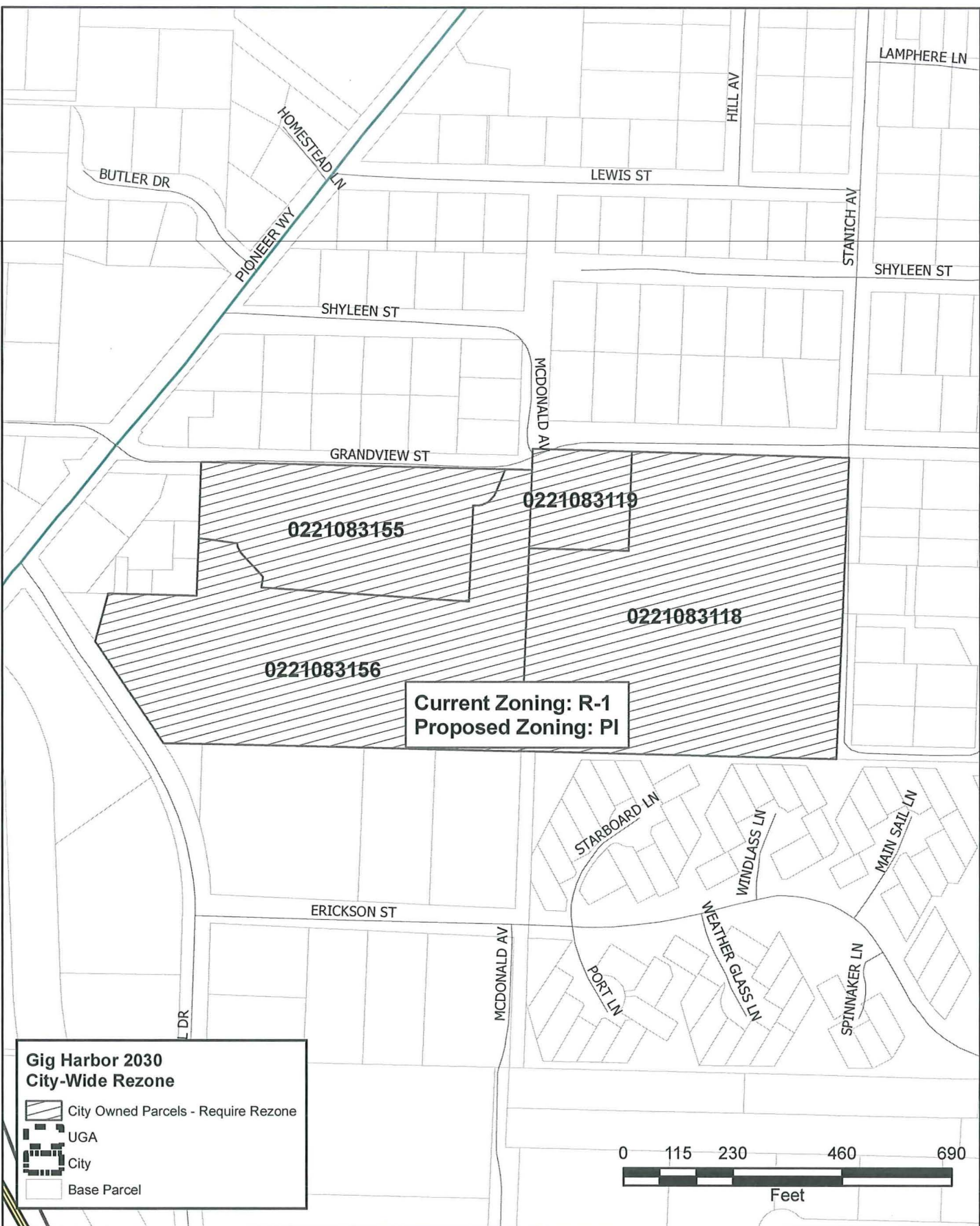
Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Angela Summerfield

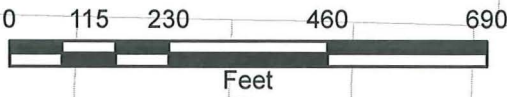
FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:

PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO:



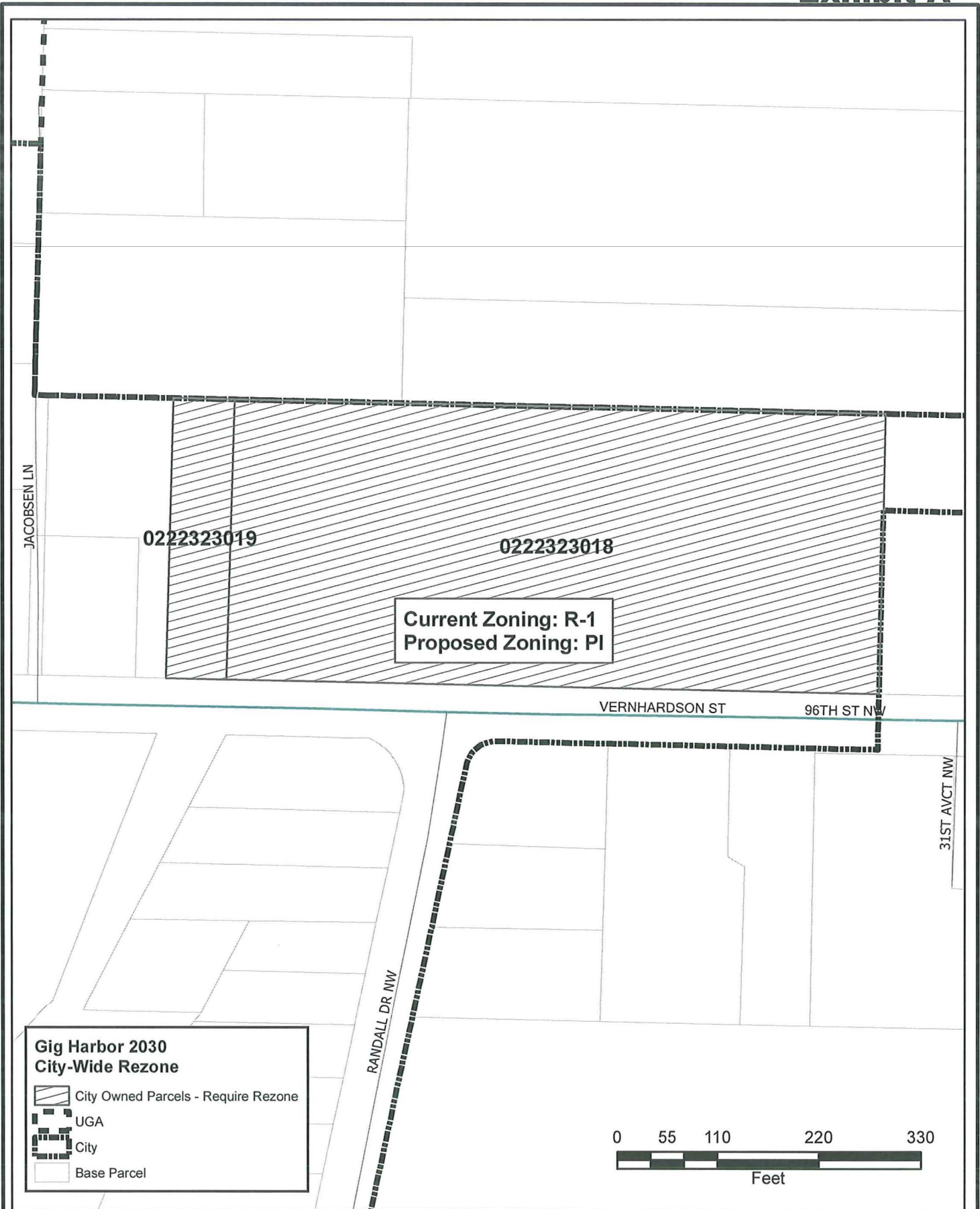
**Gig Harbor 2030
 City-Wide Rezone**

-  City Owned Parcels - Require Rezone
-  UGA
-  City
-  Base Parcel



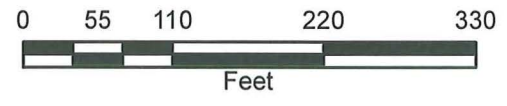
**City-Owned Parcels for Rezone
 Civic Center, Skate Park, Grandview Forest Park**



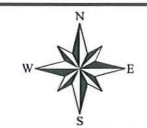


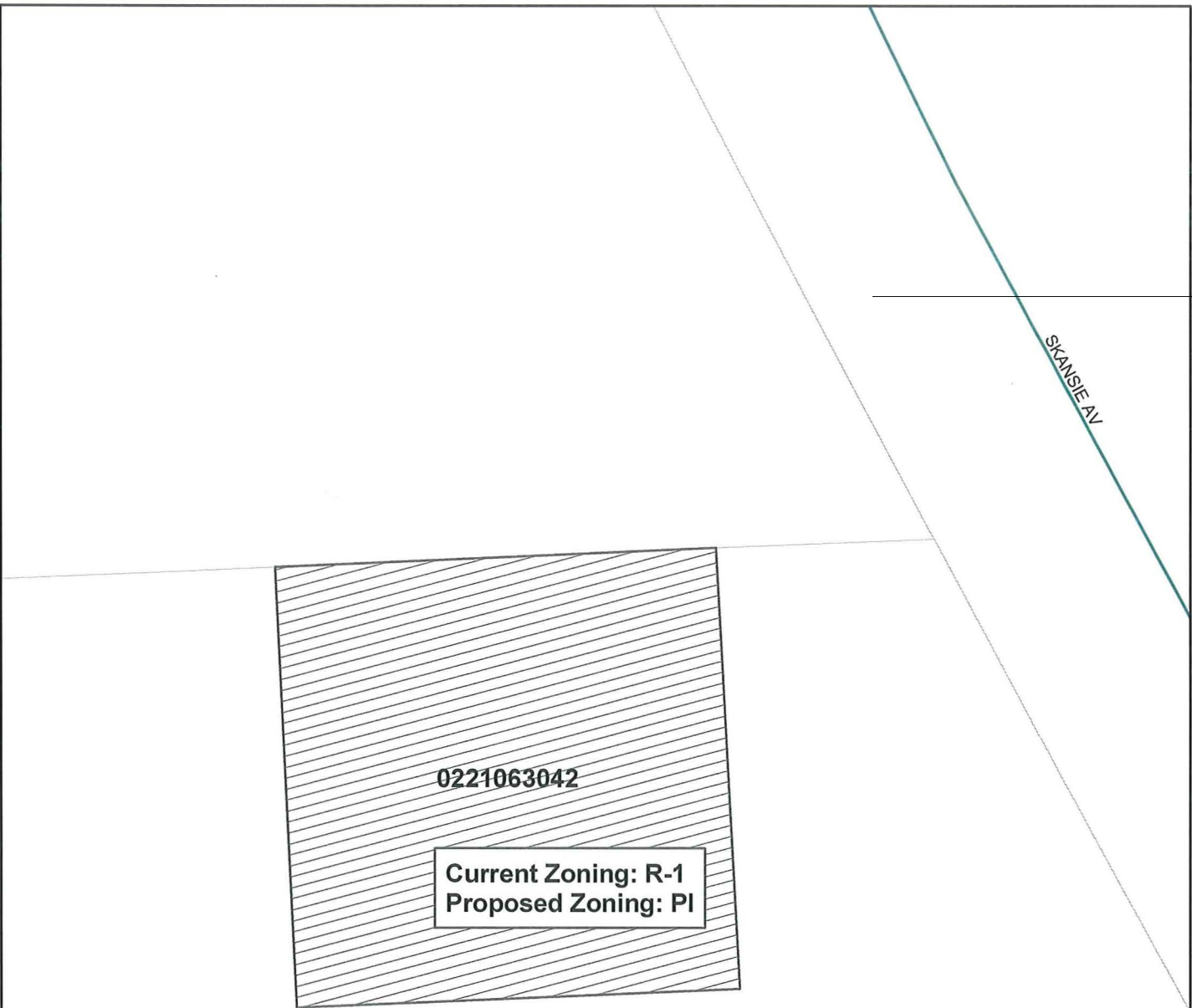
**Gig Harbor 2030
City-Wide Rezone**

- City Owned Parcels - Require Rezone
- UGA
- City
- Base Parcel



**City-Owned Parcels for Rezone
Crescent Creek Park**





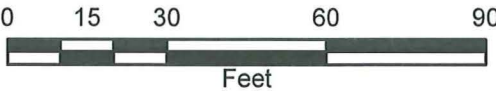
0221063042

Current Zoning: R-1
Proposed Zoning: PI

SKANSIE AV

**Gig Harbor 2030
City-Wide Rezone**

-  City Owned Parcels - Require Rezone
-  UGA
-  City
-  Base Parcel



**City-Owned Parcels for Rezone
Skansie Avenue Water Tower**





DEVELOPMENT SERVICES

NOTICE OF RECOMMENDATION

CITY OF GIG HARBOR PLANNING COMMISSION PL-ZONE 14-0004

TO: Mayor Guernsey and Members of the Council
FROM: Jim Pasin, Chair, Planning Commission
RE: PL-ZONE-14-0004: AREA-WIDE REZONE "GIG HARBOR 2030"

Washington State Growth Management Act requires land use and zoning consistency through the Gig Harbor 2030 Update. Planning Commission reviewed an area-wide rezone to correct inconsistencies between the land use designation and zoning district designation of seven (7) city-owned parcels in three locations consisting of approximately 25 acres. The current land use designation for these properties is Public/Institutional. The current zoning district for these properties is Single Family Residential.

The Planning Commission held two work study sessions on this area-wide rezone on June 19, 2014 and July 17, 2014 and a public hearing on the rezone was held on August 7, 2014.

After the public hearing, the Planning Commission recommended approval of the area-wide rezone as shown in the attached maps based on the criteria for approval in GHMC 17.100 and review of relevant Comprehensive Plan policies and goals.

Criteria for Approval

Applications for amendments to the zoning district map may only be approved if all of the criteria in GHMC 17.100 are satisfied. The Planning Commission makes the following findings for each of the criterion for approval:

- 1. The application for the zoning district map amendment must be consistent with and further the goals, policies and objectives of the comprehensive plan;*

The Comprehensive Plan has designated this area as the Public/Institutional Land Use. The Public-Institutional zoning district more properly implements the Public/Institutional Land Use designation objectives than the present Single Family Residential zoning district. The proposal to rezone the subject properties to the (PI) zoning district is consistent with and furthers the goals, policies and objectives of the Comprehensive Plan more than the current zoning as shown in the relevant Comprehensive Plan goals and polices section.

2. *The application for the zoning district amendment must further or bear a substantial relationship to the public health, safety and general welfare;*

Correcting these zoning inaccuracies guarantees the continuation of the existing civic sites thus preserving the public investment in those properties. Any future expansion or development proposed for the city-owned sites will require standards that address safety and public health.

3. *No substantial detrimental effect will be caused by the granting of the application for the amendment;*

No substantial detrimental effect would be caused by the granting of this rezone request. All of the properties within the rezone currently contain uses consistent with the intent of the Public/Institutional Land Use and Public-Institutional zoning.

4. *The proponents of the application have the burden of proof in demonstrating that conditions have changed since the original zoning or original designation for the property on the zoning district map.*

The July 1966 Town of Gig Harbor Zoning Map shows the Grandview Forest Park parcel zoned as "Parks". The adjacent parcels currently being used for the Civic Center, Skate Park, and Civic Green were zoned as "Schools" in 1966. These uses allowed under the previous zoning districts of "Schools" and "Parks" are now allowed under the current land use of Public/Institutional. Similarly, Crescent Creek Park was zoned "Parks" and is now a Public/Institutional land use.

In the 1998 Land Use Map, the above named parcels were designated as the Public/Institutional Land Use. However, a Zoning District Map updated in 1998 shows all of the above parcels zoned as Single-Family Residential. In 1966 the uses were public and institutional uses and the zoning district was equivalent to the current Public-Institutional district ("Parks" and "Schools"). The City established a Land Use Map in 1998 that reflects the 1966 zoning, but changed the zoning district for those parcels to Single-Family Residential. That zoning district now inaccurately reflects the intended purpose of these properties.

In 1998 the land use of the Skansie Drive water tower parcel was Public/Institutional while the zoning was Single Family Residential. Residential zoning is inappropriate zoning for a public water tower. The previous zoning map from 1966 shows the parcel as outside city limits.

Relevant Comprehensive Plan Goals and Policies

Goal 2.2.3. Generalized Land Use Categories

Generalized land use categories are identified to serve as a basis for establishing or accommodating the more detailed zoning code designation. The Comprehensive Plan defines eight generalized land use categories:

a) **Residential**

Provides primarily for residential uses and facilities that would ordinarily be associated with or closely linked to residential uses and neighborhoods. Two density ranges are defined for residential: RL (urban residential low density, 4.0 dwelling units per acre) and RM (urban residential moderate density, 4.0 - 12.0 dwelling units per acre).

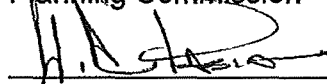
In residential-medium designations, conditional allowance may be provided for professional offices or businesses which would not significantly impact the character of residential neighborhoods. The intensity of the non-residential use should be compatible with the adjacent residential area. Such conditional allowance shall be established under the appropriate land use or zoning category of the development regulations and standards.

Use natural buffers or innovative site design as mitigation techniques to minimize operational impacts of non-residential uses and to serve as natural drainage ways.

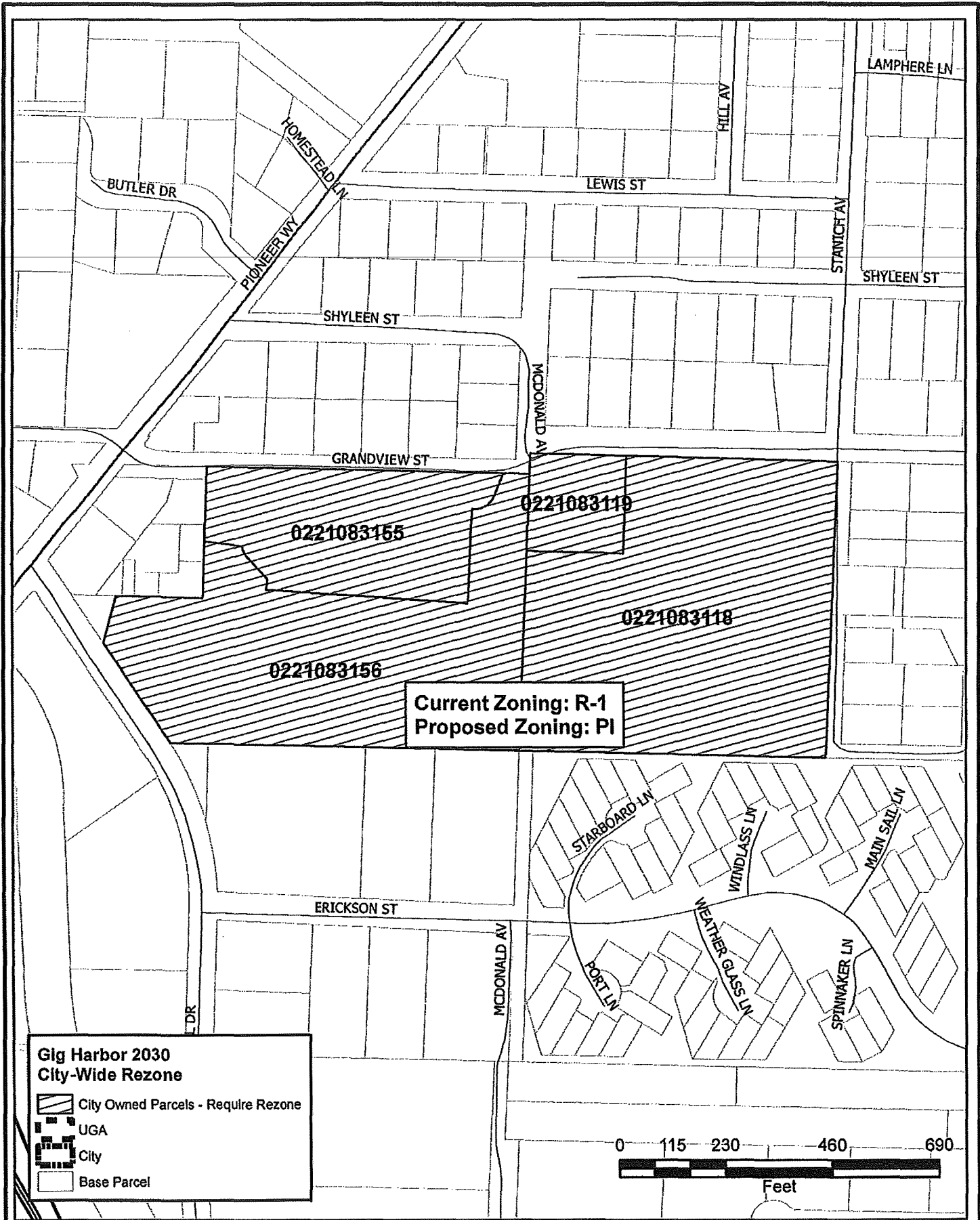
b) **Public/Institutional**

Provides primarily for a variety of large scale (10 + acres) public facilities which serves a region or several communities. These can include schools, government (local, state, federal) facilities, correction centers, and essential public facilities as defined in the Essential Public Facilities Section of the Comprehensive Plan.

Jim Pasin, Chair
Planning Commission







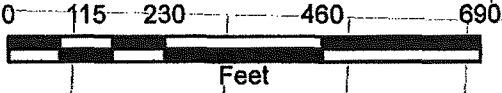
Date 8/21/2014



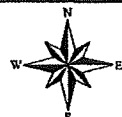
Current Zoning: R-1
Proposed Zoning: PI

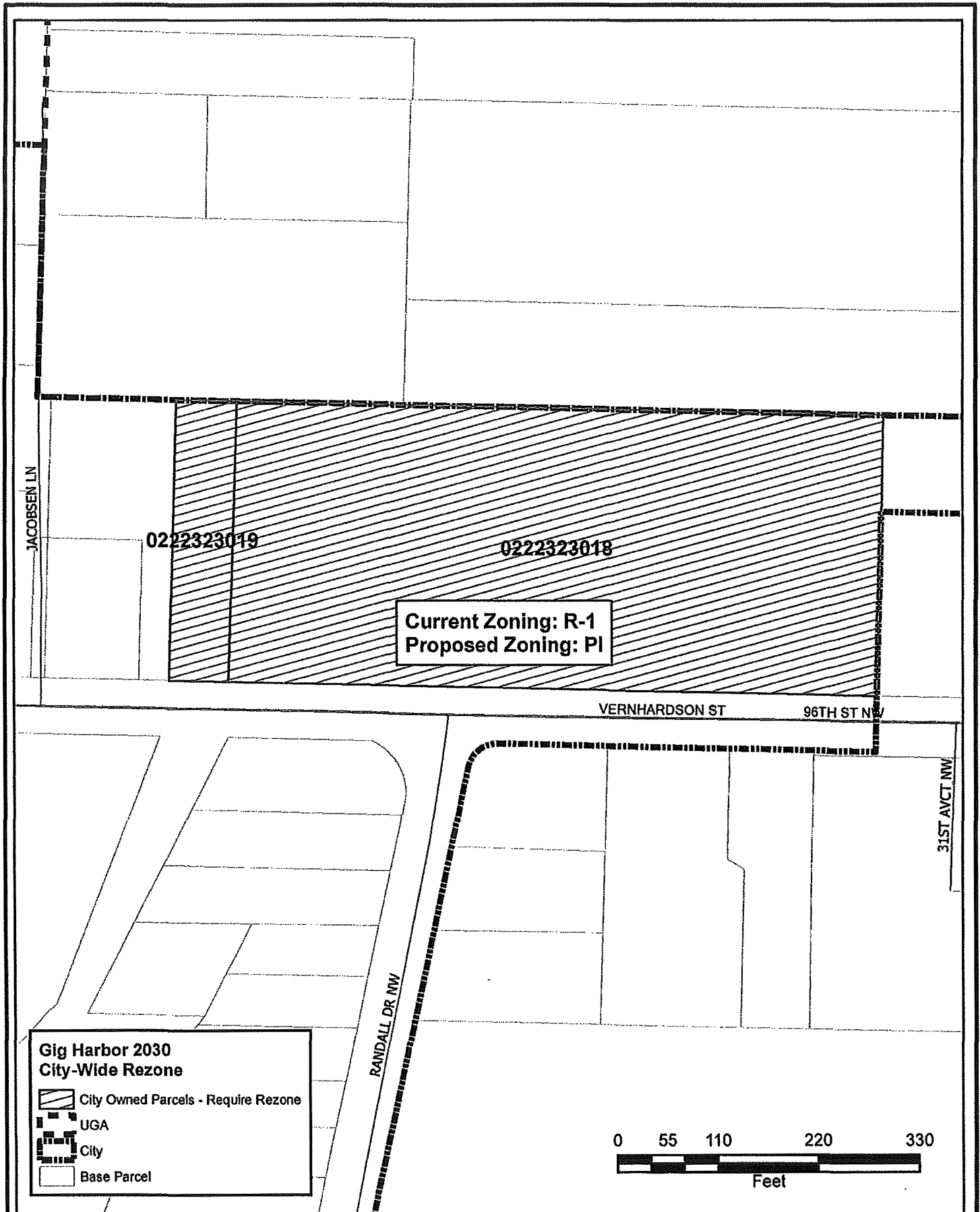
**Gig Harbor 2030
City-Wide Rezone**

-  City Owned Parcels - Require Rezone
-  UGA
-  City
-  Base Parcel



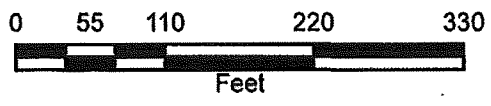
**City-Owned Parcels for Rezone
Civic Center, Skate Park, Grandview Forest Park**



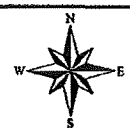


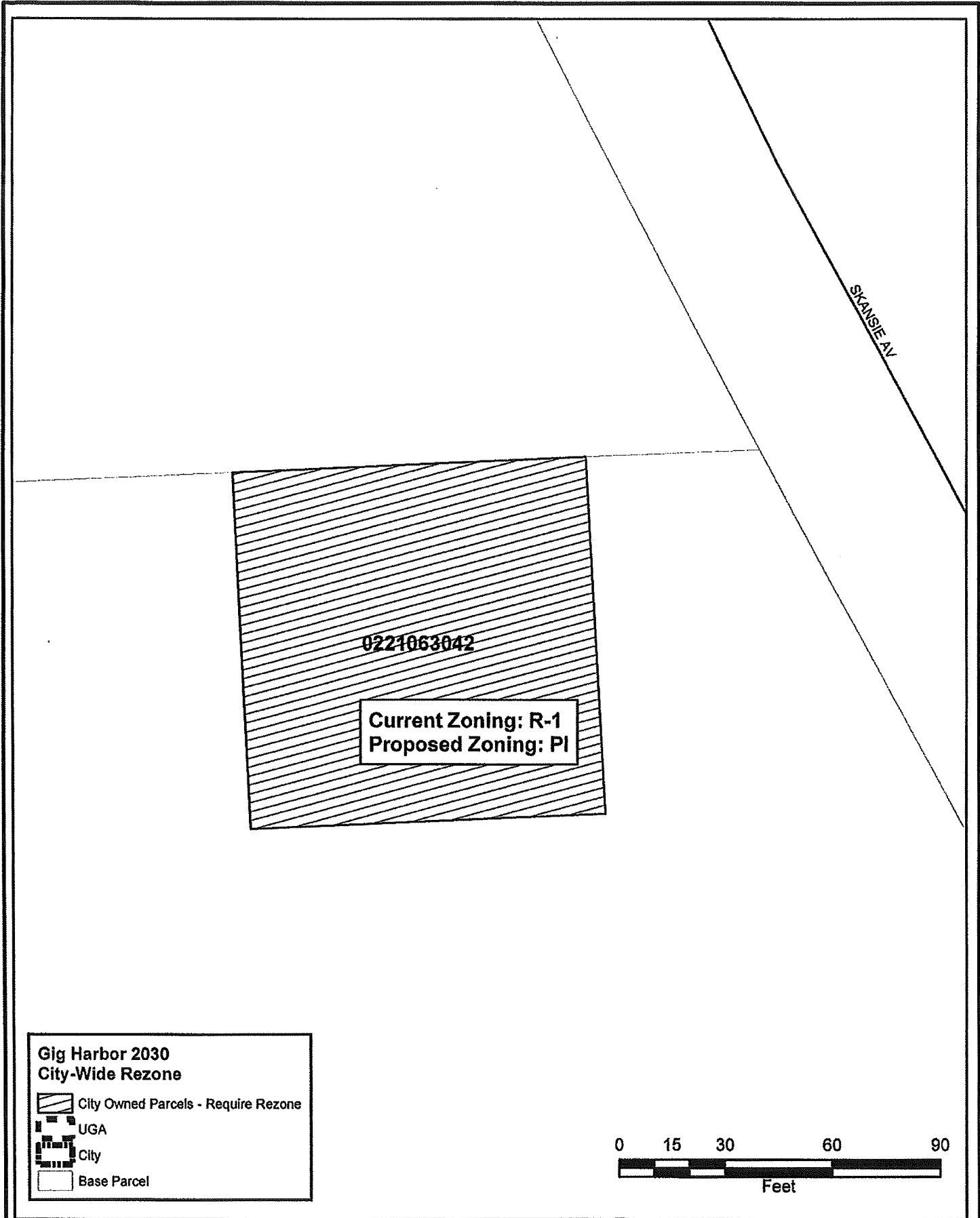
**Gig Harbor 2030
City-Wide Rezone**

- City Owned Parcels - Require Rezone
- UGA
- City
- Base Parcel



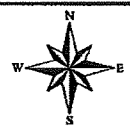
**City-Owned Parcels for Rezone
Crescent Creek Park**





**Gig Harbor 2030
City-Wide Rezone**

- City Owned Parcels - Require Rezone
- UGA
- City
- Base Parcel



**City-Owned Parcels for Rezone
Skansie Avenue Water Tower**

Draft 071714



Planning Department

<u>MEETING TYPE</u>	Planning Commission
<u>MEETING DATE</u>	June 19th, 2014
<u>STAFF</u>	Jennifer Kester, Lindsey Sehmel, Diane McBane
<u>PRESENT</u>	Jim Pasin, Harris Atkins, Pamela Peterson, Craig Baldwin, Rick Gagliano, Bill Coughlin
<u>START TIME</u>	5:00 p.m.

Work Study

1. **Gig Harbor 2030 – Land Use Element:** Continued discussion of proposed updates to the Land Use Element which include:

Land-Use and Zoning chart and map exercise

Discussion: How to address inconsistencies between land use designations and zoning. Do we rezone within the 2030 update or at a later date?

Decision: Purdy UGA – Zone at annexation
City owned parcels – Rezone to Public Institutional
Privately owned parcels – Property owners will need to apply for rezones, except for the orthopedic guild property needs to be changed from public institutional land use to commercial/business prior to them being able to rezone. Change the title of the residential high land use designation to residential/business transition or something similar in order to more accurately depict the intent of the designation.

Centers of Local Importance. Updated maps and language since 6/5/14.

Discussion: Updated language in land use element and the boundaries of each center.

Decision: Downtown – Leave as is.
Kimball – Remove Grandview Forest Park.
Add property at 38th Ave. between the interchange and Tacoma Community College
Westside – Keep as is.

Gig Harbor North – Keep the interchange
Remove single family at the northern edge north of the
apartments.

Discussion: Should we include the head of the bay as a Center of Local Importance.

Decision: Add Head of the Bay Center of Local Importance for the open house and solicit public input.

- Annexation phasing. Discussion was held on the updated location descriptions since 6/5/14
- New goal and policies for addressing physical activity.

Discussion: Goal 2.9

Decision: Add waterways to 2.9.3 or as a new policy.
Add parks to 2.9.6
Remove 1st sentence in 2.9.1
Rewrite the introduction as the word “activity” is used 3 times.

2. Gig Harbor 2030 – Housing Element: Discussion of proposed updates to the Land Use Element which include:

- Housing and Population updates

Decision: Fix language in housing, occupation and tenure introduction.
Add new policy 5.4.3
Increase table 2 beyond 75k income level
Fix reference to 2012 US Census
Remove all the interest rate details on page 5-10.

- New goal for installation of solar panels on single family homes.

Decision: Put goal for solar panels within the Design Element.

- Affordable Housing updates including recommendations from Habitat for Humanity since the June 5th meeting.

Decision: Add zoning mechanisms for affordable housing to goal 5.8

Further discussion on the housing element will be held at the next meeting.

- 3. Discussion of officers for the Commission** – Officers will be voted on at the next meeting with the new member present.
- 4. Trees and Landscaping amendment recommendation** – This item was not discussed as the draft language had not been completed.

Adjournment:

Motion: Move to adjourn at 7:22 p.m. Pasin/Coughlin – Motion carried.



Planning Department

<u>MEETING TYPE</u>	Planning Commission
<u>MEETING DATE</u>	7/17/14
<u>SCRIBE</u>	Meagan Fabiani
<u>PRESENT</u>	Jim Pasin, Craig Baldwin, Rick Gagliano, Pamela Peterson, Bill Coughlin, Reid Ekberg, Spencer Hutchins, Staff Jennifer Kester, Lindsey Sehmel, Intern Christian Shope
<u>START TIME</u>	5:04 PM
<u>ADJOURN</u>	7:10 PM

Agenda topics

<u>DISCUSSION</u>	Approval of meeting minutes requested for March 20 th , April 17 th , May 1 st , May 29 th and June 5 th , 2014.
	New PC member Spencer Hutchins is introduced.
<u>DIRECTION</u>	
	PC member Coughlin moves to approve minutes for March 20 th , member Baldwin seconds, minutes approved.
	PC member Gagliano moves to approve minutes for April 17 th , member Peterson seconds, minutes approved.
	PC member Gagliano moves to approve minutes for May 1 st , member Peterson seconds, minutes approved.
	PC member Coughlin moves to approve minutes for May 29 th , member Ekberg seconds, minutes approved.
	PC member Gagliano moves to approve minutes for June 5 th , member Coughlin seconds, minutes approved.

<u>DISCUSSION</u>	Item 1: Appointment of Officers for Planning Commission
	New Chair and Vice Chair appointments need to be made for remainder of year.
	PC member Gagliano nominates former Vice Chair Pasin for Chair, member Coughlin seconds.
	PC member Gagliano nominates member Ekberg for Vice Chair, member Baldwin seconds.
	PC member Peterson nominates member Coughlin for Vice Chair. No second, motion failed.
<u>DIRECTION</u>	
	Former Vice Chair Pasin is unanimously appointed as new Chairperson.
	PC members Gagliano, Baldwin and Ekberg vote in favor of Ekberg for vice-chair, Ekberg appointed by a Vote of 3 to 2. PC member Hutchins abstains from voting.

DISCUSSION | Item 2: Discussion of August 7th Open House and Public Hearing to follow

Ms. Sehmel presents plans for August 7th Open House & Public Hearing for presentation of Land Use and Housing Elements. Ms. Sehmel requests direction on location of Open House and Public Hearing. Main stations for Open House presented as Centers of Local Importance (CoLI's), City-wide land use amendments and area-wide rezone of the 7 City owned parcels. These include the Civic Center and the four parcels associated with it, Skansie Avenue water tower and Crescent Creek Park. Two Public Hearings will be held on August 7th, one on housing and land use and one on the rezone. Intern Christian Shope explains proposed presentations of stations for the Open House.

DIRECTION

PC directs staff to hold the August 7th Open House and Public Hearing in the Council Chambers. When presenting the CoLI's at the Open House, PC requests that staff explain to the public how the designation will affect property owners in those areas. Staff will provide a memo and a PowerPoint presentation explaining the full spectrum of amendments to attendee's prior to the Open House. General notice email list and Gig Harbor 2030 email list will be used to notify the public of the Open House and Public Hearing. Direct-mail notice will be sent to property owners in the CoLI's and rezone areas by July 30th.

DISCUSSION | Item 3: Gig Harbor 2030-Land Use Element

Ms. Sehmel presents new language to the Land Use designation portion of element to be reviewed in regards to the residential high transition, amended residential low/medium and new Land Use designation of Downtown business.

DIRECTION

PC directed staff to:

- Amend description of Downtown Business on page 2-10, letter f.) to read: "Provides a broad range of goods and services while maintaining the traditional scale and character of Downtown Gig Harbor. The moderate commercial intensity in downtown is and should be compatible with nearby single family residential and should provide for services identified in the adopted Harbor Element."
- On page 2-6, Policy 2.1.7 "Centers of Local Importance", strike the 3^d sentence from the Paragraph.
- Page 2-7, description of the Finholm District should be re-worded to be clear that it is bordered on 3 sides by single family residential and on 1 side by a water body.
- Page 2-8, Policy 2.2.3 General Land Use Categories a.) Residential Low: add and re-word some language about natural buffers and site design, specifically in regards to the aspect of natural drainage ways.

- Page 2-18, Goal 2.9: amend the last sentence to read “These approaches should be utilized in conjunction to provide a framework for places that provide enjoyable, accessible opportunities which support physical day to day activity.”
 - Policy 2.9.3: amend to read: “Coordinate non-motorized improvements to promote continuous trails.”
- The materials for the Open House will reflect today’s amendments. Staff to work on presentation questions To identify what uses a CoLI can provide for Gig Harbor other than transportation dollars.

DISCUSSION	Item 4: Gig Harbor 2030 Housing Element
Ms. Sehmel presents changes to Chapter 5 Housing Element that address language and table updates.	
<ul style="list-style-type: none">• Language and table updates on pages 5-5 and 5-10 of draft element.• Affordable Housing updates including recommendations from Habitat for Humanity since the June 5th meeting.	
DIRECTION	
PC directed staff to: Strike the Housing Occupancy & Tenure paragraph on page 5-5. Add a	
<ul style="list-style-type: none">• Strike the housing occupancy & enure paragraph on page 5-5.• Add a footnote under Housing Affordability Income Characteristics Table 2 that states “According to 2010 census data, the vacancy rate in the city is about 12.7%.• Update table 3 to reflect table 2• On page 5-8, Policy 5.5.4, change the headline to “Allow the transfer of City owned property for Affordable housing needs” and the description to “Appropriate properties owned by the City of Gig Harbor should be considered to address affordable housing needs.”• Page 5-12, Policy 5.6.6 a.) change tax “breaks” to tax “relief”.• Page 5-13, Policy 5.7.2 : Staff to research the background of this goal and how it impacts the Design Review Manual.	
Motion to adjourn by PC member Peterson, second by Vice Chair Ekberg, meeting adjourned.	

Minutes
City of Gig Harbor Planning Commission
Open House & Public Hearing
Gig Harbor Civic Center
Thursday, August 7, 2014

5:00 p.m. - Call to order, roll call

Commissioners Present: Rick Gagliano, Bill Coughlin, Jim Pasin, Reid Ekberg, Craig Baldwin and Spencer Hutchins

Staff Present: Jennifer Kester, Lindsey Sehmel, Christian Shope, Diane McBane

5:00 p.m. – Staff Presentation

1. **Land Use and Housing Element Updates** – Senior Planner Lindsey Sehmel presented the detailed changes to the Land Use and Housing Element of the Comprehensive Plan in response to requirements from the Growth Management Act.
2. **City Rezone** – Planning Intern Christian Shope presented the findings and proposal to rezone seven parcels of City-owned property for consistency with existing land use.

5:30 p.m. – Open House – There were map and visual displays for the public to study and an opportunity for the citizens to ask Commissioners and Staff questions.

6:00 p.m. - Public Hearing

Public Hearing on Land Use and Housing Element

Jeni Woock, 3412 Lewis St., Gig Harbor – Ms. Woock stated that she had submitted written comments and asked that the commission consider eliminating the density requirements that ruin neighborhoods. She asked for a process that is easy to understand and predictable and stated that citizens want to know who will be developing, how many and how close.

Charlotte Gerlof, 7712 73rd St NW, Gig Harbor

Ms. Gerlof encouraged the Planning Commission to keep the flavor of our town as these higher density buildings will change our downtown.

Rob Wenman, 8416 131st St NW, Gig Harbor

Mr. Wenman wondered why there hadn't been a presentation. Chairman Pasin informed him that there had been a 30-40 minute presentation prior to the public hearing. Mr. Wenman asked the commission to stay focused on the character of Gig Harbor. He felt that there was plenty of economic development. Mr. Wenman emphasized the need to accommodate the fishing heritage and the working waterfront. He talked about the need for parking and to protect public spaces. He stated that he wasn't sure how centers of local importance relate to transportation improvements. He stated that there are areas away from the waterfront that are more appropriate for economic development.

Mr. Pasin closed the public hearing at 6:10 p.m.

Public Hearing on City Rezone

Mr. Pasin opened the public hearing at 6:11 p.m. There being no public comments the public hearing was closed at 6:12 p.m.

Deliberation

Staff noted that there are no proposed changes to the waterfront land use designation or its densities.

Discussion was held on the airport designation and its impact on the City of Gig Harbor.

MOTION: Move to accept the proposed Housing Element language. Ekberg/Baldwin. The motion passed with Commissioners Coughlin and Gagliano opposed.

MOTION: Move to accept the proposed Land Use Element language. Ekberg/Gagliano – Motion passed unanimously.

MOTION: Move to accept the City Owned Property Rezone proposal - Gagliano/Coughlin – Motion passed unanimously.

Other Business

Discussion of upcoming meetings – August 21, 2014
The September 4th meeting is cancelled.

Adjournment

MOTION: Move to adjourn at 6:22 p.m. Gagliano/Coughlin – Motion passed



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

Subject: Official City Newspaper

Proposed Council Action:

Move to award the designation of the
"Official City Newspaper"

or

Move to reject all bids and authorize the
City Clerk to Readvertise

Dept. Origin:	Administration
Prepared by:	Molly Towslee, City Clerk <i>MT</i>
For Agenda of:	January 26, 2015
Exhibits:	Bid Proposals
	Initial & Date
Concurred by Mayor:	<i>B 1-22-15</i>
Approved by City Administrator:	<i>PW 1-22-15</i>
Approved as to form by City Atty:	<i>by email</i>
Approved by Finance Director:	<i>Q 1/22</i>
Approved by Department Head:	_____

Expenditure	Amount	Admin \$1000	Parks \$1700	Appropriation
Required	TBD	Budgeted: Planning: \$6800	PW \$2350	Required \$0

INFORMATION / BACKGROUND

In accordance with Gig Harbor Municipal Code 1.20, the City shall solicit bids for the City's "official newspaper" every other year. The Request for Bids asked for the following information:

- 1) Statement indicating the publication's qualifications as a legal newspaper as provided under RCW 65.16 and general circulation within the boundaries of the City of Gig Harbor city limits;
- 2) Rate per line for two columns;
- 3) Circulation distribution, includes subscriptions and newsstand sales per distribution,
- 4) Advertising representative; and
- 5) A quote to run a sample legal notice in the paper one time, on a weekday. (The sample ad was included in the RFP.)

We received two sealed bids by the deadline: *The Peninsula Gateway* and *Gig Harbor LIFE*. Both papers meet the qualifications as a legal newspaper. *The Peninsula Gateway* did not clearly delineate circulation "within city boundaries."

- *The Peninsula Gateway*: \$1.22 per line for one column and \$2.44 for two columns. Legal affidavits \$9.55 each (these are required for legal noticing requirements) **NOTE: *The Peninsula Gateway* bid did not include a response to number 5 which asked for a quote to run a sample legal notice in the paper one time, on a weekday.**
- *Gig Harbor LIFE*: \$.53 per line on two columns (2.248: wide), on a nine column page form. \$16.96 is the price quote for the sample ad, which is approximately a 73%

reduction in the open rate for *Gig Harbor LIFE* public notices. Legal affidavits are at no charge.

The Peninsula Gateway office is located in city limits, and serves over 5,608 residences, has a weekly readership of more than 15,142 in print, and 34,640 monthly visitors on gateline.com.

The *Gig Harbor LIFE* is a free weekly community newspaper published by *The Kitsap Sun*. Circulation within the Gig Harbor zip codes of 98332 and 98335 totals 11,300 direct mail to households and 2,700 distributed to single copy outlets. Circulation of *Gig Harbor LIFE* within the City of Gig Harbor is approximately 2,800. Extra copies are readily available at several highly assessable outlets such as the library, visitors' center, and popular local businesses. It also has an online presence.

FISCAL CONSIDERATION

The *Gig Harbor LIFE*'s bid of \$.53 per line for two columns is significantly lower. *The Peninsula Gateway*'s bid of \$2.44 per line for two columns represents no change from the 2013 rate.

The Peninsula Gateway charges \$9.55 for each affidavit of publication, which is required for our legal notices. *The Gig Harbor LIFE* does not charge.

RECOMMENDATION / MOTION

Move to: Move to award the designation of the "Official City Newspaper"

or Move to reject all bids and readvertise.



January 20, 2015

Molly Towslee, City Clerk
3510 Grandview Street
Gig Harbor, WA 98335
RE: Bid – Official Newspaper 2015-2016

Thank you for the opportunity to submit our bid for the City of Gig Harbor printing of advertising for the 2015-2016 bid. Legal advertising has always been an important means for the public to obtain information concerning government issues, as well as information that may affect their lives financially, legally or from a quality of life standpoint.

The Peninsula Gateway is a state and national award-winning newspaper of general circulation located in the City of Gig Harbor and servicing 5,608 residences. We publish one time each week on Wednesdays, 52-weeks per year. The Gateway has a weekly readership of more than 15,142 in print and 34,640 unique monthly visitors on gateline.com.

We urge the Council to consider the fundamental importance of a newspaper's circulation and readership in awarding the contract for "Official Newspaper". We refer to RCW 36.72.075, which provides, in relevant part that:

"The country legislative authority shall let the contract to the best and lowest responsible bidder, giving consideration to the question of circulation in awarding the contract, with a view to giving publication of notices the widest publicity."

Thus, although cost is certainly a factor to be considered, it is only one factor – and the Council is required to consider breadth of circulation, with a view to giving published notices, "the widest publicity."

We believe The Peninsula Gateway offers the Council the best option – a middle-of-the-road option – to satisfy both requirements. The Gateway bid fulfills the circulation component of the RCW without dramatically increasing the annual cost to the county.

For the 2015-2016 bid, we are proposing a rate of \$1.22 per line for one column and \$2.44 per line for two columns. The two column sample provided is the same rate as stated above. The ad cost remains unchanged from last year.

Affidavits upon request would be charged additionally at the rate of \$9.55 per affidavit.
Type size: 7 point Column width: 9.45 picas

Note: Legal advertising of 5 typed pages or more require on additional day notice.

Fax legal advertisements to 253-597-8473 or email: legals@thenewstribune.com Attn: Legal Clerk.



We are confident The Peninsula Gateway will provide you with the most efficient and cost effective legal services available.

Upon acceptance of this bid, please contact Janet Quinn or Laura Bastin for processing and billing administration at 253-597-8605.

Respectfully,

A handwritten signature in blue ink, appearing to read "Janet M. Quinn".

Janet M. Quinn

The News Tribune, The Olympian, The Peninsula Gateway, The Herald
253-597-8770
Janet.quinn@thenewstribune.com

CITY OF GIG HARBOR CALL FOR BIDS

Bids are being requested by the City of Gig Harbor for the following services:

"Official newspaper" as designated under Chapter 65.16 RCW and which has a general circulation within the City of Gig Harbor.

The bids should contain the following: 1) Statement indicating the publication's qualifications as a legal newspaper as provided under RCW 65.16 and general circulation within the boundaries of the City of Gig Harbor city limits, 2) rate per line for two columns, 3) circulation distribution, includes subscriptions and newsstand sales per distribution, and 4) advertising representative, and 5) a quote to run the following legal notice in the paper one time, on a weekday:

NOTICE OF VESSEL AUCTION

1969 Fairliner 27-foot Power Vessel. Registration Number WN0088JP Hull Identification Number WAZ4653B1962

Pursuant to RCW 79.100.050, the Gig Harbor Police Department will be auctioning the above listed vessel by sealed bid. The vessel may be viewed at the Gig Harbor City Dock, Jerisich Park, 3211 Harborview Drive, Gig Harbor. Sealed bids must be submitted to the Gig Harbor City Clerk, 3510 Grandview Street, Gig Harbor WA 98335 and shall be received no later than 12:00 p.m. PST on Tuesday, March 13, 2012. Sealed bids must include the amount of the bid, and the name, address, and phone number of the bidder.

The auction will be held on Tuesday, March 13, 2012 at 12:00 p.m. in the lobby of the Gig Harbor Civic Center. The successful bidder must provide payment of the final accepted bid offer within two business days of the awarded bid. Payment must be made in cash or certified funds such as a cashier's check or money order. The successful bidder must legally remove the vessel from the City Dock within five business days of the awarded bid and may not anchor the vessel in the confines of Gig Harbor. The successful bidder must apply for a vessel title within fifteen days of the awarded bid. For questions, please contact the Gig Harbor Police Department at (253) 851-2236 during business hours.

Sealed bids must be received at City Hall by 4:30 p.m., Tuesday, January 20, 2015, 3510 Grandview Street, Gig Harbor, WA 98335. Bids must be marked on the outside: "Bid - Official Newspaper." The City Council reserves the right to reject all bids received.

Molly Towslee, City Clerk



January 20, 2015

Molly Towslee, City Clerk
City of Gig Harbor
City Hall
3510 Grandview Street
Gig Harbor, WA 98335

Re: Request for Newspaper Publication Services

Thank you for the opportunity to respond to your bid request.

This response proposes use of the established weekly community newspaper, *Gig Harbor LIFE*, as a means of fulfilling legal advertising publishing obligations. Published by the Kitsap Sun, *Gig Harbor LIFE* is distributed free to Gig Harbor community members, in and around the City of Gig Harbor. It is primarily delivered by direct mail to approximately 14,000 Gig Harbor resident and business addresses. Extra copies are made readily available at a number of highly accessible outlets, such as the library, visitors center and a number of popular local businesses.

Fulfillment of requirements:

**Gig Harbor LIFE* meets all qualifications as a legal newspaper.

**Gig Harbor LIFE* is a general-interest newspaper published weekly, delivered each Friday.

*Content of *Gig Harbor LIFE*, including legal advertising, is readily and freely available in print and online.

*Among entities who have relied in full or in part on the advertising services of *Gig Harbor LIFE* include Uptown Gig Harbor, St. Anthony's Hospital, Morgan Stanley Smith Barney, Peninsula Light, Kitsap Credit Union, CS Floors, ScratchMasters, Coldwell Banker Bain, Best Western, Gig Harbor Academy, Merle Norman, Precision Tune and Galaxy Theatre, among others.

*In addition to meeting public notice legal obligations, legal advertising in *Gig Harbor LIFE* offers the likelihood of being read and seen by interested citizens, construction contractors and building trade professionals. Reaching these and others whose work ultimately serves communities, is of considerable value to them, the public and the municipalities and individuals tasked with publishing such notices.

Page Two

*Circulation within Gig Harbor zip codes of 98332 and 98335 totals 11,300 direct mailed to households, and 2,700 distributed to single copy outlets. Circulation of *Gig Harbor LIFE* within the City of Gig Harbor is approximately 2,800.

FEE PROPOSAL/RATE:

Gig Harbor Life offers the City of Gig Harbor a per-line rate of \$.53 per line on two columns (2.248" wide), on a nine column page format. \$16.96 is the price quote for the sample ad, which is approximately a 73% reduction in the open rate for *Gig Harbor LIFE* public notices.

FREE Online placement:

Placement of the online version of the print ad, listed in a specially designated legal advertising area of the website, is offered as a free service. This service enables review of each ad from anywhere in the world at any time of any day.

Service:

Ads may be submitted electronically, and any needed courier services to and from City Hall would be provided at no cost to the City. *Gig Harbor LIFE* Legal Advertising Representative Teresa Hull would be your advertising representative.

Any reasonable number of tear-sheets and notarized affidavits, as proof of publication, will be provided to the City of Gig Harbor for each legal ad with invoice, or in a more immediate manner deemed necessary by the City.

Billing:

Ads will be billed on a cost per line basis, with each line consuming a two-column width.

Attachments:

Attachments include the sample legal ad.

THE MERITS OF THIS PROPOSAL:

*Fulfills the City's legal obligations for legal advertising.

*Provides a known audience of the general public within and beyond Gig Harbor.

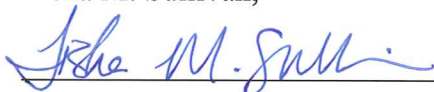
*Provides an audience of those directly interested in municipality legal notices, those whose knowledge of advertised details lead to qualified, competitive bid responses.

*Offers proven services.

Page Three

Submitted by:

Bidder: Tisha M. Sullivan,

Bidder's Signature:  _____

Business Name: Gig Harbor LIFE

Address: 3110 Judson St., PMB 71
Gig Harbor, WA 98335

Phone: 360-792-5241

Fax: 360-792-8557

NOTICE OF VESSEL AUCTION
1969 Fairliner 27-foot Power Vessel.
Registration Number WN0088JP

Hull Identification Number WAZ4653B1962

Pursuant to RCW 79.100.050, the Gig Harbor Police Department will be auctioning the above listed vessel by sealed bid. The vessel may be viewed at the Gig Harbor City Dock, Jerisich Park, 3211 Harborview Drive, Gig Harbor. Sealed bids must be submitted to the Gig Harbor City Clerk, 3510 Grandview Street, Gig Harbor WA 98335 and shall be received no later than 12:00 p.m. PST on Tuesday, March 13, 2012. Sealed bids must include the amount of the bid, and the name, address, and phone number of the bidder.

The auction will be held on Tuesday, March 13, 2012 at 12:00 p.m. in the lobby of the Gig Harbor Civic Center. The successful bidder must provide payment of the final accepted bid offer within two business days of the awarded bid. Payment must be made in cash or certified funds such as a cashier's check or money order. The successful bidder must legally remove the vessel from the City Dock within five business days of the awarded bid and may not anchor the vessel in the confines of Gig Harbor. The successful bidder must apply for a vessel title within fifteen days of the awarded bid. For questions, please contact the Gig Harbor Police Department at (253) 851-2236 during business hours.

JAN. 23, 2015
AD#20145214

CITY OF GIG HARBOR CALL FOR BIDS

Bids are being requested by the City of Gig Harbor for the following services:

"Official newspaper" as designated under Chapter 65.16 RCW and which has a general circulation within the City of Gig Harbor.

The bids should contain the following: 1) Statement indicating the publication's qualifications as a legal newspaper as provided under RCW 65.16 and general circulation within the boundaries of the City of Gig Harbor city limits, 2) rate per line for two columns, 3) circulation distribution, includes subscriptions and newsstand sales per distribution, and 4) advertising representative, and 5) a quote to run the following legal notice in the paper one time, on a weekday:

NOTICE OF VESSEL AUCTION

**1969 Fairliner 27-foot Power Vessel. Registration Number
WN0088JP Hull Identification Number WAZ4653B1962**

Pursuant to RCW 79.100.050, the Gig Harbor Police Department will be auctioning the above listed vessel by sealed bid. The vessel may be viewed at the Gig Harbor City Dock, Jerisich Park, 3211 Harborview Drive, Gig Harbor. Sealed bids must be submitted to the Gig Harbor City Clerk, 3510 Grandview Street, Gig Harbor WA 98335 and shall be received no later than 12:00 p.m. PST on Tuesday, March 13, 2012. Sealed bids must include the amount of the bid, and the name, address, and phone number of the bidder.

The auction will be held on Tuesday, March 13, 2012 at 12:00 p.m. in the lobby of the Gig Harbor Civic Center. The successful bidder must provide payment of the final accepted bid offer within two business days of the awarded bid. Payment must be made in cash or certified funds such as a cashier's check or money order. The successful bidder must legally remove the vessel from the City Dock within five business days of the awarded bid and may not anchor the vessel in the confines of Gig Harbor. The successful bidder must apply for a vessel title within fifteen days of the awarded bid. For questions, please contact the Gig Harbor Police Department at (253) 851-2236 during business hours.

Sealed bids must be received at City Hall by 4:30 p.m., Tuesday, January 20, 2015, 3510 Grandview Street, Gig Harbor, WA 98335. Bids must be marked on the outside: "Bid - Official Newspaper." The City Council reserves the right to reject all bids received.

Molly Towslee, City Clerk