

City Council Meeting

**September 14, 2015
5:30 p.m.**



AGENDA
GIG HARBOR CITY COUNCIL
September 14, 2015 – Council Chambers

CONSENT AGENDA:

1. Approval of City Council Minutes of August 10, 2015.
2. Correspondence / Proclamations: a) Prostate Cancer Awareness Month; b) Constitution Week; c) Assisted Living Week
3. Liquor License Action: a) Renewals: Gourmet Burger Shop, Shell Food Market / Mini Mart; Tokyo Teriyaki, Hot Iron, Moctezuma's, Java & Clay Café, and Blue Agave Mexican Restaurant; b) Renewals: Harvester, Harbor General Store, Fred Meyer, Quality Food Center, Haggen, Bella Kitchen Essentials.
4. Receive and File: a) Downtown Waterfront Alliance Report; b) Gig Harbor Canoe & Kayak Racing Team Report.
5. Resolution No. 1007 – Surplus Equipment – I.T.
6. Harbor Hill Street Naming.
7. Commute Trip Reduction Memorandum of Agreement – Pierce County.
8. Parks, Recreation and Open Space Plan (PROS) Update – Consultant Services Contract / Municipal Solutions.
9. Well #11 Contract Amendment #2 – Carollo Engineers.
10. Amendment to Conservation Easement Agreement – Gig Harbor Peninsula Historical Society.
11. Approval of Payroll for the month of August: Checks #7559 through #7574 and direct deposits in the amount of \$370,000.75.
12. Approval of Payment of Bills for August 24th: Checks #79091 through #79187 in the amount of \$580,345.90.
13. Approval of Payment of Bills for Sept 14th: Checks #79188 through #79338 in the amount of \$890,249.03.

PRESENTATIONS:

1. Anikka Abbott – Miss Washington Sweetheart.
2. Prostate Cancer Awareness Proclamation - Bob Freeborn.
3. Constitution Week Proclamation – Muriel Parrish.
4. Infrastructure Inventory Program – Brandon Crosswhite and Jesse Savage.

OLD BUSINESS:

NEW BUSINESS:

1. Public Hearing and First Reading of Ordinance – Budget Amendments for Staffing.
2. Agreement for Reimbursement of Costs for LED Street Lighting Upgrade – Estates at Gig Harbor Phase 2.

CITY ADMINISTRATOR / STAFF REPORT:

1. Waste Water Treatment Plant Department of Ecology Award – Ron Williams.
2. Police Department Staffing – Chief Busey.
3. Water Usage Update – Jeff Langhelm.
4. City Publication Proposal – Ron Williams.

PUBLIC COMMENT:

MAYOR'S REPORT / COUNCIL COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

1. Finance / Safety Committee: Mon. Sep. 21st at 4:00 p.m.
2. Boards and Commissions Candidate Review: Mon. Sep. 21st at 5:00 p.m.
3. Intergovernmental Affairs Committee: Mon. Sep. 28th at 4:00 p.m.
4. City Council: Mon. Sep. 28th at 5:00 p.m.
5. Workstudy Session - Impacts of Growth: Mon. Sep. 28th following Council Meeting.
6. Public Works Committee: Mon. Oct 12th at 4:00 p.m.
7. Legislative Reception: Mon. Oct 12th at 5:00 p.m.

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

ADJOURN:

























MINUTES
GIG HARBOR CITY COUNCIL
August 10, 2015 – Council Chambers

CALL TO ORDER / ROLL CALL:

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

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of City Council Minutes July 27, 2015.  
2. Correspondence / Proclamations: a) Gig Harbor Canoe and Kayak Club Proclamation  
3. Liquor License Action: a) Renewals: JW Restaurant, Devoted Kiss Café Mizu Japanese Steakhouse, Gateway to India, and Galaxy Uptown;   b) Special Occasion Liquor License: Gig Harbor Yacht Club Junior Sail Program Event.  
4. Receive and File: a) Parks Committee Meeting Minutes March 4, 2015;   b) Parks Committee Meeting Minutes June 15, 2105;   c) Intergovernmental Affairs Committee Meeting Minutes July 27, 2015.  
5. Second Reading of Ordinance No.1322 - Gig Harbor 2030 – Comprehensive Plan Periodic Update.  
6. Naming of Street Within the Estates at Gig Harbor Phase 2 Final Plat.  
7. Stormwater Code Gap Analysis and Update – Consultant Services Contract.  
8. Resolution 1006- Rejecting Bids for Jerisich Dock Water and Power.  
9. Wastewater Treatment Plant Phase 2 Mechanical – Construction Contract Award and Consultant Services Contract for Materials Testing and Construction Support Services.  
10. Approval of Payment of Bills: Checks #78977 through #79090 in the amount of \$309,991.89.





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

PRESENTATIONS:

1. Gig Harbor Canoe and Kayak Club – 4th Consecutive National Championship.
Mayor Guernsey presented the signed proclamation to Alan Anderson and Holm Schmidt, and congratulated them on the team's recent victory.

[Holm Schmidt](#) presented a brief overview of the team's success.

OLD BUSINESS:

1. [Marijuana Related Ordinances.](#) Mayor Guernsey introduced these two ordinances up for Council review.
 - a. Public Hearing and Third Reading of Ordinance – Planning Commission Recommendation on Marijuana Related Uses.  
 - b. Second Reading of Ordinance – Ban on Retail Marijuana.  

[Senior Planner Lindsey Sehmel presented the background for the two ordinances before Council for consideration.](#) She described the Council directed amendments to the ordinance and addressed questions.

[Mayor Guernsey opened the public hearing at 5:44 p.m.](#) She announced that the public hearing was on only the amendments to the ordinance since the last public hearing.

[Lee Van Komen 6208 110th St. NW.](#) Mr. Van Komen asked how the maps submitted by applicants will be checked and what will happen if they are not in compliance. He also asked if we will require future builders to make sure they don't construct a playground within 1000 feet of a marijuana retail store. The Burnham area seems to be carved out for this use and he worries that if a new neighborhood would be banned from putting in a playground. With all the limitations we should just ban it. He asked about the legality of the zoning, and whether this is spot-zoning that only benefits the business owner.

[Sara Sexton 10915 65th Ave. NW.](#) Ms. Sexton said she would like to see proposed future parks and trails included this ordinance. She asked about increasing the buffer to 1,200 ft., and said she wanted the separation between these uses put back in. This Ordinance creates a marijuana district on Burnham Drive and looks like spot zoning. She said it is your duty to vote for what's best for common good for the city and its residents.

[Russ Busey 7404 Forest Glen Court.](#) Mr. Busey asked to add a line in the ordinance stating that the ban should be included for any store, facility, or service that caters to families and minor children. He said he doesn't support I-502 but said we do everything we can to keep Gig Harbor a destination city. Go buy your marijuana in Tacoma.

[Ryan Espegard – Gordon, Thomas, Honeywell - 1201 Pacific Ave, Ste 2100, Tacoma, WA 98401.](#) Mr. Espegard, attorney representing Harbor Choice LLC, spoke in opposition of the amendments to the definitions. When you amend the definitions to make them inconsistent with the State Administrative Code, you create problems as the definitions are open to interpretation, he said. City staff will have to make the ultimate decision to what will be allowed to move forward which can be challenged; the city could be subject to litigation defending definitions that may be arbitrary and capricious. He used the two definitions of playgrounds and recreation centers as examples, saying it is imperative to have clear definitions. He encouraged Council to use state definitions and not to "mess" with the measurement of the buffers.

[John Vance – 3503 Harborview Drive.](#) Mr. Vance said that you start a "slippery slope" when you make minor definitions and loopholes. Why not protect the Council and city by banning totally the sale of recreational marijuana within the city limits, he said.

[Patrick Wright – 6423 111th St. NW.](#) Mr. Wright voiced concern with the zoning on Burnham Drive saying the area is now under the threat of several marijuana stores and a processing plant. He spoke of the dangerous chemicals used in crop growth and processing in combination with the THC itself that would be released into the environment. He referenced the recent illegal grow operation in their neighborhood and asked what would happen with the smell from a large processing plant. He said it wasn't the voters' intent to create an undesirable area in Gig Harbor and to reduce property values; only to legalize marijuana in Washington State. He asked why you would destroy a safe neighborhood and compromise a majority of voters who were against this legalization. He continued to say that the proposed trail in that area wasn't intended to be located next to a pot shop, and 'they' will purchase pot and smoke it on the trail and in their neighborhood, and then drive. He asked council to keep the buffer zones and include the proposed trail as a park. He asked what we are afraid of...sixty-four other communities in Washington have prohibited marijuana.

[John Sexton – 10915 65th Ave. NW.](#) Mr. Sexton said this seems to be prime legal definition of spot zoning. When you have a sudden change in zoning or an ordinance like this that undermines the general land use purpose of the adjoining properties, many courts in Washington and across the United States have ruled instances of spot zoning as illegal.

[Blair McMurtry - 3615 105th St. NW.](#) Mr. McMurtry voiced concern for the mislabeling of a research facility using the taking of Minke Whales in Japan as an example. He also voiced concern about the prohibition of cooperatives, asking why we are we discriminating against them. Unless there is a specific, well-thought-out reason behind prohibiting cooperatives, other than for-profit businesses, he is opposed the restriction to cooperatives and any other organization.

[Dino Formiller – 1214 38th Ave. Ct. –](#) Mr. Formiller is holder of a retail marijuana state license designated for a location on Point Fosdick. Over the past two years a main topic of discussion has been where a retail operation could locate, he said, and it has been confirmed numerous times that there are two potential locations that meet all the State Liquor Control Board and city guidelines. He has six maps produced by the Planning Department starting in Sept. 2013 that designate the same potential sights: one in Gig Harbor North and one on Pt. Fosdick Drive. These locations were confirmed by the Planning Commission this May, and so he designated his 502 Retail License with the Point Fosdick location. The Liquor Control Board contacted the city; the Mayor approved the location but did not give approval to the license because of the moratorium. Because of that he committed to a five-year lease on the property. To have Councilmember Perrow come in at the last minute and state there is a big-toy at the Dairy Queen, and so it is a playground, is ridiculous. The WAC definition for playground is the same adopted by 7 million other people in Washington. Not one other municipality has changed the definition of a playground. He pleaded with Council to acknowledge and accept the WAC definition. He said that Councilman Derek Young has sponsored a bill that is dropping the 502 Retail and accepting the WAC Code as written.

[Marilyn Jensen 6409 Rosedale St. NW](#) Ms. Jensen said it would be best to ban it everywhere then you don't have to worry about what could be considered discrimination. She recommended we keep it simple and ban it in our beautiful Gig Harbor.

[Mark Tronka – 6419 111th St. NW.](#) Mr. Tronka said he has traveled the world and reminded Council how special a place Gig Harbor is. He said he is blown away that we are discussing amendments, adding that the simplest, bravest solution is to just say no. That's where power

comes from and that's leadership to be able to say no. He said he doesn't want it and these people in red don't want it.

[Caroline Wright – 6423 111th Street NW](#). Ms. Wright asked if I-502 asked if voters wanted to create a marijuana mile along Burnham Drive in the vicinity of trails, a future park, and the high school; no it did not, she said. Did it ask whether they wanted a processing plant that could poison the land, water, and air; no it did not. She said Councilmembers are the leaders in our community and have had years to learn the effects of retail marijuana, crops, and processing plants on the community. By dumping this on one area you are creating an EPA nightmare, she said, adding that she doesn't want to drink water contaminated with fertilizer and THC and doesn't want this for the children and grandchildren. She said you need to lead the members of the community who didn't educate themselves before they cast a vote.

[Ryan Lentz – 3404 9th Ave. NW](#) – Mr. Lentz said this is a difficult topic and he finds it interesting you are creating court cases and a playground for the attorneys. It is sensible to keep it simple. One benefit of small city government is you have the power to keep solutions simple and represent the people by banning retail marijuana sales. A lot of lawmakers didn't understand the consequences of the vote. School counselors have told him usage of marijuana has jumped 300% since passage. If you bring retail marijuana here there will be more underage use. These specific amendments cloud the issue. Stand firm and represent your people.

[Jo Marie Williams – 6409 Rosedale Ave](#). Ms. Williams, a retired chemical dependency counselor and educator, said that anyone who doesn't think this substance is a problem doesn't know anything about it. The empirical data tells us it's a dangerous drug. Every conflict needs a hero, and she asked that you be our hero.

[Larry Geringer – 5014 63rd Ave NW](#) – Mr. Geringer volunteers at the Tacoma Rescue Mission, works with homeless Veterans, and others at risk. The greatest amount of risk in this approach to legalization within the city presents a big set of problems; for every action there is an equal reaction. We have to be ready for the results no matter what the boundaries. The results are what he sees every day at the mission: people who have lost their loved ones as a result of this gateway drug. He asked we take the steps to make sure that we don't be the facilitators of that in Gig Harbor.

[Melody McKenna – 4718 Old Stump Drive](#). Ms. McKenna said one of the big issues is the amount of revenue and taxes being brought into the community. There are also costs and trade-offs. Two meetings ago many spoke of their concerns for our community; our kids, and for keeping this community a family-oriented, healthy community. Her husband, a physician, shared his information on marijuana use with her. She asked Council to reconsider the whole thing. She shared data from what medical professionals are being trained today. One out of six people who use cannabis as an adolescent will develop cannabis dependency. It's the most common reason adolescents need chemical dependency treatment. Early and heavy use of cannabis is associated with mood disorders, anxiety disorders, suicidal thoughts, and greater severity of all these conditions. The New England Journal of Medicine study states: there is a high degree of confidence in the adverse effects of marijuana on the health and well-being of people. Addiction to this and other substances - high incidence. Diminished lifetime achievements. Is this what you want?

[Mike Dickson – 5713 41st Ave Ct NW](#). Mr. Dickson referenced the old Harbor Holidays Parade and how Council was asked by the business owners to stop it due to the heavy drinking. Twenty years went by without the event because of that behavior. He doesn't want to go through that again. If you add marijuana use, it might become an issue.

[Amy Jensen – undisclosed address](#). Ms. Jansen explained that her husband is a narcotics detective and can give an idea of what goes on with marijuana. She asked if you love armed takeovers and crime. She suggested that a line item be added to the ordinance that people who want these pot shops should do the research on the crime; her husband comes home every day with a story about the related crime. She stressed that she doesn't want it in her town.

[There were no more speakers and the public hearing closed at 6:20 p.m.](#)

[Councilmembers asked questions of clarification](#). The Mayor asked if there was a motion for the purpose of discussion.

MOTION: Move to adopt Ordinance No. 1323 – to consider a prohibition of all Marijuana Related Uses as a ban.
Payne/Arbenz -

[Councilmember Kadzik](#) explained that philosophically he has no problem with I-502. There are problems with how it was written, and he would have valued an advisory vote. He stressed that this is not about revenue; it's how we see our city. Whether or not we allow the sale it won't affect the use; if they want to use it, they will find it. The fact remains that there are a significant number who do not support marijuana and in the past two weeks there has been lots of testimony from voters. In the past we have been accused of not listening to the people. He has supported the sale of marijuana in town, but all the response has given him thought to reconsider. He said he doesn't know how the vote will go, but all the input we have received is valuable.

[City Attorney Angela Summerfield](#) clarified that the ordinance applies to all marijuana uses within the city; not just retail sales. She asked for a clarification of the motion. Councilmember Payne said his motion was to adopt the ordinance for a ban. Councilmember Arbenz confirmed his second to the motion.

[Councilmember Perrow](#) commented that the process was bungled by the state from the beginning. He tried to look at intent of the voters, and said he appreciates staff working with him on the definitions that he said better represents Gig Harbor. He said he was shocked that others around state haven't also adopted better definitions. He said the intent was never to isolate this use into one area, but to give voters what they want; unfortunately it fell hard in one area. He voiced appreciation for all emails and calls from both sides. Maybe in a few years we will know he answers, but this has been the most difficult decision in his 3-1/2 years. His amendments didn't result in a good product. Gig Harbor will have the opportunity to take another look at this in the future. Some may say I'm going against the will of the voters, and it's a fair argument, but I will be voting for the ban because the solution doesn't work.

[Councilmember Arbenz](#) echoed comments on the difficulty of this decision. He said he kept going back to the reason he moved here: the image, our family status, and the fact that only

Gig Harbor is consistently on the list of the five or ten best place to live in the United States. Although 54% of the citizenry voted for I-502, which is important, and his background is to agree with decriminalization, it doesn't mean we have to have retail marijuana in Gig Harbor. The question is whether we want it. He wanted an advisory vote to find out if the citizens want retail in Gig Harbor. He said he suspects the vote wouldn't have gone the way of I-502. We have been hearing public comment for over a year and he doesn't recall one person coming forward to say they want to buy their marijuana in Gig Harbor. They can go elsewhere to buy it, and enough people have said they don't want it here, so he will vote in support of the ban.

[Councilmember Ekberg](#) said he appreciates the comments and input from citizens. He has thought about it and comes down on a different side: this is a zoning issue on a state law that passed. We zone for other things that people may or may not want such as alcohol and adult entertainment. He said he thought the proposed amendments were too restrictive. The Planning Commission did a good job of looking at the issue and proposing an ordinance. He said again that he listened to the input but came to a different conclusion. He will be voting against the ban.

[Councilmember Payne](#) said his position has been clear from the beginning. He thanked Councilmember Arbenz for the suggestion to have an advisory vote, and Councilmember Perrow for the proposed amendments. He said he voted against I-502 because of inclusion of retail sales. This is not for our community. He said he does not want to make light of medical marijuana, and this last effort by the state to address that is a failed attempt. Marijuana can be obtained elsewhere, and he wants to be in a community that supports health and our way of life. Our community is special and the only reason to allow this is simply for convenience. There is social cost and impact. He acknowledged that there is no question that marijuana use is pervasive in our community. He said that this vote won't do anything to the supply, but there is no reason to promote it and the way we want to define our community. He will vote for ban against marijuana.

[Councilmember Lovrovich](#) explained that it's no secret she supports a ban. She doesn't believe allowing marijuana related uses in our community is in the best interest of the safety and well-being of the people who live here. She will be voting for the ban.

[Mayor Guernsey](#) said thanked everyone coming out to let us know your thoughts. She commended the four students in the front row for coming and being so respectful.



MOTION: Move to adopt Ordinance No. 1323 - Ban on Retail Marijuana.
Payne/Arbenz -

Roll Call Vote:

Malich – No; Arbenz – Aye; Ekberg – No; Perrow – Aye; Lovrovich – Aye; Payne – Aye; and Kadzik – Aye. Motion passed five to two.

Mayor Guernsey asked for a brief break at 6:43 p.m. [Back in Session at 6:52 p.m.](#)



NEW BUSINESS:

1. [Welcome Plaza and Lift Station 4B Replacement – 30% Design Review.](#)  
Public Works Director Jeff Langhelm gave a brief overview of this project. He introduced the design team: Shannon Thompson and Jesse Neilsen from Parametrix, Brett Marlo Desantis,

Architect, and Darrel Winans, WWTP Supervisor. Mr. Langhelm shared a PowerPoint presentation of the proposed design and to explain the features. Council asked questions.

MOTION: Move to accept the 30% design concept as presented for land use permit application purposes.
Malich / Lovrovich - unanimously approved.

Councilmember Kadzik praised the design team for their innovative solutions.

2. **Bonds Discussion.**   Mayor Guernsey briefly introduced this agenda item before turning it over to Finance Director David Rodenbach, who used a PowerPoint presentation to explain the different types of bond options and what the city is currently committed to paying. He answered questions.

CITY ADMINISTRATOR / STAFF REPORT:

1. **Wastewater Treatment Plant Staffing.** City Administrator Ron Williams introduced this report as a follow-up to the recent rate studies. Public Works Jeff Langhelm presented information on past growth, new requirements and increased duties, and future plans and goals for the Wastewater Treatment Plant. All this has resulted in a need for additional staffing, which was anticipated and planned for in the recent rate studies. A proposed budget amendment will be coming this fall.

2. **Grandview Forest Park Update.** City Administrator Williams explained that signs are up regarding the park closure and turned it over to Public Works Director Jeff Langhelm, who reported that the signs say the park will be closed the weeks of August 17th through September 20th. It is unlikely it will remain closed for that length of time, but said it would take approximately two weeks to remove the diseased trees. Once the removal takes place, they will start clean-up and only those immediate locations will be closed and the rest of the park will be open.

PUBLIC COMMENT: None.

MAYOR'S REPORT / COUNCIL COMMENTS:

Mayor Guernsey reiterated that the discussions on the impact of growth in the city would begin at the second meeting in September.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Public Works Committee: Mon. Sept 14th at 4:00 pm
2. City Council: NO meeting on August 24th

ADJOURN: The meeting adjourned at 8:15 p.m.

Jill Guernsey, Mayor

Molly Towslee, City Clerk

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, September is national Prostate Cancer Awareness Month; and

WHEREAS, prostate cancer is the second leading cause of cancer death in men; recognizing that while all men are at risk for prostate cancer, African American and Hispanic men have the highest incidence and mortality of prostate cancer in the world; and

WHEREAS, there will be an estimated 233,000 new cases of prostate cancer nationally in the year of 2015, and there will be over 29,000 deaths from prostate cancer in this same year; about one man in six will be diagnosed with prostate cancer during his lifetime according to the American Cancer Society; and

WHEREAS, in 2014 there were 5,400 new cases of prostate cancer diagnosed and 730 deaths from prostate cancer in Washington State; and

WHEREAS, the Washington State Prostate Cancer Coalition along with the Tacoma Prostate Cancer Support Group provide programs and materials to advocate and educate men to have an informed discussion with their healthcare provider about prostate cancer by age 50 and by age 45 if they have a family history of the cancer,

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

Prostate Cancer Awareness Month

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 14th day of September, 2015.

Mayor, City of Gig Harbor

Date

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, the Constitution of the United States of America, the guardian of our liberties, is a product of reflection and choice, embodying the principles of limited government in a Republic dedicated to rule by law, not by men; and

WHEREAS, September 17, 2015 marks the two hundred twenty-eighth anniversary of the drafting of the Constitution of the United States of America by the 1787 Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate this grand occasion; and

WHEREAS, Public Law 915 guarantees the insuring of a proclamation each year by the President of this great country designating September 17 through 23 as Constitution Week,

NOW, THEREFORE, I, Jill Guernsey, Mayor of the City of Gig Harbor, hereby declare the week of September 17 through September 23 as

CONSTITUTION WEEK

and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 14th day of September, 2015.

Jill Guernsey, Mayor

Date

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

Whereas, residents of The Lodge at Mallard's Landing are active members of the larger community, offering their wisdom, life experience, and skills; their past contributions continue to be a vital part of Gig Harbor, Washington's rich history; and their future contributions and participation deepens the community life and activity; and

Whereas, assisted living is a critical long term care service for the elderly and individuals with disabilities that fosters choice, dignity, and independence; assisted living communities are committed to excellence, innovation, and the advancement of person-centered care; and

Whereas, the National Center for Assisted Living created National Assisted Living Week to demonstrate our nation's appreciation of the unique individuals that reside in assisted living communities and the staff members that deliver care every day; and

Whereas, the theme of National Assisted Living Week 2015 is "Nourishing Life: Mind, Body, and Spirit" which celebrates the countless ways assisted living caregivers nurture the whole resident; conversely, residents nourish the lives of team members and volunteers by, with the support of loved ones, sharing their inspiring lives;

NOW THEREFORE, BE IT RESOLVED, THAT I, Jill Guernsey, Mayor of the City of Gig Harbor, do hereby proclaim the week of September 13 through September 19, 2015, as

Assisted Living Week

in the City of Gig Harbor and I encourage all citizens to volunteer in an assisted living community, to visit friends and loved ones who reside at these communities, and to learn more about how assisted living services benefit the City of Gig Harbor, Washington. In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 14th day of September, 2015.

Mayor, City of Gig Harbor

Date

C091080-2

WASHINGTON STATE LIQUOR AND CANNABIS BOARD

DATE: 08/06/2015

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 20151130

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. GOURMET BURGER SHOP LLC	GOURMET BURGER SHOP 4120 HARBORVIEW DR GIG HARBOR WA 98332 1080	410484	BEER/WINE REST - BEER/WINE OFF PREMISES
2. SATISH CHANGELA, INCORPORATED	SHELL FOOD MART/GIG HARBOR MINI MART 6615 WOLLOCHET DR NW GIG HARBOR WA 98335 0000	079609	BEER/WINE SPECIALTY SHOP BEER/WINE SPECIALTY SHOP GROWLERS
3. GRACE TOKYO INC	TOKYO TERIYAKI 3111 JUDSON ST GIG HARBOR WA 98335 1221	085327	BEER/WINE REST - BEER/WINE
4. HOT IRON GIG HARBOR LLC	HOT IRON 5500 OLYMPIC DR NW STE A-109 GIG HARBOR WA 98335 1489	400916	BEER/WINE REST - BEER/WINE
5. MOCTEZUMAS GIG HARBOR, INC.	MOCTEZUMA'S 4628 POINT FOSDICK DR NW GIG HARBOR WA 98335 1707	076858	SPIRITS/BR/WN REST LOUNGE +
6. JAVA & CLAY CAFE, LLC	JAVA & CLAY CAFE 3210 HARBORVIEW DR GIG HARBOR WA 98335 2101	407583	BEER/WINE REST - BEER/WINE OFF PREMISES
7. ANNAP, INC.	BLUE AGAVE MEXICAN GRILL & TEQUILA BAR 4729 POINT FOSDICK DR NW GIG HARBOR WA 98335 2316	408762	SPIRITS/BR/WN REST LOUNGE +

C091080-2

WASHINGTON STATE LIQUOR AND CANNABIS BOARD

DATE: 09/06/2015

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 20151231

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. HARVESTER GIG HARBOR, INC.	HARVESTER RESTAURANT 5601 SOUNDVIEW DR GIG HARBOR WA 98335 0000	366707	SPIRITS/BR/WN REST LOUNGE + KEGS TO GO
2. SAGLE & SONS LLC	THE HARBOR GENERAL STORE 7804 PIONEER WAY GIG HARBOR WA 98335 1133	418342	BEER/WINE REST - BEER/WINE OFF PREMISES
3. FRED MEYER STORES, INC.	FRED MEYER #601 5500 OLYMPIC DR STE B GIG HARBOR WA 98335 1489	076448	GROCERY STORE - BEER/WINE
4. FRED MEYER STORES, INC.	QUALITY FOOD CENTER / QFC #864 5010 PT FOSDICK DR NW GIG HARBOR WA 98335 1715	070236	GROCERY STORE - BEER/WINE
5. HAGGEN OPCO NORTH, LLC	HAGGEN #2070 4831 POINT FOSDICK DR NW GIG HARBOR WA 98335 1732	360178	SPIRITS RETAILER BEER AND WINE TASTING
6. GPS-GIG HARBOR, LLC	BELLA KITCHEN ESSENTIALS 4793 POINT FOSDICK DR NW GIG HARBOR WA 98335 2315	406253	BEER/WINE SPECIALTY SHOP

Gig Harbor Downtown Waterfront Alliance
A Main Street™ Organization



Progress Report
January 1, 2015 - June 30, 2015

COMMITTEE UPDATES

Economic Development Committee

Ongoing Committee projects include:

- Assist Existing & Prospective Business– *Available properties, resource library, help with new business locations.*
- Encourage Downtown Infrastructure -*Maritime facilities and fuel dock (economic impact of boating), Downtown access.* Board Immediate Past President, Gary Glein, serves on the City's Fuel Dock committee.
- Working with City and property owner on the Cushman Trail extension to the waterfront
- **WATERFRONT FARMERS MARKET:** This project has been a primary focus during the first six months of 2015. We have developed an all new, fresh food access, Waterfront Farmers Market. A market manager was hired and she has recruited a full roster of vendors and farmers; we have learned about regulations, attended conferences and seminars; and we have met with other Main Street Market Managers. This project came about because the City did an online survey asking people what they wanted in a downtown Farmers Market following numerous comments that the old market was only a craft fair. Our message of farm to table, sustainability, and creating a link between the farmers and the community is a model that will meet the needs of the community. The market runs every Thursday, 3-7pm, from June 4 to September 24.

The Market has been extremely well received by the community. During the month of June we averaged close to 30 vendors/producers, and in that same month, total vendor sales averaged in excess of \$9,500 per week. At least 1,000 people have visited the market each week. We have had live entertainment each week, and we have incorporated educational offerings (e.g. Master Gardner's and Harbor WildWatch), and a children's program through SEEDS. We are working to balance attendance at the Market and our already existing Thursday Night Out event, which has seen a decrease in the number of attendees since the market opened. During June we averaged 22.5 volunteers per week, with an average of just under 60 hours of volunteer time per week for the market.

Huge kudos to the City for their support of this important downtown waterfront project.

Design Committee

- In partnership with the City of Gig Harbor, the Design Committee conducted a "Walking Audit." The Alliance hired "Feet First," a Seattle organization committed to promoting walkable communities, to run the study. They help people take steps that create better places to live, learn, shop work and play—a world that cares about health, community and design. This study will help us address walking issues and traffic conflicts in the downtown waterfront. An executive summary of the study is included as a separate attachment.
- Design Committee is working with City on transportation planning and providing data from traffic and pedestrian counts.
- Seventy (70) flower baskets were purchased by the Alliance and 25+ volunteers recruited. Baskets are watered daily by crews of 2. This project is made possible through a partnership with the City for the use and maintenance of the watering truck, as well as supplying the water.
- Another success for the Alliance was the Design Committee's first annual downtown clean-up day, "Gigging Up the Harbor". Two committee members organized and ran the event, including coordinating with Public Works staff for bark dust, use of trucks, etc. We had 50 volunteers helping with sweeping, weeding, pressure washing sidewalks, planting flowers, spreading bark dust, etc. One local business and Design Committee Member (Tickled Pink) donated all the bedding plants; another business donated volunteer vests, and we had 5 local restaurants donate food for an appreciation lunch for our volunteers. One local business offered a free cup of coffee to any volunteer wearing a vest, and another brought out a supply of Gatorade for the hardworking volunteers. The event was so successful and so well received by the business community and volunteers we will be adding it to our list of annual events.

Promotions Committee

- The Alliance participated in the Maritime Gig Fest with representatives from the Flower Basket Program and the Waterfront Farmers Market walking in the parade, and Farmers Market and Wine & Food Festival volunteers manning a booth (donated to us by Columbia Bank).
- The Alliance partnered with other community organizations and the City of Gig Harbor as we all prepared for the impact of the 2015 US Open at Chamber's Bay in University Place. We worked on how to bring the merchants alongside and prepare them for visitors, getting people to come across the bridge, offering things to do during the Open and more. A clean-up of the downtown district, "Gigging Up the Harbor" (see Design Committee Highlights for further information).
- Planning for the November 12 Girls Night Out has begun.
- Planning for the July 18 "Chalk the Harbor" is underway.
- Alliance staff (Special Projects Coordinator) is working with the downtown waterfront Art Galleries after the Gallery Association voted to disband and come under the umbrella of the Alliance Promotions Committee.
- In an effort to rejuvenate our "Thursday Night Out" event, we have encouraged local businesses to stay open until 8pm every Thursday during the summer in conjunction with the Waterfront Farmers Market. A renewed effort to promote Thursday Night Out is needed because people are going to the market, but not into the businesses. A new logo was created, and we have been running ads cross promoting the two events (attached).

- The all new "**Waterfront Walking Tours**" are well underway. Alliance Staff worked diligently with a Promotions Committee Sub-Committee and partnered with Harbor WildWatch and the Harbor History Museum to conduct these tours. They are offered at no cost most Saturdays during the summertime and will last about 2 hours. There will be pre-designated stops, a script for the guides to follow, and the guests will hear Puget Sound wildlife facts, Gig Harbor history and maybe even a ghost story or tall tale. We are receiving great feedback about this new addition to waterfront offerings:

"We enjoyed our tour very much and learned a good deal about the town I've lived in for 40 years. The guides were excellent and it finished on time... The fact that the tour is offered free is just wonderful and will be a very popular attraction. Thanks so much." – Linda A

Organization Committee

- In spite of many hours of hard work by Alliance staff and the Organization Committee, we were unable to max out in B&O dollars for the coming year. Though we came close (short by only about \$10,000), we, along with all the other Main Streets in the State, were surprised to see the state program max out the first of May (compared to early December the previous year). Unlike other programs, this will not impact our 2016 program. While the cap being reached at such an early date became fuel for our proposed bill to increase the state cap, the increase was not passed by the Legislature. The Gig Harbor Downtown Waterfront Alliance worked diligently encouraging our districts legislators to support the increase.

These efforts were overshadowed by the lack of funding for the State Main Street Program in the Senate's initial budget proposal. Again, the Alliance, including staff, board and committee members (and the city via letter), contacted legislators about the importance of maintaining this vital economic development program. In the end, the program was saved, but due to the uncertainty of funding, we lost our State Program Manager.

- Our annual meeting held during first quarter 2015 was a great success. We had a showing of the "Downtown Waterfront Alliance 2014 Year in Review" video, which we are now using for promotional purposes, fundraising, etc. We distributed the annual awards, and honored an outgoing "founding father" with the Anchor Award. It was a great evening filled with a lot of enthusiasm and positive energy. The video can be viewed at:
<https://www.youtube.com/watch?v=Fs24ewfJwc0>

Regular Communications include:

- The Downtown Waterfront Alliance continues regular updates to our website.
- Alliance e-mail newsletter is distributed via Constant Contact
- Email Blasts are sent as needed to inform the readership of upcoming district activities.
- Multiple Facebook pages, Twitter and Pinterest updates are posted on a regular basis.

Gig Harbor Wine & Food Festival

Planning for the 2015 Festival took center stage during the time frame of this report, with a new steering committee in place and regular meetings. The event was expanded into a multi-day event, with the goal to have a greater financial impact on the community. Sponsorship, winery, and restaurant procurement was a key element of our efforts during this time.

Other Committees: Alliance Executive Director served on the Chamber of Commerce US Open sub-committee; Summer Trolley CIT Committee (as well as the Trolley Marketing Sub-Committee); LTAC Committee; Leadership Council; Seattle Boat Show Committee.

Finances

- See Profit & Loss and Balance Statements attachments.

Other

- The Downtown Waterfront Alliance partnered with the City of Gig Harbor in a Seattle Boat Show booth. This is a great opportunity to reach out to the boating community, promote Gig Harbor as a destination, and a survey was conducted to find out what boaters are looking for in a community. 60% of the respondents indicated they want to see a farmers market.
- A total of 1,943 hours of volunteer support were provided to the Alliance during first and second quarters of 2015. Our volunteer hours jumped dramatically during 2nd quarter 2015 due to the addition of the clean-up day, addition of the Farmers Market, the walking tour planning, training and running, and the flower basket watering crew.

Training and Meetings

Trainings/Meetings attended by Alliance staff, Board of Directors and Committees in 2nd quarter 2014:

January 20-21, 2015:	Main Street Manager's Quarterly Meeting (Olympia)
January 21, 2015	Heritage Caucus - Main Street Presentation (Olympia)
March 30 - April 2, 2015	National Main Street Conference (Atlanta, GA)
May 5 - May 8, 2015	RevitalizeWA (Bellingham, WA) <i>(Attended by 9 Alliance staff, board members and committee members)</i>

Meetings and training provided by the Alliance during 4th Quarter 2014 for the Waterfront District include:

January 21, 2015	Monthly Waterfront District Roundtable Meeting
February 18, 2015	Monthly Waterfront District Roundtable Meeting
March 18, 2015	Monthly Waterfront District Roundtable Meeting
April 15, 2015	Monthly Waterfront District Roundtable Meeting
May 20, 2015	Monthly Waterfront District Roundtable Meeting
June 17, 2015	Monthly Waterfront District Roundtable Meeting



FARMERS MARKET

- LOCAL FRUITS & VEGETABLES
- FRESH FLOWERS
- LIVE MUSIC
- MASTER GARDENERS
- FUN FOR KIDS
- HARBOR WILD WATCH PRESENTATIONS



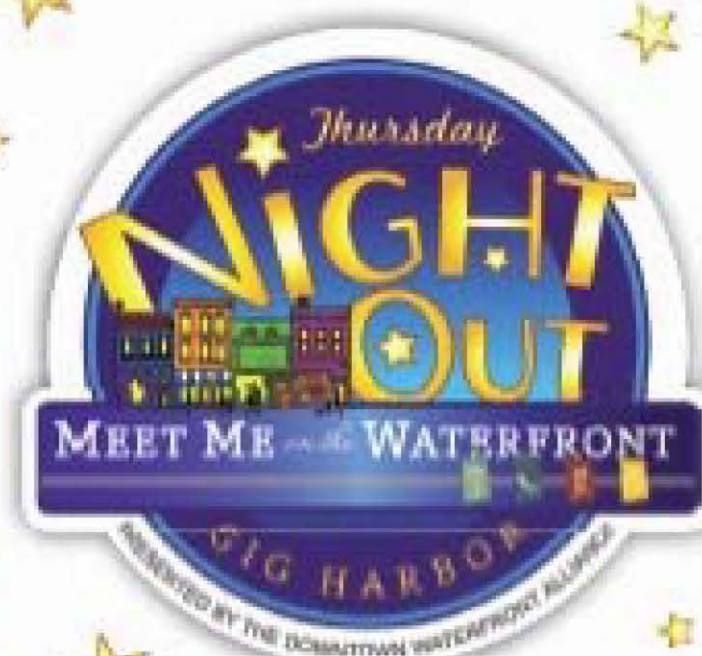
Every Thursday! **3PM-7PM**
SKANSIE BROTHERS PARK

The Downtown Waterfront...The Place to be on Thursdays!

- STORES OPEN LATE
- EXPERIENCE OUR UNIQUE ART GALLERIES
- RIDE THE TROLLEY – THURSDAYS 'TIL 8:30
- DINING SPECIALS

Every Thursday
 through the Summer

5PM-8PM



Presented By **DOWNTOWN WATERFRONT Alliance**

www.gigharborwaterfront.org



2015 Walking Audit Executive Summary of Findings Gig Harbor Downtown Waterfront Alliance

Walking is a very important part of Gig Harbor's Downtown Waterfront character. Our surveys show that on a weekday, nearly 1,000 walkers pass designated survey points on Harborview Drive. On Sundays the totals are over 3,000. They enjoy the flat walking route with spectacular views of the water, the mountain and our attractive town.

The City's comprehensive plan gives strong emphasis and consideration to non-motorized transportation. The following is a vision statement along with circulation and walkability goals from the plan:

• *A vibrant place where residents, visitors and boaters enjoy a walkable waterfront, picturesque views, and the natural environment.*

GOAL 3.1: Provide the opportunity to walk, bike, and utilize public transportation to move the residents, visitors, and boaters in a safe and orderly fashion in The Harbor

GOAL 3.2: Create and maintain a pedestrian-friendly environment throughout The Harbor by emphasizing safety, maintenance, and comfort.



To learn more about walking issues, together with the City, the Alliance retained "FeetFirst.Org" to conduct a walking audit along Harborview as shown in the map to the left. More than 20 community volunteers and City Staff members conducted an audit of downtown walking on February 4th, 2015.

Conclusions should help provide a framework for private and public policy actions to enhance the walking environment to meet Comprehensive Plan goals.

The following is a summary of some of the observations and conclusions:

SOME WALKING OBSERVATIONS

1. *Sidewalk quality varies* greatly and consistent maintenance is lacking
2. Sidewalk *width is narrow* and further reduced by *overgrown plantings* and some street furniture
3. Amenities along the waterfront need to be connected to walking areas
4. Water views are our greatest asset but *access and signage are poor*
5. There is a notable *lack of places to stop and sit* to encourage people to want to stay
6. *Walking use is very high* in the Harbor, particularly on weekends



WALKING AUDIT RECOMMENDATIONS

1. **Increase sidewalk width** to 10' to 12' in critical areas
2. Educate property owners to **trim back plantings so they don't interfere with walkers**
3. Add more "**pedestrian scale**" **way finding**, descriptive, and walking distance signs
4. **Add selected lighting**; particularly on the non-water side of Harborview
5. Add **way finding signs for public docks, public access trails & walkways, viewpoints** and public amenities
6. Encourage codes to require buildings to have an **active relationship with walking and the water**
7. **Minimize empty parking lots and wide driveways** along the waterfront
8. Consider investing in **added small public spaces** (streetscape, parklets, tables, benches, etc.)
9. **Encourage use of public spaces** (way finding, lighting, etc.):
 - Russell Foundation
 - Jerisich/Skansie Park (wider sidewalk)
 - Ancich Waterfront Park (beach access)
 - Eddon Boatyard Park (beach access)
 - Harbor History Museum
 - Bogue Viewing Platform (beach access)
 - Ferry Landing Park
 - Dorotich Pier
 - Austin Estuary Park (beach access)
 - Donkey Creek Park (reduce slope of stream front trail)

10. **Several Intersections are confusing and dangerous for pedestrians**

- Harborview and Stinson – consider moving sidewalk further East to improve safety
- Harborview and Pioneer – consider shortening the planter barrier to allow vehicle – pedestrian visibility for safety.
- Crosswalk markings without white lines are difficult for vehicle drivers to see

11. Plan signage and other actions to **encourage pedestrian use of the planned Cushman Connection Trail which will provide safe access to Downtown.**

12. **Consider added crosswalks to improve safety and to allow pedestrian walking loops:**

Harborview	halfway between Dorotich & Rosedale
Pioneer	north side of Judson
Harborview	between Soundview and Pioneer
North Harborview	near Finholm Grocery parking lot
Harborview	near Beach Basket and Austin Estuary Park

13. **Bicycle lanes and riding safety** in the downtown should be reviewed.

The detailed report will be completed soon but these summary observations and recommendations should be useful in the updates of the City's Comprehensive Plan.

Downtown Waterfront Alliance Design Committee-6/4/15



"Bring Our Community Together – Encourage Economic Vitality – Preserve Our Historic Character"

Report to the City of Required Public Activities

Gig Harbor Canoe & Kayak Racing Team

2015 Mid-Year Report

September 8, 2015

Presented by:

GHCKRT Site Compliance Committee

GHCKRT Board of Directors

Pursuant to the Facility Use Agreement between the City of Gig Harbor and Gig Harbor Canoe and Kayak Racing Team (GHCKRT) dated December 7, 2014, we would like to submit the following report of public benefit activities **for the six month period from January – June 2015** (shown in **bold text**). This is in compliance with Item 8 of the Facility Use Agreement.

Gig Harbor Canoe & Kayak Racing Team (GHCKRT) has been actively engaged in the public benefit activities outlined in the facility use agreement. The public benefit has been for both the participants and the general public and is considered as in kind compensation for use of the property. The activities are detailed and referenced by subsection below.

- A. Direct benefits to the participating youth, including:
- a. safe, health, and physical activity;

Member of the GHCKRT have participated in over **400 hours per paddler of time in the past year** on the water learning and improving their skills in sprint canoes and kayaks. **The development camps this summer introduced the sport to more than 30 local youth, with many kids participating in more than one session of the camp.**

- b. the opportunity to explore the harbor in human-powered watercraft;

As stated in item a above, team members have spent **over 400 hours per paddler on the water in the past year**. The youth have been out in rain, sun, wind, low-tide, high-tide, busy traffic, and no traffic. They have been able to use the harbor not only for perfecting their chosen sport, but for spiritual sustenance, nature appreciation, and fun. Their unique perspective by being so close to the water is an experience they love and recharges them each day.

- c. the opportunity to embrace Olympic ideals;

The Olympic motto: CITIUS-ALTIUS-FORTIUS; FASTER – HIGHER – STRONGER

Olympic maxim: The most important thing in the Olympic Games is not winning but taking part; the essential thing in life is not conquering but fighting well.

"Olympism is a philosophy of life, exalting and combining in a balanced whole the qualities of body, will and mind. Blending sport with culture and education, Olympism seeks to create a way of life based on the joy found in effort, the educational value of good example and respect for universal fundamental ethical principles. The goal of Olympism is to place sport at the service of the harmonious development of man, with a view to promoting a peaceful society concerned with the preservation of human dignity." (Olympic Charter, Fundamental Principles, paragraph 1, 2)

GHCKRT and Olympic Ideals

In addition to the Olympic motto, maxim, and definition of Olympism above, the International Olympic Committee has embraced three core values: Excellence, Friendship, and Respect. GHCKRT is a prime example of all of these Olympic ideals. We are a team that has produced top athletes in the field of flat-water canoe/kayak sprint and we hope to continue to do so; but that is not our only goal. The journey of each athlete is a prime focus of the team, and we strive to impart skills and attitudes that will

help the athletes not only in their sport, but in their life. GHCKRT welcome's all who are interested and, through our development program, provides the opportunity for each athlete to participate at the level they are able (both physical and financial).

Our team imparts the value of giving one's best (whatever that level is at that time). Winning is but one aspect of focus. Athletes learn to set personal goals, work toward them, and make progress on the water, in the gym, and in their daily lives. Every individual learns the rewards of having a strong body, mind, and will.

The camaraderie of the team is infectious. This is truly a team, not a harsh competitive environment. The friendships that develop through practice and competition provide the athletes bonds that develop regardless of where you live, what school you go to, or what religion you are. Respect is given because all understand the dedication it takes to commit to this sport. Commitment is seen in physical fitness, fair play, good sportsmanship, and team support.

Sport can be one the major influences on our youth. GHCKRT embodies Olympism and is a safe harbor for the kids of Gig Harbor and the surrounding areas to develop healthy lifestyles and strong life skills.

- d. and to represent our community and country in international competition.
 - **GHCKRT athletes competed in the 2015 USA National Sprint Trials on April 24th and 25th in Oklahoma City, Oklahoma. Based on USA National Sprint Trial results:**
 - **Six GHCKRT athletes were selected to represent the USA in the 2015 Junior World Championships in Montemor-O-Velho, Portugal in July.**
 - **Twelve GHCKRT athletes were selected to represent the USA at the 2015 Olympic Hopes Regatta in Bydgoszcz, Poland in September.**
 - **In June, GHCKRT hosted the Team USA training camp for the 2015 Junior Worlds and Olympic Hopes Men's Canoe Teams – athletes from around the country came to train with GHCKRT Coach Holm Schmidt to prepare for the 2015 international competitions.**
 - **GHCKRT athletes competed in the 2015 Bellingham Regatta on June 20, 2015 in Bellingham, Washington against US and Canadian teams.**

Please see the team website (www.ghckrt.com) for detailed results of the above.

B. Source of pride for the community

2015 Paddlers Cup & Expo

On April 11th – 12th, GHCKRT hosted the biggest ever Paddler's Cup and Expo, with more than 100 participants. This two-day event, held at Skansie Brothers Park, is a premiere event for Pacific Northwest canoe, kayak, paddleboard and outrigger athletes, featuring competitive racing and an on-shore expo with the industry's top manufacturers, clubs, retailers, and non-profit organizations.

Paddlers Cup competitive racing included:

- The Harbor Challenge, featuring distance races inside the Harbor.
- The Gig Harbor Heritage Classic, the revival of the annual paddle/race from Jersich Dock to Owens Beach and back. The Heritage Classic was part of the new Seafair NW Paddleboard Series, and attracted competitors from numerous states and Canada hoping to qualify for the 2015 Seafair competition in August.
- The Gig Harbor Paddlers Cup Dragon Boat Races, with teams from Gig Harbor Rotary, JBLM, Greater Gig Harbor Foundation, the City of Gig Harbor, Pierce Transit, Tickled Pink, and Java and Clay.

Additionally, GHCKRT hosted the first annual Rockin Paddle Gig at the Harbor History Museum as part of the Paddlers Cup. The event included dinner, live music, dancing, and a silent auction fundraiser to benefit GHCKRT.

The 2015 Gig Harbor Paddlers Cup and Expo received coverage in the Gateway, the Tacoma News Tribune, the Kitsap Sun, the Seattle Times, the Olympian, and the Bellingham Herald.

The Paddlers Cup was also featured on numerous websites, including Canoeing.com, Mensjournal.com, Seafair.com, Southsoundtalk.com, TravelAgeWest.com, Nwyachting.com, Standandpaddle.com, SUPconnect.com, Surfskinorthwest.com, and northwestpaddlesurfers.com

Establishment of the Gig Harbor Dragon Boat League

Due to the very enthusiastic reception of Dragon Boat racing introduced at the 2015 Paddler's Cup, GHCKRT partnered with the City and the Gig Harbor Marina in establishing a Gig Harbor Dragon Boat League. The League is open to all ages and is a less competitive, less time-consuming way for Gig Harbor community members to participate in a fun, co-ed racing experience. GHCKRT is providing the training and coaching for the league, and GHCKRT athletes assist with practice sessions.

Media Coverage

In addition to the extensive coverage of the 2015 Paddlers Cup, January through June was another great six months for general news and magazine articles and awareness of GHCKRT, with at least seven articles or columns about the team appearing the Gateway, and additional articles highlighting the team, individual athletes, and team-sponsored events appearing in

Gig Harbor Life, as the cover story in Gig Harbor Living Local, and others . More and more people in the community are learning about this sport and part Gig Harbor and GHCKRT has to play in it nationally. The events listed above and the recognition GHCKRT receives from them, highlights that strong athletes can come from small but strong communities.

- C. Daily clean-up of Gig Harbor waters by GHCKRT

Athletes and safety boats continue to gather trash that is found in the waters of the harbor each time they are out on the water.

- D. Daily clean-up of Property by GHCKRT

After every practice, all athletes are responsible for tidying up after themselves around the storage racks and the Property. In addition, older athletes are responsible for a final check of the Property to make sure personal items, trash, etc. are cleaned up.

- E. Quarterly clean-up of Property beach to mean lower-low water by GHCKRT

GHCKRT has conducted two beach clean-ups in January through June, 2015 – one In Spring and one in mid-Summer. The clean ups were timed to coincide with low tide. Pounds of broken glass was picked up in addition to other trash. Please see the GHCKRT Facebook page for beach clean up pictures.

- F. Yearly public presentation at the Property demonstrating the GHCKRT program and awards, participant skills, and local talent

On April 11th and 12th, GHCKRT sponsored and held the third annual Gig Harbor Paddlers Cup & Expo, as described above. We had races in both long distance and sprint in many types of human-powered watercraft, with awards ceremonies held throughout the weekend. Our local team and other local residents had strong participation. It was a great weekend of demonstrating our team and the different disciplines available in human-powered watersports.

- G. Year-round interpretive display on, or adjacent to, the portable boat storage racks identifying the benefits of exercise and the skills of canoeists and kayakers.

Please refer to the December 2014 report to the City, which includes an attachment showing the Interpretive Display.



Business of the City Council
City of Gig Harbor, WA

Subject: Resolution – Surplus Equipment

Dept. Origin: Information Services

Proposed Council Action:

Prepared by: Heidi Othman

Adopt Resolution No.1007
Surplusing the city-owned equipment.

For Agenda of: September 14, 2015
Exhibits: Resolution 1007

Initial & Date

Concurred by Mayor: JG 8-17-15
Approved by City Administrator: [Signature] 8/12/15
Approved as to form by City Atty: N/A
Approved by Finance Director: [Signature] 8/12
Approved by Department Head: [Signature]

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required, and dollar amounts (\$0).

INFORMATION / BACKGROUND

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

FISCAL CONSIDERATION

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

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Adopt Resolution No. 1007 surplusing this city-owned equipment.

RESOLUTION NO. 1007

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

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

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

To declare as surplus:

EQUIPMENT	Quantity	SERIAL #	Asset #.
Dell Precision Laptop 745	1	3605XD1	01539
Dell Latitude LT	1	FQ7MFC1	01453
Dell Precision Laptop	1	G605XD1	01538
Dell OptiPlex GX520	1	6N1DF91	?
Dell Precision M60 Laptop	1	21GHR61	?
Dell Latitude D810	1	J080J91	01329
Dell Inspiron 9300 Laptop	1	8YBZR71	01289
Dell Latitude D830	1	6VCW3G1	?
<u>Miscellaneous</u>			
Coolpix Camera	1	30040879	01905
Nikon	1	3564071	01062
Brother Typewriter 5x-4000	1	12e450821	?
Motorola HT1250	1	HTN9000c377673	01576
Dell Server rails	2 boxes	n/a	n/a
Dead UPS's	2		
<u>Printers</u>			
HP LJ7780	1	C8192a or 0789355200093-1	01693
HP P4515 TN	1	Cndy220577	01691

PASSED ON THIS 14th day of September, 2015.

APPROVED:

MAYOR JILL GUERNSEY

ATTEST/AUTHENTICATED:

MOLLY M. TOWSLEE, CITY CLERK

FILED WITH THE CITY CLERK: 08/10/15
PASSED BY THE CITY COUNCIL: 09/14/2015
RESOLUTION NO. 1007



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

Subject: Street Names – Harbor Hill

Proposed Council Action: Approve the naming of the streets within the Olympic Property Group’s Harbor Hill Plats S-1 & S-7 as described.

Dept. Origin: Building/Fire Safety
Prepared by: P. Rice *PR*
 Building Official/Fire Marshal
For Agenda of: September 14, 2015
Exhibits: Plat Map

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Initial & Date
PR 8-17-15
PonW 8/18/15
N/A
PR 8/17/2015

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

The residential plats of Harbor Hill Phase S-1 & S-7 are located to the South of Borgen Boulevard and East of Harbor Hill Drive. The developer has requested to name the streets within the development as:

Sentinel Drive, Athena Avenue, Brothers Court, Pershing Place, Echo Rock Place and Athena Court.

The development is not within the “historic name area”.

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

Staff has reviewed the applicable codes and finds the proposed names of the ways of travel within the Harbor Hill Phase S-1 & S-7 Final Plats are appropriate and consistent with City requirements.

FISCAL CONSIDERATION

There is no fiscal impact to the City.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Approve the naming of the streets within the Olympic Property Group’s Harbor Hill Phase S-1 & S-7 Final Plats as described.



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

Subject: Memorandum of Agreement with Pierce County for Commute Trip Reduction Administration.

Proposed Council Action:

Motion to approve and authorize the Mayor to execute the Memorandum of Agreement with Pierce County to administer the City's Commute Trip Reduction Plan.

Dept. Origin: Administration
Prepared by: Mary Ann McCool, HR Analyst *mamv*

For Agenda of: September 14, 2015

Exhibits: Memorandum of Agreement

Concurred by Mayor: *dg 9-1-15*
Approved by City Administrator: *Ron W 8/11/15*
Approved as to form by City Atty: *by email 8/31/15*
Approved by Finance Director: *SR 9/1/15*
Approved by Department Head: *mamv*

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

INFORMATION / BACKGROUND

In 2009, Council authorized a two-year Interlocal Agreement with Pierce County to administer the Commute Trip Reduction (CTR) Plan, required under Chapter 70.94 RCW.

This program requires a plan for both St. Anthony and City Employees involving coordination with St. Anthony Hospital, Pierce County, and Pierce Transit for the transit section of the plan.

Due to the staff time involved in administering the program, Council agreed to the agreement for Pierce County to administer the program in exchange for the city's share of state funds (\$3,791 over a two-year period).

In exchange for these funds, Pierce County will perform several activities that are outlined in Attachment B of the Interlocal. Just a few of these services include:

1. Submit a detailed administrative work plan to WSDOT;
2. Identify deliverables, schedule and budget specific to any tasks associated with the agreement;
3. Notification of Requirements for Newly Affected Worksites;
4. Review of Employer Program Reports;
5. Administration of Surveys;
6. Review of Program Exemption Requests.

The work plan also includes other tasks that are defined in approved and locally adopted CTR plans for the implementation of the local CTR program. These may include, but are not limited to, employer training, incentives, promotion and marketing, and emergency ride home. In addition, the work plan shall identify specific or overall performance measures for each task and deliverable.

The cities of DuPont, Fife, Lakewood, Puyallup, Sumner, and University Place all contract with Pierce County.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Approve and authorize the Mayor to execute the Memorandum of Agreement with Pierce County to administer the City's Commute Trip Reduction Plan.

**MEMORANDUM OF AGREEMENT
BETWEEN PIERCE COUNTY AND THE CITY OF GIG HARBOR
REGARDING
TRANSPORTATION DEMAND MANAGEMENT**

THIS MEMORANDUM OF AGREEMENT is entered into this day by and between **PIERCE COUNTY**, a political subdivision of the State of Washington (herein referred to as "COUNTY") and **the CITY OF GIG HARBOR**, a municipal corporation of the State of Washington (herein referred to as "CITY").

WITNESSETH

WHEREAS, RCW 70.94.527, (Commute Trip Reduction Efficiency Act "ACT") requires counties containing urban growth areas and cities and towns with "major employers," that are located within urban growth areas with a state highway segment exceeding the threshold of one hundred person hours of delay or jurisdictions that are located in contiguous urban growth areas, or are within an urban growth area with a population greater than seventy thousand people that adopted an ordinance before the year 2000 or jurisdictions that are located in contiguous urban growth areas, or contain a major employment installation in an affected county to develop ordinances, plans and programs to reduce Vehicle Miles Traveled (VMT) and drive alone commute trips, and thereby reduce vehicle-related air pollution, traffic congestion and energy use, and

WHEREAS, RCW 70.94.541 (2) provides for technical assistance to counties, cities, and towns in developing and implementing Commute Trip Reduction ("CTR") plans and programs, and

WHEREAS, RCW 70.94.521 through RCW 70.94.555 establishes the State's leadership role, and the requirements and parameters to reduce traffic congestion, fuel use, and air pollution through the Commute Trip Reduction programs, including the Growth and Transportation Efficiency Centers in Washington State; and

WHEREAS, RCW 47.06.050 requires that when planning capacity and operational improvements, the State's first priority is to assess strategies to enhance the operational efficiency of the existing system, and states that strategies to enhance the operational efficiencies include, but are not limited to, access management, transportation system management, and demand management ("Strategies"); and

WHEREAS, RCW 47.01.078 directs the State to develop strategies to reduce the per capita vehicle miles traveled, to consider efficiency tools including commute trip reduction and other demand management tools, and to promote the integration of

multimodal planning in support of the transportation system policy goals described in RCW 47.04.280; and

WHEREAS, the Legislature has directed the State to increase the integration of public transportation and the highway system, to facilitate coordination of transit services and planning, and to maximize opportunities to use public transportation to improve the efficiency of transportation corridors (RCW 47.01.330); and

WHEREAS, RCW 47.80.010 encourages the State and local jurisdictions to identify opportunities for cooperation to achieve statewide and local transportation goals; and

WHEREAS, the State of Washington in its Sessions Laws of 2015, Chapter 10, Section 220 (6) and (7), authorizes funding for Public Transportation and Commute Trip Reduction programs and other special proviso funding through the multi-modal transportation account as identified in the budget through its 2015-2017 biennial appropriations to WSDOT; and

WHEREAS, the COUNTY and CITY have agreed upon a Statement of Work for the City as set forth in "Attachment B," attached hereto and incorporated herein by this reference; and

WHEREAS, the COUNTY and CITY have agreed that the COUNTY should perform certain tasks outlined in the City Statement of Work.

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties hereto agree as follows:

SECTION 1.0 PURPOSE

The purposes of this AGREEMENT are: (1) to allocate to the CITY its proportionate share of State funds for implementing and administering a CTR plan, (2) to continue a cooperative approach among the CITY, the COUNTY, Pierce Transit and other jurisdictions in Pierce County required to plan and administer programs under the ACT in order to address interjurisdictional issues and to meet the statutory requirements of coordination and consistency among the jurisdictions' respective CTR plans, and (3) transfer to the COUNTY the CITY'S responsibilities as defined in Attachment B, Statement of Work for the City, except for Section 2. A., "Work to be Performed."

SECTION 2.0 FUNDING

The sole funding source for this AGREEMENT is funds obtained by Pierce County from WSDOT. Distribution of WSDOT funds to the CITY shall be based on the methodology set forth in "Attachment A," Fund Allocation Methodology for Washington State Department of Transportation Commute Trip Reduction Funds, attached hereto and

incorporated herein by this reference. Funding under this AGREEMENT is dependent upon the COUNTY'S receipt of funds from WSDOT in accordance with the provisions of Agreement Number GCB2163.

SECTION 3.0 SERVICE PROVISIONS

The funds provided to the CITY under this AGREEMENT shall be used solely for the activities described in Attachment B, "Statement of Work for the City," which, by this reference, is made a part of this AGREEMENT.

SECTION 4.0 AGREEMENT PERIOD

Regardless of the execution date, the effective date of this AGREEMENT shall be July 1, 2015. The expiration date shall be June 30, 2017.

SECTION 5.0 REIMBURSEMENT PROVISION

Payment requests by the CITY must be made before July 7, 2017 or within eight (8) days of the termination of this AGREEMENT, whichever occurs sooner. Untimely payment requests need not be honored by the COUNTY.

All invoices and warrants shall be based on and paid on eligible work performed and eligible costs incurred up to the Agreement amount. Upon the COUNTY'S receipt of funds from WSDOT, the COUNTY will remit a warrant for payment of these funds to the CITY by using the methodology set forth in Attachment A.

The COUNTY will retain all of the CITY'S funds as set forth in Attachment A. In exchange, the COUNTY in cooperation with Pierce Transit shall complete the CITY'S responsibilities as defined in Attachment B, "Statement of Work for the City (except for 2.A.)," hereto attached shall be performed by the COUNTY for all affected employer worksites doing business in the CITY.

SECTION 6.0 PLAN/PROGRAM FOR CITY EMPLOYEES

The COUNTY shall not be responsible for providing, assisting in the development of, record keeping, or otherwise participating in the CITY'S Commute Trip Reduction Program or Plan for its own employees.

SECTION 7.0 PROJECT RECORDS

The CITY agrees to establish and maintain for the project either a separate set of accounts or accounts within the framework of an established accounting system, in order to sufficiently and properly reflect all eligible direct and related indirect project costs claimed to have been incurred in the performance of this AGREEMENT. Such accounts are referred to herein collectively as the "Project Account." All costs claimed against the Project Account must be supported by properly executed payrolls, time

records, invoices, contracts, and payment vouchers evidencing in sufficient detail the nature and propriety of the costs claimed.

SECTION 8.0 PROGRESS REPORTS

The CITY shall submit to the COUNTY quarterly progress reports so that the COUNTY and WSDOT may adequately and accurately assess the progress made under the terms of this AGREEMENT. The progress reports shall be prepared as prescribed by WSDOT on the forms provided in Attachment C, "Project Progress Report" and/or as provided and modified by WSDOT staff. The CITY shall provide a final progress report, as prescribed in Attachment D, "Final Project Progress Report" and/or as provided and modified by WSDOT staff. Project Progress Reports for the first seven (7) quarters are to be submitted to the COUNTY no later than thirty-five (35) days from the end of each calendar quarter. The Final Project Progress Report for the eighth quarter is due to the COUNTY no later than July 7, 2017 or eight (8) days past termination of the contract, whichever is applicable.

SECTION 9.0 AUDITS, INSPECTIONS AND RECORDS RETENTION

- a) The CITY shall cooperate with and freely participate in any monitoring or evaluation activities conducted by WSDOT that are pertinent to the intent of this AGREEMENT.
- b) WSDOT, State Auditor, and any of their representatives shall have full access to and the right to examine during normal business hours and as often as they deem necessary, all the CITY'S records with respect to all matters covered in this AGREEMENT. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and audits of all contracts, invoices, materials, payrolls, and other matters covered by this AGREEMENT. In order to facilitate any audits and inspections, all documents, papers, accounting records, and other materials pertaining to this AGREEMENT shall be retained by the CITY for six (6) years from the date of completion of the project or the project final payment date; or, in case of litigation, the CITY must retain all records until litigation is completed. The CITY shall be responsible to assure that it, WSDOT, the State Auditor, and any of their representatives, retain comparable audit rights with respect to subcontractors to the CITY within the scope of this Agreement.

SECTION 10.0 STATEMENT OF WORK

The CITY shall complete the tasks set forth in "Attachment B," Statement of Work for the City, attached hereto and incorporated herein by this reference.

SECTION 11.0 SUBCONTRACTING

As allowed under RCW 70.94.521-551, the CITY may elect to enter into a contract with a third party as a means of meeting the requirements of ACT. A separate

agreement/contract shall be adopted by affected parties. This action does not release the jurisdiction from meeting requirements of RCW 70.94.521-551.

Any subcontract entered into must identify the work being provided by the subcontractor and must contain an agreement to comply with all of the conditions and requirements associated with RCW 70.94.521-551. Each subcontract must also include a statement of indemnification that indemnifies Washington State, WSDOT, and the COUNTY.

Any party to this AGREEMENT may enter into agreements through the interlocal cooperation act or by resolution or ordinance, as appropriate, with other jurisdictions, local transit agencies, or regional transportation-planning organizations to coordinate the development and implementation of CTR plans. Parties entering into such agreements must provide notice to the COUNTY.

SECTION 12.0 COMPLIANCE WITH LAWS AND REGULATIONS

In carrying out the terms of this agreement, the CITY agrees to abide by all applicable state and federal laws and regulations, including but not limited to those concerning employment, equal opportunity employment, nondiscrimination assurances, project record keeping necessary to evidence agreement compliance, and retention of all such records. In carrying out the terms of this agreement, the CITY will adhere to all of the nondiscrimination provisions in Chapter 49.60 RCW and will also comply with the Americans with Disabilities Act, Public Law 101-336, which provides comprehensive civil rights protections to individuals with disabilities in the areas of employment public accommodations, state and local government services and telecommunication. In carrying out the terms of this agreement, the CITY will adhere to RCW 73.16.010 which provides employment preference in every public department and upon all public works of the state for certain veterans.

SECTION 13.0 AGREEMENT MODIFICATIONS

Either party may request changes to this agreement, including changes in the Statement of Work. Such changes which are mutually agreed upon shall be incorporated as written amendments to the AGREEMENT. No variation or alteration of the terms of this AGREEMENT shall be valid unless made in writing and signed by authorized representatives of the parties hereto.

SECTION 14.0 TERMINATION OF AGREEMENT

This AGREEMENT may be terminated immediately upon provision of written notice by one party in the event the other fails to perform its obligations as described in this AGREEMENT.

Any party may also terminate this AGREEMENT for convenience and without cause by providing the other party with written notice not less than sixty (60) days in advance.

This AGREEMENT may be terminated upon provision of written notice not less than (14) fourteen days prior to the effective date of termination, if the requisite state funding is reduced or becomes unavailable through failure of appropriation or otherwise.

This AGREEMENT may be terminated immediately upon provision of written notice should WSDOT determine that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds.

If this AGREEMENT is terminated prior to fulfillment of the terms stated herein, the CITY shall be reimbursed only for actual and eligible expenses incurred under this AGREEMENT prior to the date of termination and only to the extent of appropriated funds available at the time of termination.

SECTION 15.0 SPECIAL PROVISION

The COUNTY'S or CITY'S failure to insist upon the strict performance of any provision of this AGREEMENT, or to exercise any right based upon breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this AGREEMENT.

SECTION 16.0 DEFENSE AND INDEMNITY

The CITY agrees to defend, indemnify and save harmless the County, its appointed and elected officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting there from, sustained by any person or persons and for damages to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the CITY, his/her Subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees.

The preceding paragraph is valid and enforceable only to the extent of the CITY'S negligence where the damages arise out of services or work in connection with or collateral to, a contract or agreement relative to construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving and demolition in connection therewith, a contract or agreement for architectural, landscape architectural,

engineering, or land surveying services, or a motor carrier transportation contract and where the damages are caused by or result from the concurrent negligence of (i) the County or its agents or employees, and (ii) the CITY or the CITY's agents or employees

With respect to the performance of this Agreement and as to claims against the County, its officers, agents and employees, the CITY expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the CITY. This waiver is mutually negotiated by the parties to this Agreement.

SECTION 17.0 GOVERNING LAW AND VENUE

This AGREEMENT shall be construed and enforced in accordance with and the validity and performance thereof shall be governed by the laws of the State of Washington. Venue of any suit between the parties arising out of this AGREEMENT shall be the Superior Court of Pierce County, Washington.

SECTION 18.0 SEVERABILITY

In the event that any term or condition of this AGREEMENT or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms or conditions of this AGREEMENT which can be given effect without the invalid term or condition. To this end the terms and conditions of this AGREEMENT are declared severable.

SECTION 19.0 RECAPTURE PROVISION

In the event WSDOT determines that the CITY fails to expend State funds in accordance with state law and/or the provisions of this AGREEMENT, WSDOT reserves the right to recapture state funds in an amount equivalent to the extent of noncompliance. The COUNTY reserves the right to withhold further reimbursements to the CITY until WSDOT notifies the COUNTY that reimbursements may be resumed.

Such right of recapture shall exist for a period not to exceed three (3) years following the termination of this AGREEMENT. Repayment by the CITY of State funds under this provision shall occur within thirty (30) days of demand.

SECTION 20.0 ADDITION OF PARTIES OR CHANGE IN STATUS

In the event a jurisdiction becomes affected by RCW 70.94.521-551, the COUNTY will assist the jurisdiction in the development of their CTR ordinance and plan until state funds can be reassessed on the quarterly schedule. The CITY is a party to this AGREEMENT, and if it finds it is no longer required to implement a CTR Plan, it may continue to be a party to this AGREEMENT for purposes of participating in the Technical Work Group for information

sharing but shall not receive state funds effective with the quarter following the change in status.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of the date and year written above.

PIERCE COUNTY

CITY OF GIG HARBOR

BRIAN J. ZIEGLER
Public Works Director

JILL GUERNSEY
Mayor

Date

Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Deputy Prosecuting Attorney

City Attorney

Date

Date

Budget and Finance

Date

Attachment A

**FUND ALLOCATION METHODOLOGY FOR
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
COMMUTE TRIP REDUCTION (CTR) FUNDS**

Funding allocated by WSDOT for local implementation of CTR activities is based on the following formula:

1. Fifty percent of the WSDOT allocation to Pierce County shall be allocated to Pierce Transit.
2. The remaining state funding for local CTR implementation will be allocated to the affected jurisdictions based on the number of affected worksites in each jurisdiction.
3. At the end of the final quarter any unclaimed state funds shall be allocated to the entities which have reported expenses beyond their allocations. The allocation of unclaimed amounts shall follow steps 1 and 2 as stated above. Unclaimed state funds and over expenditures will be determined by the amounts reported in the final progress report.

**July 1, 2015 – June 30, 2017 Allocation
Based on numbers as of April 15, 2015**

	Number of Worksites	Total Allocation
Pierce Transit	n/a	\$64,437
Pierce County	10	\$18,950
City of DuPont	4	\$7,581
City of Fife	3	\$5,686
City of Gig Harbor	2	\$3,791
City of Lakewood	7	\$13,265
City of Puyallup	4	\$7,581
City of Sumner	2	\$3,791
City of University Place	2	\$3,791
TOTAL		\$128,873

ATTACHMENT B

STATEMENT OF WORK FOR THE CITY

CITY Statement of Work

The CITY shall perform the following tasks:

1. Administrative Work Plan

The CITY agrees to submit to WSDOT an administrative work plan by the end of the first quarter of this agreement or when the CITY submits its first invoice, whichever is sooner.

- A. The work plan shall identify the deliverables, schedule, expected outcomes, performance measures and the budget specific to strategies associated with this AGREEMENT and other strategies as defined in approved and locally adopted CTR or GTEC plans. These may include, but are not limited to, recruiting new employer worksites, reviewing employer programs, administering surveys, reviewing program exemption requests, providing employer training, providing incentives, performing promotion and marketing, and providing emergency ride home and other commuter services.
- B. The administrative work plan budget shall identify how the CITY will use the state funds provided in this AGREEMENT for each task. The work plan shall also provide an estimate of the other financial resources not provided in this AGREEMENT will be used to complete each task.
- C. The administrative work plan must be approved in writing by the WSDOT Project Manager and signed by the CITY, and shall be incorporated as a written amendment to the AGREEMENT. The work plan may be amended based on mutual written agreement between the WSDOT Project Manager and the CITY.

2. Work to be Performed

- A. The CITY has enacted or will enact a Commute Trip Reduction (CTR) ordinance in compliance with RCW 70.94.521-.555.
- B. The CITY agrees to implement a CTR program based on the approved administrative work plan and the draft or adopted local CTR plan and to comply with all provisions of the CITY ordinance.

3. Use of State Funds for Incentives

The CITY agrees to use State funds provided as part of this AGREEMENT in accordance with incentives guidance to be provided by WSDOT.

4. Implementation Plans

The CITY shall incorporate appropriate sections of the Project Scope of Work and Incentives Guidance, as well as the approved Work Plan, in all agreements with eligible contracting partner(s), as necessary, to coordinate the development, implementation, and administration of the CTR plans, and compliance with applicable ordinances.

5. Appeals, Exemptions, and Modifications

The CITY shall maintain an appeals process consistent with this AGREEMENT and applicable ordinances, and procedures contained in the Commute Trip Reduction Guidelines which may be obtained from WSDOT or found at <http://www.wsdot.wa.gov/transit/ctr/law.htm>.

6. Survey Coordination

The CITY agrees to coordinate with WSDOT and its contracting partners for commute trip reduction employer surveys.

7. Database Updates

The CITY agrees to provide WSDOT, the COUNTY and Pierce Transit with updated lists of affected or participating worksites, employee transportation coordinators, and jurisdiction contacts, as requested. These updates will be submitted in a format specified by WSDOT.

8. Planning Data

The CITY agrees to provide WSDOT with the CTR program goals established for newly affected worksites when they are established by the local jurisdiction. The CITY agrees to provide WSDOT with updated program goals for affected worksites and jurisdictions as requested. These updates shall be submitted electronically in a format specified by WSDOT.

9. Coordination with Local CTR Efforts

The CITY agrees to be an active member of the Pierce County TDM/CTR Technical Work Group.

10. Coordination with Regional Transportation Planning Organization

The CITY shall coordinate the development and implementation of its CTR plan and programs with the applicable regional transportation planning organization (RTPO). The CITY agrees to notify the RTPO of any substantial changes to its plans and programs that could impact the success of the regional CTR plan. The CITY agrees to provide information about the progress of its CTR plan and programs to the RTPO upon request.

ATTACHMENT C
Project Progress Report

Commute Trip Reduction (CTR) Quarterly Project Report

Reporting quarter:		Date:	
Organization:		Agreement number:	GCB 2163
Biennial targets	Estimate of drive-alone trips to reduce to meet goal:		
Key deliverables: <i>(from work plan)</i>	•		
Completed activities this quarter			
•			
Planned activities for next quarter			
•			
Describe issues, risks or challenges and resolutions			
•			
Estimated expenditures of state funds for this quarter			
•			

ATTACHMENT D Final Project Progress Report

Commute Trip Reduction (CTR) Final Project Report

Biennium:	2015-2017	Date:	
Organization:		Agreement number:	GCB 2163
Biennial targets	Estimate of drive-alone trips to reduce to meet goal:		
	•		
Deliverables: <i>(from work plan)</i>	•		
Describe your progress on each of your deliverables this biennium.			
•			
Did you meet your targets for this biennium? Why or why not?			
What were your major successes this biennium? How did they help you make progress toward the goals in your jurisdiction's CTR plan(s)?			
•			
What were your major challenges this biennium? How did they hinder your progress toward the goals in your jurisdiction's CTR plan(s)?			
•			
How do you measure the performance of your strategies?			
•			
What did you learn this biennium?			
•			
What would help you be more successful in the future? Please be specific (If it's more resources, how much and what would they be for, etc.).			
•			

For each of the strategies in your administrative work plan, describe your expected outcomes, whether you met those outcomes, and why or why not.

Strategy	Expected outcomes	Performance measures	Outcomes met?	Why or why not?

If your organization used other financial resources besides state CTR funds to implement the activities in your administrative work plan for this agreement, please provide the information below.

Source of local funds	Total spent this agreement	How the funds were used
Total local funds:		

If your organization disbursed any state CTR funds to other organizations to implement the activities in your administrative work plan for this agreement, please list the total amount disbursed for the biennium below.

Organization	Total disbursed this agreement	Purpose of disbursal
Total disbursement:		



Business of the City Council
City of Gig Harbor, WA

Subject: Parks, Recreation, and Open Space (PROS) Plan Update – Consultant Services Contract/Municipal Solutions

Dept. Origin: Public Works

Proposed Council Action: Authorize the Mayor to execute a Consultant Services Contract with Municipal Solutions for the Parks, Recreation, and Open Space (PROS) Plan Update in an amount not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00).

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

For Agenda of: September 14, 2015

Exhibits: Professional services contract with scope and fee.

Initial &
Date

Concurred by Mayor: *JG 9-10/15*

Approved by City Administrator: *RW 9/10/15*

Approved as to form by City Atty: *via email 9/9/15*

Approved by Finance Director: *9/9/15*

Approved by Department Head: *ADK 9/9/15*

Expenditure Required	\$ 40,000	Amount Budgeted	\$ 40,000	Appropriation Required	\$ 0
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INFORMATION/BACKGROUND

The City of Gig Harbor currently owns and/or operates 23 park facilities. Some of these facilities are fully developed, active-use parks. Others are passive-use parks or vacant lands without a master plan. Many of the 23 facilities were updated or acquired since the City's Parks, Recreation, and Open Space (PROS) Plan was last updated in 2010.

The intent of this update is to provide a park planning document that is consistent with the City's Comprehensive Plan, six-year capital improvement plan, and biennial budget while allowing the City to remain eligible for grant funding.

FISCAL CONSIDERATION

The 2015-16 Parks Development Fund has allocated the following for this project:

2015-16 Budget for Parks, Recreation, and Open Space Plan Update, Objective No. 8	\$ 40,000
Anticipated 2015 & 2016 Expenses:	
Consultant Services Contract – Municipal Solutions	(\$ 40,000)
Remaining 2015-16 Budget =	\$ 0.00

BOARD OR COMMITTEE RECOMMENDATION

The draft 2015-16 Budget identified a comprehensive PROS Plan update that was performed by wholly by a consultant and included park impact fee considerations and level of service review. Due to budgetary restrictions, the adopted budget identifies a limited consultant role with a majority of the work being performed by the proposed Parks Manager. However, the Parks Manager position has yet to be filled. This topic was eventually presented to the Public Works Committee at their March 2015 and April 2015 meetings with a recommendation to provide the limited update to the PROS Plan due to budgetary restrictions and without the Parks Manager position being filled.

RECOMMENDATION/MOTION

Authorize the Mayor to execute a Consultant Services Contract with Municipal Solutions for the Parks, Recreation, and Open Space (PROS) Plan Update in an amount not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00).

**PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
MUNICIPAL SOLUTIONS, PLLC**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and Municipal Solutions, PLLC, a Limited Liability Company organized under the laws of the State of Washington (the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in Updating the City of Gig Harbor Parks, Recreation and Open Space Plan and desires that the Consultant perform services necessary to provide the following consultation services; and

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

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

TERMS

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

2. Payment.

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Forty Thousand Dollars and No Cents (\$40,000.00) 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. The Consultant's staff and billing rates shall be as described in **Exhibit A – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit A**, unless the parties agree to a modification of this Contract, pursuant to Section 17 herein.

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

3. **Duration of Work.** The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by March 31, 2016; provided however, that additional time shall be granted by the City for excusable days or extra work.

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

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

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

7. **Indemnification.**

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

suits including attorneys fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

8. Insurance.

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

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

1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and
2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employers liability, and
3. Professional Liability insurance with no less than \$1,000,000 per occurrence. All policies and coverages shall be on an occurrence basis by an 'A' rated company licensed to conduct business in the State of Washington.

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

D. The City of Gig Harbor shall be named as an additional insured on the Consultant's commercial general liability policy. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for

coverage necessary in Section B. The City reserves the right to receive a certified and complete copy of all of the Consultant's insurance policies upon request.

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

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

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

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

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

12. Work Performed at the Consultant's Risk. The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and subconsultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the

Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

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

14. Resolution of Disputes and Governing Law.

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

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

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

CONSULTANT:
Municipal Solutions, PLLC
ATTN: Emily Terrell, AICP
906 Wood Avenue
Sumner, WA 98390
(253) 709-6044

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

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

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

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

CONSULTANT

CITY OF GIG HARBOR

By: *Crilly*
Its: *Principal*

By: _____
Mayor Jill Guernsey

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

City of Gig Harbor 2016 Parks, Recreation and Open Space Plan

Scope of Work

Phase	Task	Date	Deliverable	Hours by Phase	Hourly Rate	Cost by Phase
1	Initial Information Gathering and Review of Existing Plans and Documents	Project Start 9/15/15		18	\$125	\$2,250
2	Inventory of Existing Parks and Recreation Resources	Mid-Sept to Mid-Oct 2015		40	\$125	\$5,000
	Update facilities since last plan		Inventory Chapter and Parks Profiles Appendices			
	Inventory facilities from Adjacent Jurisdictions					
	PenMet					
	Pierce County					
	School Districts and Post Secondary					
	Others					
	Compile Inventory with Maps and Narratives					
3	Public Involvement	Mid-Sept to Mid-Dec 2015		36	\$125	\$4,500
	Parks Commission		Public Involvement Chapter and Appendices			
	October Meeting - Introduction	10/7/2015				
	November Meeting - Inventory of Existing Facilities and Preliminary Survey Results	11/4/2015				
	December Meeting - Demands and Needs Analysis and Visions Goals and Policies	12/2/2015				
	Public Survey					
	Draft Survey	week of 9/15/15				
	Post on City Website & Facebook	9/21/15 - 10/31/15				
	Share survey link with Related Agencies	week of 9/21/15				
	Analyze Results					
	Compile All Public Involvement Comments					

EXHIBIT A

**City of Gig Harbor 2016 Parks, Recreation and Open Space Plan
Scope of Work**

Phase	Task	Date	Deliverable	Hours by Phase	Hourly Rate	Cost by Phase
4	Demographics and Land Use Import and Update info from 2010 PROS Plan 2015 Comprehensive Plan Update 2011-2016 Budget Capital Improvements Plans Staff Input Compile Demographics and Land Use Introduction Chapter Use in Demand and Needs Analysis	Mid-Sept to End-Oct 2015	Introduction Chapter	48	\$125	\$6,000
5	Demands and Needs Analysis Incorporate info from Phase 4 Create Parks Levels of Service Standards Identify Opportunities Identify Deficiencies	November 2015	Demands and Needs Analysis Chapter	48	\$125	\$6,000
6	Vision, Goals and Policies Update visions, goals and policies from 2010 PROS Based on 2011-2016 Budget Results of Public Involvement Results of Demand and Needs Analysis	Mid-Nov to Mid-Dec 2015	Visions, Goals and Policies Chapter	20	\$125	\$2,500
7	Acquisition and Development Plan Update 2010 PROS Plan Capital Improvements Plans Existing Acquisitions and Development Plans 2016 Draft Parks Capital Improvements Program Next Steps and Future Focus Areas Individual Parks Master Plans By Use Group	December 2015	Acquisition and Development Plan and Draft Parks Capital Improvement Plan	36	\$125	\$4,500
8	Compile Final Draft	End of December 2015	Final Draft for Review	32	\$125	\$4,000

EXHIBIT A

City of Gig Harbor 2016 Parks, Recreation and Open Space Plan

Scope of Work

Phase	Task	Date	Deliverable	Hours by Phase	Hourly Rate	Cost by Phase
9	Adoption	January to February 2016		42	\$125	\$5,250
	Parks Commission					
	January Meeting - Acquisition and Development Plan and Final Draft Discussion	1/6/2016	Final Draft for Comment			
	Possible Second Meeting	Mid-January	Edited Final Draft			
	February Meeting (if needed)	2/3/2016	Edited Final Draft			
	PW Committee					
	January Meeting	1/13/2016	Final Draft for Comment			
	Possible Second Meeting	Mid-January	Edited Final Draft			
	Council					
	SEPA	1/1/2016	SEPA Checklist, DNS and Public Notice			
	Council First Reading	2/8/2016	AB and Final Draft			
	Council Adoption	2/22/2106	AB, Ordinance, and Final Draft			
	WA RCO					
	Transmit Final Draft	Before 3/1/2016	Final Adopted Document			
		Project Ends 3/1/16	Total Hours for Project	320	\$125	\$40,000



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

Subject: Well No. 11 Final Design – Amendment #2 to the Consultant Services Contract with Carollo Engineers, Inc.

Proposed Council Action: Authorize the Mayor to execute an Amendment to the Consultant Services Contract with Carollo Engineers., for the Well #11 Final Design Project in an amount not to exceed Forty Thousand Six Hundred Sixty-One Dollars and Zero Cents (\$40,661.00).

Dept. Origin: Public Works

Prepared by: Trent Ward, PE
Senior Engineer

For Agenda of: September 14, 2015

Exhibits: Amendment to Consultant Services Contract with Scope and Fee

Initial &
Date

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

TG 9-4-15
RW 9/3/15
Per email dated 9-3-15
JF 9-4
SDA 9/4/15

Expenditure Required	\$40,661.00	Amount Budgeted	\$2,000,000.00	Appropriation Required	\$0
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INFORMATION/BACKGROUND

In February 2014, the City contracted with Carollo Engineers to provide final design of the Well #11 production well facilities, as proposed in the City’s 2014 Budget.

The work under the original contract provided for a hydraulic analysis of the City’s water system, development of a site plan, and development of contract documents for installation of a motor and pump assembly, well house, back-up generator, and connection to the existing water system.

As part of the design, Well # 11’s impact on system hydraulics identified challenges to the current 450 zone. Based on this evaluation, in December of 2014 the City executed Contract Amendment #1 to Carollo to determine the feasibility of creating a new hydraulic zone to be added to the water system for the North Tank and Well #11. The analysis established the rezone boundaries and operating rules for the proposed and existing infrastructure.

Based upon the City’s review of the analysis provided by Carollo under contract Amendment #1, the City has decided to add a new hydraulic zone to the system for the North Tank and Well #11. Amendment #2 authorizes Carollo Engineers and their subconsultants to complete the design of associated improvements required to facilitate the addition of this new hydraulic zone.

FISCAL CONSIDERATION

The 2015-16 Water Division Capital Fund has allocated the following for this project:

2015-16 Budget for Deep Aquifer Well Development, Water Division Capital, Objective No. 1	\$2,000,000.00
Anticipated 2015 & 2016 Expenses:	
Amendment #1 Carollo Consultant Services Contract (December 2014)	\$(48,932.00)
Amendment #2 Carollo Consultant Services Contract	\$(40,661.00)
<i>Power and Telemetry Design and Installation</i>	<i>\$(160,000.00)</i>
<i>Public Works Construction Contract for Well Facilities</i>	<i>\$(1,750,407.00)</i>
Remaining 2015-16 Budget =	\$ 0.00

Note: Expenses in *italics* are estimated.

BOARD OR COMMITTEE RECOMMENDATION

This work has not been formally presented to a board or committee. Rather, the need for this work has been identified in the City's Water System Plan and continues to be supported in the City's budget.

RECOMMENDATION/MOTION

Authorize the Mayor to execute an Amendment to the Consultant Services Contract with Carollo Engineers., for the Well #11 Final Design Project in an amount not to exceed Forty Thousand Six Hundred Sixty-One Dollars and Zero Cents (\$40,661.00).

**SECOND AMENDMENT
TO
CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
CAROLLO ENGINEERS, Inc.**

THIS SECOND AMENDMENT is made to that certain Consultant Services Contract dated February 18, 2014, as amended on December 8, 2014, (the "Agreement"), by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Carollo Engineers Washington, P.C. a Washington corporation, now known as Carollo Engineers, Inc., a Delaware corporation (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in completing the Well #11 Final Design and desires to revise consultation services in connection with the project; and

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

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

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

Section 2. Compensation. Section 2(A) of the Agreement is amended to increase compensation to the Consultant for the work to be performed as described in **Exhibit A** in an amount not to exceed Forty Thousand Six Hundred Sixty-One Dollars and Zero Cents (\$40,661.00), as shown in **Exhibit B**, attached to this Amendment and incorporated herein,

Section 3. Duration of Work. Section 4 of the Agreement is amended to extend the duration of this Agreement to March 1, 2016.

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

IN WITNESS WHEREOF, the parties have executed this Amendment on this _____ day of _____, 2015.

CONSULTANT

CITY OF GIG HARBOR

By: Lara Kammereck
Lara R. Kammereck

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

SCOPE OF WORK

City of Gig Harbor Rezone Improvements Design

Purpose

The Carollo Engineers team (Consultant) is assisting the City of Gig Harbor (City) with the design of the Well No. 11 Facilities and bid period and construction services. As part of the design, Well No. 11's impact on system hydraulics identified challenges to the current 450 zone. The City has decided to add a new hydraulic zone to the system for the North Tanks and Well No. 11.

The purpose of this Scope of Work is to design the improvements required to facilitate the addition of this new hydraulic zone:

- Task 1 – Project Management.
- Task 2 – Survey Rezone Improvements Area.
- Task 3 – Design of Rezone Improvements.

Details on the scope of each task are provided below.

Task 1 – Project Management

The objective of this task is to track and execute the project in accordance with the schedule, budget, and quality expectations that are established. This task includes the following project management work activities:

- Monitor project progress including work completed, work remaining, budget expended, schedule, estimated cost of work remaining, estimated cost at completion, and manage activities within total project budget.
- Monitor project activities for potential changes, anticipate changes whenever possible, and with City approval, modify project tasks, task budgets, and approach to keep the overall project within budget and on schedule.
- Manage the quality control of all work activities and project deliverables.
- Provide regular communication on project progress to the City.

Meetings

- Team Coordination Meeting.

Deliverables

- Scope of services, project budget, and schedule - Electronic Copy (PDF, Word, Excel).

- Monthly progress report and invoice - Electronic Copy (PDF).
- Kick-off meeting agenda, materials, and meeting minutes.

Task 2 – Survey Rezone Improvements Area

The objective of this task is to develop site survey data for the proposed rezone improvements located at the Skansie Tank and Booster Pump Station site. This task includes the following activities:

- Perform a topographic field survey and mapping at the Skansie Tank and Booster Pump Station site to expand the surveys completed for the Well No. 11 site and Skansie Ave.

Meetings

- None.

Assumptions

- Vertical and horizontal datum will be per Pierce County published data. Horizontal datum is NAD 83/91, Washington Coordinate system, South Zone. Vertical Datum is NGVD 29.
- Land Surveyor will contract with a utility locate service to identify any underground utilities in these areas prior to the survey, so that they may also be located and shown on the final map. Temporary benchmarks will be set at convenient locations for future reference.
- Survey will be suitable for incorporation into the final design and construction documents.
- Specific tasks include establishing horizontal controls and setting project benchmarks as needed, topographic survey of the site for the base maps of the design efforts, field stake the property corners and line stakes as necessary, setting either an iron bar with plastic cap at each angle point along the exterior of the parcel boundary or a wooden stake at designated intervals along property lines, and reduce field notes, plot data obtained from the fieldwork, and prepare an 18-inch x 24-inch survey base maps.

Deliverables

- 18-inch x 24-inch Record of Survey Maps - electronic copy (PDF, AutoCAD), 1 full-size and one half-size hard copy, including all supporting base map COGO and CIVIL attributes and project point files.

Task 3 – Design of Rezone Improvements

Task 3.1 - 60 Percent Rezone Improvements Design Documents

The objective of this task is to develop 60 percent level design drawings and technical specifications for improvements required to add a new hydraulic pressure zone to the City's water distribution system as well as revise the inlet piping to the Skansie Tank to minimize splashing. This task includes the following activities:

- Prepare 60 percent level technical specifications, based on the CSI 49 division format, that clearly define the materials, equipment, and methods that are to be used in the construction of the improvements to accompany the design drawings.
- Prepare 60 percent level design drawings.
- Perform internal quality assurance checks of the technical specifications prior to review by the City. Quality assurance checks will include review and integration of the City's amendments to the standard specifications and CSI format.
- Develop 60 percent construction cost estimate.
- Incorporate review comments from the internal QA/QC.
- A meeting will be conducted with the City staff to review and incorporate the City's 60 percent design comments.

Task 3.2 - 90 Percent Rezone Improvements Design Documents

The objective of this task is to provide 90 percent level drawings and technical specifications for the improvements. This task includes the following activities:

- Prepare 90 percent level technical specifications, based on the CSI 49 division format, that clearly define the materials, equipment, and methods that are to be used in the construction of the improvements to accompany the design drawings.
- Prepare 90 percent level design drawings.
- Perform internal quality assurance checks of the technical specifications prior to review by the City. Quality assurance checks will include review and integration of the City's amendments to the standard specifications and CSI format.
- Develop 90 percent construction cost estimate.
- Incorporate review comments from the internal QA/QC.
- A meeting will be conducted with the City staff to review and incorporate the City's 90 percent design comments.

Task 3.3 - 90 Percent Combined Well No. 11 and Rezone Improvements Design Documents

The objective of this task is to provide 90 percent level drawings and technical specifications for the combined Well No. 11 and Rezone Improvements into a common package. This task includes the following activities:

- Incorporate the 90 percent level technical specifications for the Rezone Improvements Design with the 90 percent technical specifications for the Well No. 11 Final Design.
- Incorporate the 90 percent level design drawings for the Rezone Improvements Design with the 90 percent drawings for the Well No. 11 Final Design.
- Perform internal quality assurance checks of the technical specifications prior to review by the City. Quality assurance checks will include review and integration of the City's amendments to the standard specifications and CSI format.
- Combine 90 percent construction cost estimate for the Well No. 11 and Rezone Improvements.
- A meeting will be conducted with the City staff to review the 90 percent combined Well No. 11 and Rezone Improvements design documents.

Meetings

- 60 percent Rezone Improvements design review meeting.

- 90 percent Rezone Improvements design review meeting.
- 90 percent combined Well No. 11 and Rezone Improvements design review meeting.

Deliverables

- Meeting agendas - electronic copy (PDF), hard copies distributed at meeting.
- Meeting minutes - electronic copy (PDF).
- 60 percent Rezone Improvements design documents - electronic copy (PDF, Word), 4 hard copies.
- 90 percent Rezone Improvements design documents - electronic copy (PDF, Word), 4 hard copies.
- 90 percent Well No. 11 and Rezone Improvements design documents - electronic copy (PDF, Word), 4 hard copies.

Project Assumptions

- City will provide drawings of interior of existing Skansie Tank.
- Design workshops/meetings will be held at the City offices.
- The technical specifications will be based on the City's standard CSI specifications, provisions, and contracts.
- Any public involvement activities with neighborhood groups are not included.
- Electronic drawing data will be in AutoCAD version 2008 (or earlier).

**Exhibit A - Level of Effort
City of Gig Harbor
Rezone Improvements Design**

TASK DESCRIPTION	Carollo Engineers, Inc.								Survey	TOTAL COSTS
	Principal in Charge	Project Manager	Technical Advisor	Project Professional	Designer	Clerical/WP	Carollo Total Labor Hours	Total Labor Costs	Total Survey Cost	
Hourly Billing Rates	\$ 226	\$ 205	\$ 205	\$ 150	\$ 140	\$90				
Task 1: Project Management										
Client Coordination	0	4	0	8	0	0	12			
Monthly Progress Reports	0	2	0	2	0	2	6			
Review meetings	0	4	4	4	0	0	12			
Task 1: Subtotal	0	10	4	14	0	2	30	\$ 5,150		\$ 5,150
Task 2: Survey	0	0	1	1	2	0	4		\$2,056	
Task 2: Subtotal	0	0	1	1	2	0	4	\$ 635	\$2,056	\$ 2,691
Task 3 - Design of Rezone Improvements										
Task 3.1: 60% Rezone Improvements Design Documents	0	2	24	36	24	4	90			
Task 3.2: 90% Rezone Improvements Design Documents	0	2	20	24	24	4	74			
Task 3.3: 90% Well 11 & Rezone Improvements Design Documents	0	2	10	10	12	10	44			
Task 3: Subtotal	0	6	54	70	60	18	208	\$ 32,820		\$ 32,820
TOTAL	0	16	59	85	62	20	242	\$ 38,605	\$2,056	\$ 40,661



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

Subject: Amendment to Conservation Easement Agreement – Gig Harbor Peninsula Historical Society

Proposed Council Action: Authorize the Mayor to execute an Amendment to the Conservation Easement Agreement with the Gig Harbor Peninsula Historical Society amending the existing conservation easement to match the actual restoration limits, including the trail, constructed as part of the Donkey Creek Restoration Project

Dept. Origin: Public Works/Engineering

Prepared by: Emily Appleton, PE
Senior Engineer

EA 9.9.15

For Agenda of: September 14, 2015

Exhibits: Amendment Exhibits

Concurred by Mayor:

Initial & Date
JG 9/12/15

Approved by City Administrator:

ZW 9/9/15

Approved as to form by City Atty:

By email 9/8/15

Approved by Finance Director:

N/A

Approved by Public Works Director:

JG 9/8/15

Approved by City Engineer:

EA 9.8.15

Expenditure Required	none	Amount Budgeted	none	Appropriation Required	none
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INFORMATION / BACKGROUND

In 2010, the Gig Harbor Historical Society granted a conservation easement to the City for the approximate extent of the planned estuary restoration area, that was part of the Donkey Creek Restoration project ("Project"). After completion of the Project, the City prepared a new legal description consistent with the actual restoration limits and trail alignment. This amendment will revise the conservation easement to be consistent with the actual restoration limits and trail alignment, and incorporate the trail into the easement. The other terms of the original agreement will remain unchanged.

As part of the negotiations related to the Project, the City agreed to revise the binding site plan for the museum site to be consistent with the Project after the Project was completed. If this action is approved by the council, the changes will be incorporated into a revised binding site plan for the museum site, thus completing the City's obligation as related to site planning.

FISCAL CONSIDERATION

None.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION / MOTION

Staff recommends that this amendment to the conservation easement agreement be approved.

Move to: Authorize the execution of an Amendment to Conservation Easement Agreement with the Gig Harbor Peninsula Historical Society, amending the easement to match the actual restoration limits, including the trail, constructed as part of the Donkey Creek Restoration Project.

AMENDMENT TO CONSERVATION EASEMENT AGREEMENT

THIS AMENDMENT TO CONSERVATION EASEMENT, made this _____ day of _____, 2015, by and between the GIG HARBOR PENINSULA HISTORICAL SOCIETY, a Washington nonprofit corporation (hereafter the "Grantor"), and the CITY OF GIG HARBOR, a Washington municipal corporation (hereafter the "City").

WHEREAS, Grantor is the fee simple owner of a certain parcel of real estate located in the City of Gig Harbor, Washington, commonly known as the Harbor History Museum site and located at 4121 Harborview Drive, Gig Harbor, WA 98335 (the "Property"); and

WHEREAS, the parties entered into that certain Conservation Easement Agreement dated January 26, 2010, recorded at Pierce County Auditor's Filing No. 201002250506 (the "Conservation Easement"); and

WHEREAS, the City has since restored the area subject to the Conservation Easement ("Easement Area") to daylight the creek, reopening it to the adjoining estuary to restore salmon habitat and bring it back to its historical, natural condition; and

WHEREAS, the City has assumed control and responsibility for maintenance of the existing trees, shrubs, ground cover, and additional vegetation or landscaping as installed by the City, within the Easement Area; and

WHEREAS, the purpose of this Amendment to Conservation Easement Agreement is to revise the Easement Area to correspond more closely to the actual restored area;

NOW, THEREFORE, in consideration of the mutual promises set forth below, the parties agree as follows:

Section 1. The Easement Area conveyed under the Conservation Easement Agreement is hereby amended to be as legally described in Exhibit A and depicted on Exhibit B, both of which are attached hereto and incorporated herein.


Section 2. Except as amended by this Amendment to Conservation Easement, all other terms of the Conservation Easement Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this ____ day of _____, 2015.

CITY OF GIG HARBOR

GIG HARBOR PENINSULA HISTORICAL SOCIETY

By: _____
Mayor Jill Guernsey

By: 
Its: Executive Director

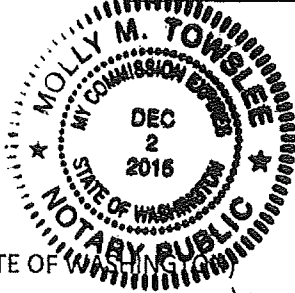
Approved as to form:
Office of the City Attorney

Angela G. Summerfield

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that John A. Ross
_____ is the person who appeared before me, and said person acknowledged that s/he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of the Gig Harbor Peninsula Historical Society, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 9-1-15



Molly M Towstee
Printed: Molly M. Towstee
NOTARY PUBLIC in and for the State of
Washington, residing at Gig Harbor
My Commission expires: 12-2-15

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

Printed: _____
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My Commission expires: _____

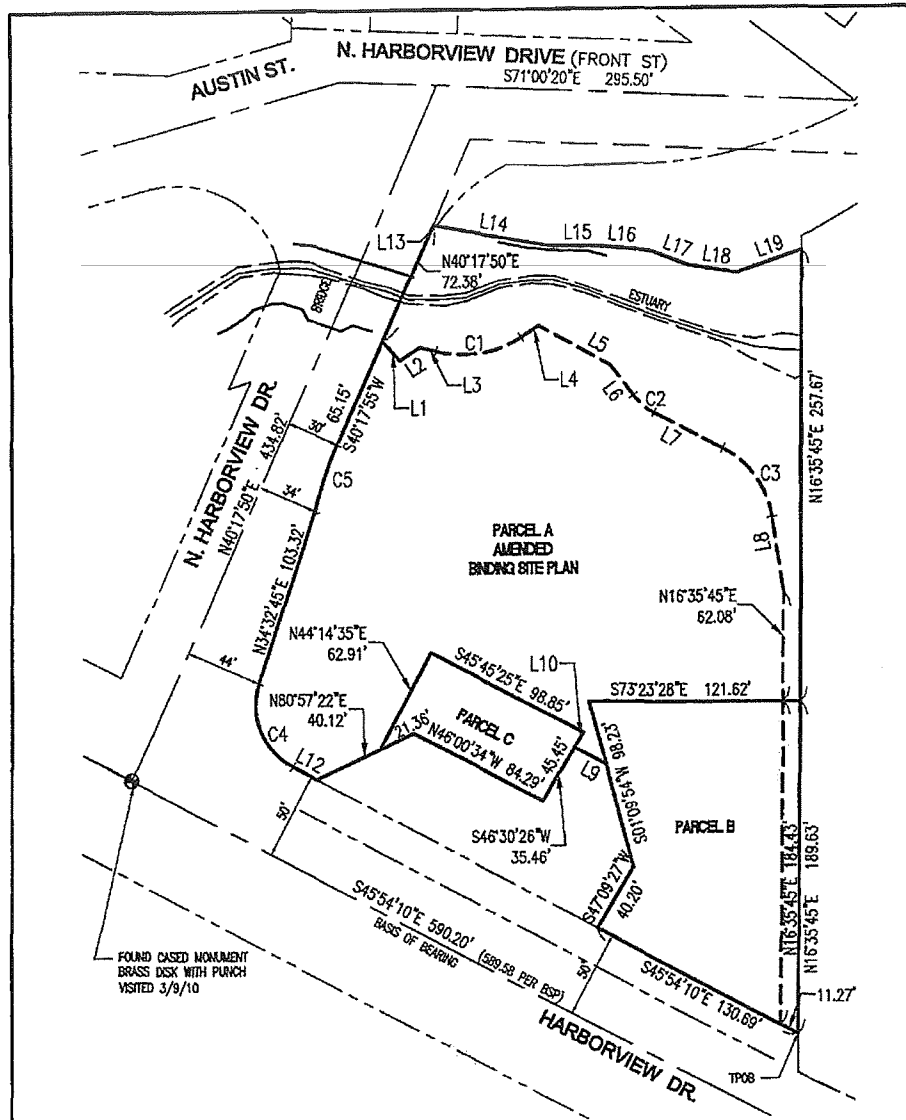
EXHIBIT A
AMENDED
CONSERVATION EASEMENT DESCRIPTION

PORTIONS OF GOVERNMENT LOTS 1 AND 2 IN THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER RESPECTIVELY, OF SECTION 6, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, IN THE CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON; BEING AN AMENDMENT TO CONSERVATION EASEMENT AGREEMENT AS RECORDED UNDER RECORDING NUMBER 201002250506 RECORDS OF SAID COUNTY; SAID PORTIONS BEING A PART OF PARCELS 'A' AND 'B' OF CITY OF GIG HARBOR BINDING SITE PLAN FOR HARBOR HISTROY MUSUEM, RECORDED UNDER RECORDING NUMBER 201003305001 RECORDS OF SAID COUNTY AND LYING EASTERLY AND NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL B, SAID CORNER BEING REVISED FROM THE AFOREMENTED BINDING SITE PLAN BY RIGHT-OF-WAY DEED RECORDED UNDER RECORDING NUMBER 201201310679 RECORDS OF SAID COUNTY; THENCE ALONG THE SOUTHERLY LINE THEREOF NORTH 45°54'10" WEST, 11.27 FEET TO A POINT WHICH LIES PARALLEL WITH AND 10 FEET WESTERLY OF THE EAST LINE OF SAID PARCEL B; THENCE ALONG SAID PARALLEL LINE NORTH 16°35'45" EAST, 184.43 FEET TO THE NORTH LINE OF SAID PARCEL B AND THE SOUTH LINE OF SAID PARCEL A; THENCE CONTINUING ALONG SAID PARALLEL LINE NORTH 16°35'45" EAST, 62.08 FEET; THENCE LEAVING SAID PARALLEL LINE NORTH 07°43'25" EAST, 43.45 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 53.00 FEET; THENCE NORTHWESTERLY 49.97 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 54°01'11"; THENCE NORTH 46°17'46 WEST, 44.90 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 34.00 FEET; THENCE NORTHWESTERLY 15.52 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26°09'41"; THENCE NORTH 20°08'05" WEST, 22.23 FEET; THENCE NORTH 44°14'20" WEST, 46.71 FEET; THENCE SOUTH 73°30'39" WEST, 12.23 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 62.00 FEET; THENCE WESTERLY 51.02 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 47°08'57"; THENCE NORTH 59°20'25" WEST, 9.55 FEET; THENCE SOUTH 73°48'23" WEST, 13.79 FEET; THENCE NORTH 25°00'39" WEST, 14.93 FEET TO THE WESTERLY LINE OF SAID PARCEL A, AND THE TERMINUS OF THIS LINE DESCRIPTION.

CONTAINING 22,123 SQUARE FEET, MORE OR LESS.





CURVE TABLE			
Curve #	Length	Radius	Delta
C1	51.02	62.00	047°08'57"
C2	15.52	34.00	026°09'41"
C3	49.97	53.00	054°01'11"
C4	56.44	40.20	080°26'55"
C5	40.08	208.75	011°00'06"

LINE TABLE		
Line #	Length	Direction
L1	14.93	S25°00'39"E
L2	13.79	N73°48'23"E
L3	9.55	N59°20'25"W
L4	12.23	N73°30'39"E
L5	46.71	N44°14'20"W
L6	22.23	N20°08'05"W
L7	44.90	N46°17'46"W
L8	43.45	N07°43'25"E

L9	20.53	S45°29'36"E
L10	9.99	S46°30'26"W
L12	15.51	S45°54'10"E
L13	2.10	N63°04'40"W
L14	66.11	N63°04'40"W
L15	27.96	N73°37'58"W
L16	30.48	N68°07'15"W
L17	22.63	N52°23'57"W
L18	27.85	N64°18'45"W
L19	39.59	S87°52'58"W



Parametrix

SCALE IN FEET

TPOB TRUE POINT OF BEGINNING

EXHIBIT "B"
AMENDED
CONSERVATION
EASEMENT

DATE: Jan 16, 2014 FILE: PU2750020SV-BA-EXHIBIT



Business of the City Council City of Gig Harbor, WA

Subject: Public Hearing and First Reading of Ordinance Amending the 2015-2016 Budget

Proposed Council Action: Hold a public hearing and consider approval of the ordinance at the second reading.

Dept. Origin: Public Works

Prepared by: Jeff Langhelm, PE
Public Works Director

For Agenda of: September 14, 2015

Exhibits: Draft Ordinance and organization chart

	Initial & Date
Concurred by Mayor:	JL 9-10-15
Approved by City Administrator:	RW 9/8/15
Approved as to form by City Atty:	VIA EMAIL 8/27/15
Approved by Finance Director:	DJ 9/8/15
Approved by Department Head:	JL 9/4/15

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

Between 2006 and 2016 the City's major sewer collection facilities will have grown by about 35% while the City's major sewer treatment facilities will have grown by an average of 150%. However staffing levels at the treatment have only increased by 17%.

In response to the added collection and treatment needs, the City successfully received a new NPDES discharge permit from the Washington State Department of Ecology to discharge 2.4 MGD of treated effluent. This discharge permit provides a 50% increase from the current 1.6 MGD. Consequently, the new permit requires additional staffing demands including new laboratory testing regime with more tests required and increased reporting requirements.

All of these increased facilities and staffing demands are on-going and will not be reduced with a reduction of development. Due to these significant facility increases the recently adopted utility rate structure assumed an increase in WWTP staff of 1.0 FTE.

The attached ordinance requests the addition of 0.8 FTE spread among two existing positions. The result is the existing 0.8 FTE seasonal laborer position would be converted to a 1.0 FTE maintenance technician position and the existing 0.4 FTE public works assistant position would be converted to a 1.0 FTE public works assistant position. These two positions will continue to report directly to the Wastewater Treatment Plant Supervisor.

FISCAL CONSIDERATION

Funding for the additional proposed staffing is contained in the current sewer rates. Therefore the additional salary expenses in the remaining 2015-2016 budget will be supported by projected

revenues and no appropriation is requested. The net increase in salaries and benefits if the ordinance is adopted as drafted is anticipated at approximately \$105,000.

BOARD OR COMMITTEE RECOMMENDATION

This topic was presented to the City Council as a staff report at the August 10, 2015, City Council meeting.

RECOMMENDATION/MOTION

Consider approval of the ordinance at the second reading.

ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON,
RELATING TO THE CITY'S 2015-2016 BUDGET; ADJUSTING TWO
PART-TIME POSITIONS TO TWO FULL-TIME POSITIONS WITHIN THE
WASTEWATER OPERATIONS FUND; PROVIDING FOR
SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, demands on the City's wastewater system between 2006 and 2016 will have caused the City's major sewer collection facilities to grow by about 35% and the City's major sewer treatment facilities to grow by an average of 150% while wastewater staffing levels have only increased by 17%; and

WHEREAS, in response to the added collection and treatment demands, the City successfully received a new NPDES discharge permit from the Washington State Department of Ecology to increase the discharge of treated effluent from 1.6 MGD to 2.4 MGD; and

WHEREAS, the new NPDES permit requires additional staffing demands including new laboratory testing regime with more required tests and increased reporting requirements; and

WHEREAS, the increased facilities and staffing demands are on-going and will not be reduced with any future reduction of development within the City; and

WHEREAS, the Public Works Director requests adjusting two existing part-time staff positions (one 0.4 FTE and one 0.8 FTE) to two full-time staff positions (each 1.0 FTEs) within the wastewater operations fund to respond to the increased facility and staffing demands; and

WHEREAS, in anticipation of the increased facility and staffing demands the recently adopted utility rate structure assumes an increase in wastewater operations staff of 1.0 FTE; and

WHEREAS, funding for the additional proposed staffing is contained in the current wastewater utility rate structure and therefore the additional salary expenses in the remaining 2015-2016 budget will be supported by projected wastewater utility revenues and no appropriation is requested.

NOW, THEREFORE, THE GIG HARBOR CITY COUNCIL DOES ORDAINS AS FOLLOWS:

Section 1. The Gig Harbor City Council finds it is in the best interests of the City to adjust wastewater operations staffing levels as shown in the recitals above and directs the Finance Director to amend the 2015-2016 budget accordingly.

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

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

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this ___ day of September 2015.

CITY OF GIG HARBOR

Mayor Jill Guernsey

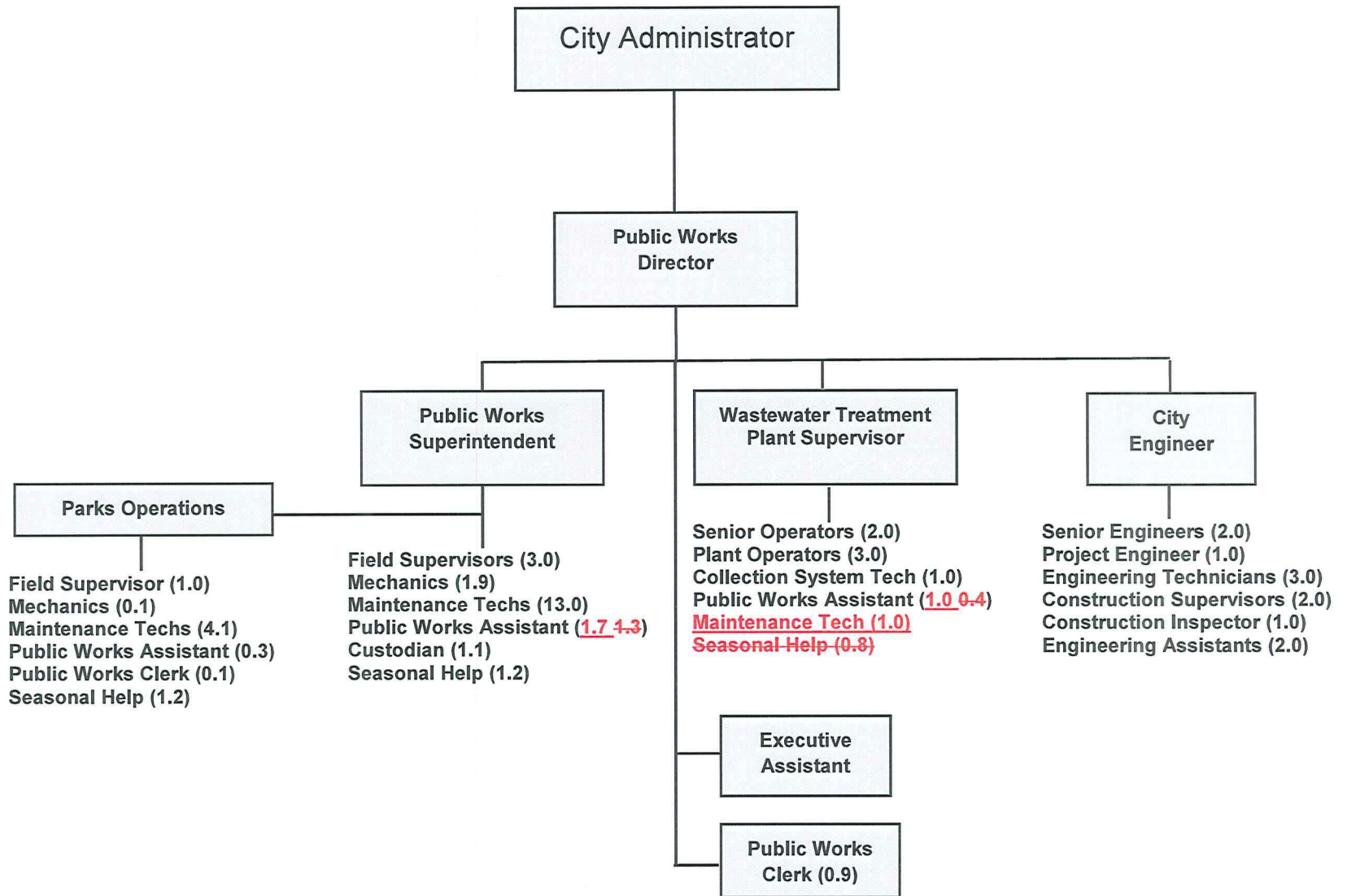
ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Angela G. Summerfield

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



**2015-2016 Public Works
Organizational Chart**



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

Subject: Estates II, LLC Agreement for Reimbursement of Costs for LED Street Lighting Upgrade

Proposed Council Action: Authorize the Mayor to execute an Agreement with Estates II, LLC to reimburse the actual costs associated with upgrades to the street lighting along future public roads located within Estates at Gig Harbor Phase 2 Plat for an amount not-to-exceed \$1,375

Dept. Origin: Public Works/Engineering

Prepared by: Emily Appleton, PE, Senior Engineer

EA 9.9.15

For Agenda of: September 14, 2015

Exhibits: Agreement Exhibits

Concurred by Mayor:

Initial & Date
JG 9-10-15

Approved by City Administrator:

RW 9/9/15

Approved as to form by City Atty:

per email 9.8.15

Approved by Finance Director:

AR 9/9/15

Approved by Public Works Director:

JDA 9/9/15

Approved by City Engineer:

9-9-15

Expenditure Required	up to \$1,375	Amount Budgeted	none	Appropriation Required	none offset by savings
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INFORMATION / BACKGROUND

The Estates at Gig Harbor Phase 2 Plat received its original land use entitlement in 2008. The developer was nearing completion of the final engineering design for the future public roads, prior to the adoption of the City’s updated Public Works Standards in January 2014. The final design includes five 20-ft metal halide luminaires on proposed public streets.

The 2014 Public Works Standards require that LED (not metal halide) be installed for all roadway and pedestrian illumination designed for use on public roads. The previous Public Works Standards required metal halide fixtures. Because the engineering design was so far along, the applicant was considered “vested” to the old standards, which depicted metal halide fixtures.

Engineering requested that the lighting be upgraded to LED to meet current standards. However, this resulted in heretofore unanticipated additional costs to the developer. An analysis prepared by staff concludes that the initial capital investment of upgrading from metal halide to LED fixtures for this project would be recovered within approximately 2 years due to savings from reduced energy (operating) and maintenance costs.

FISCAL CONSIDERATION

Funding for the reimbursement will be from the 2015/16 “Street Light LED Retrofit” budget item and will be offset with future savings realized in the Street Lighting budget within the Street Operating Fund.

BOARD OR COMMITTEE RECOMMENDATION

This item will be verbally presented at the September 14, 2015 Public Works Committee meeting.

RECOMMENDATION / MOTION

Staff recommends that the City cost share to upgrade from metal halide fixtures to LED fixtures for luminaires within the future right of way of the Estates at Gig Harbor Phase 2 Plat up to a maximum amount of \$1,375.

Move to: Authorize the execution an Agreement with Estates II, LLC to reimburse the actual costs associated with upgrades to the street lighting along future public roads located within Estates at Gig Harbor Phase 2 Plat for an amount not-to-exceed \$1,375.

AGREEMENT FOR REIMBURSEMENT OF COSTS FOR LED STREET LIGHTING UPGRADE

THIS AGREEMENT is entered into between the CITY OF GIG HARBOR, a municipal corporation of the state of Washington (the "City"), and ESTATES II, LLC, a Washington limited liability company ("Developer").

WHEREAS, on August 17, 2008, the City approved the preliminary plat for Estates at Gig Harbor Phase 2 located at 7704 54th Avenue NW, Application No. PL-PPLAT-06-0003, subject to conditions; and

WHEREAS, on May 29, 2014, the City approved a plat revision to the Estates at Gig Harbor Phase 2 plat located at 7704 54th Avenue NW, Application No. PL-PPLATR-14-0002, (the "Project"); and

WHEREAS, the Public Works Standards applicable to the Project require the Developer to install metal halide street lighting fixtures on the public street lighting system, to be dedicated to the City upon final plat approval; and

WHEREAS, on June 14, 2010, the City approved Resolution No. 837, adopting a Greenhouse Emissions Reduction policy, which includes a policy to "Manage street lighting needs by applying standards and using lamps that will assure safe and effective illumination at minimum cost and energy use;" and

WHEREAS, LED street lighting fixtures meet the policy and goal of the City by providing safe and effective illumination at reduced maintenance and operations costs to the City; and

WHEREAS, the City desires to have Developer install LED street lighting fixtures for the public street lighting system in lieu of metal halide fixtures and the Developer has agreed to install LED street lighting fixtures if the City reimburses the Developer for the net increase in equipment costs between metal halide fixtures and LED fixtures; and

WHEREAS, if the Developer does not voluntarily install LED lighting fixtures, the City would eventually retrofit these fixtures with "LED retrofit kits"; and

WHEREAS, the Developer is agreeable to installing the LED fixtures in exchange for the City's reimbursement of costs equivalent to the equipment upgrade costs; and

WHEREAS, the parties desire to enter into this Agreement to set forth the details of the upgrade and to provide for a process of reimbursing Developer for the costs associated with the equipment upgrade, consistent with input received from the State Auditor's office; now, therefore,

THE CITY AND DEVELOPER AGREE AS FOLLOWS:

1. Equipment Upgrades. For all portions of the project wherein the developer is constructing roadways that are planned to be public and will be dedicated to the City as public right-of-way upon final plat approval, the Developer shall install LED street lighting fixtures in lieu of metal halide street lighting fixtures on the public roadways. The specifications for the street lighting fixtures are set forth on Exhibit A, attached hereto and incorporated herein.

2. Costs; Reimbursement. The costs of the LED equipment and eligible for reimbursement by the City are set forth on Exhibit B. Prior to final plat approval the Developer shall provide the City with an invoice detailing the costs related to the LED equipment. The City shall reimburse the Developer for those eligible costs as each phase is developed, and the reimbursement will be made to Developer no later than five days after recording of the final plat for the upgrade costs associated with the phase included in the final plat.

3. Ownership; Maintenance. The Developer shall dedicate the street lighting system to the City upon final plat approval, and the City will operate and maintain the street lighting in the ordinary course.

4. Warranty. The developer shall provide a 2-year maintenance bond for the improvements in accordance with the Gig Harbor Municipal Code 12.06.100.

5. Governing Law, Jurisdiction and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. The parties agree to submit themselves to venue and jurisdiction in the appropriate court in Pierce County, Washington.

6. Severability; Conflict. If any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal, the validity of the remaining provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the provision held to be invalid. If it should appear that any provision of this Agreement is in conflict with any statutory provision of the State of Washington, the provision in conflict shall be deemed inoperative and null and void to the extent of the conflict, and the Agreement shall be deemed modified to conform to such statutory provision.

7. Term. This Agreement shall become effective upon full execution of the parties and shall remain in effect until such time as all obligations under this Agreement have been satisfied.

8. Entire Agreement. This Agreement constitutes the entire agreement between the City and the Developer regarding the subject contained in this Agreement. This Agreement may be amended only by a written instrument signed by the City and the Developer. The City and the Developer agree hereby that all prior oral agreements relating to the subject of this Agreement are merged into this Agreement.

IN WITNESS WHEREOF, the parties have executed this instrument on the day and year written below, effective upon full execution by the parties.

CITY OF GIG HARBOR

ESTATES II, LLC

Mayor Jill Guernsey
Date: _____

By: _____
Its: _____
Date: _____

Exhibit A

2E BICYCLE FACILITIES

2E.010 General

Bikeway construction may be required in conjunction with any new plat or short plat as indicated in the Gig Harbor Transportation Plan. See details at the end of this chapter for bikeway classifications.

Bikeways located outside of the public right-of-way may be located within an easement or dedicated as a separate tract of land to the City of Gig Harbor for public use. The easement or tract shall be 20 feet wide.

2E.020 Design Standards

The design of bicycle paths shall depend upon their type and usage. Bike path surfacing shall be as outlined in Section 2B.160. Bike lanes and shared roadways shall be surfaced the same as the adjacent motor vehicle roadway.

All minimum design standards as set forth in Section 1.040 shall apply.

2E.030 Signing and Marking

In general, all bikeway facilities shall be signed per the MUTCD or as specified herein. The bike lane stripes and pavement markings shall be as shown on the details at the end of this section.

2E.040 Staking and Testing

Staking and testing shall be done in accordance with roadway staking and testing as outlined in Section 2B.190 and 2B.200.



2F ILLUMINATION

2F.010 General

All new commercial or residential subdivisions, short subdivisions or property development requiring Site Plan Review shall provide roadway lights in accordance with the standards for such improvements of the City and they shall be owned and operated by the City. Illumination within private roadways shall be privately owned and maintained.

2F.020 Design Standards

A roadway lighting plan submitted by the applicant and approved by the City Engineer shall be required for all roadway light installations. Type of installation shall be as set forth in *WSDOT Standard Specifications for Road, Bridge and Municipal Construction* and as directed by the City except where noted herein.

All public roadway light designs shall be prepared by an engineering firm capable of performing such work. The engineer shall be licensed by the State of Washington. All developments shall submit the lighting plan on a separate sheet. See the Plan Checklist in Section 1.040 for lighting plan and report components. After system is completed and approved, a set of "as-built" drawings, per Section 1.065, shall be submitted to the City as a permanent record.

Lights shall be located in accordance with the illumination standards and the roadway details at the end of this section. In addition, intersections shall be illuminated to 1.5 times the highest foot candle requirement of the roadways surrounding the intersection. Poles shall be opposite across the roadway or on one side of the roadway. Staggered spacing will be allowed. Roadway lighting must be connected to a metered service disconnect.

For the purposes of this section, area classes are determined by zoning as follows:

Commercial

- C1 Commercial/Light Industrial
- B1 Retail, Limited
- B2 Retail, General

Intermediate

- RB1 Residential Business
- RB2 Residential/Business
- DB Downtown Business
- WC Waterfront Commercial
- WM Waterfront Millville

Residential

- R1 Single Family
- R2 Single Family/Duplex
- R3 Multifamily

As new zones are created, they will be classified for the design of illumination by the City Engineer. If road widths differ from those in the Illuminations Standards table, other spacing will be determined by the project engineer and reviewed and approved by the City Engineer using the following criteria:

FIGURE 2.7 Average Maintained Horizontal Illumination (Foot Candles)

<u>Road Class</u>	<u>AREA CLASS</u>
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CITY OF GIG HARBOR

PUBLIC WORKS STANDARDS - 2014

	<u>Residential</u>	<u>Intermediate</u>	<u>Industrial</u>	<u>Commercial</u>
Residential/Private	0.4	0.6	N/A	0.89
Collectors	0.6	0.8	1.0	1.2
Arterials	0.8	1.2	1.4	1.6
Boulevards	0.8	1.2	1.4	1.6

Uniformity ratio: 6:1 average: minimum for residential and private
4:1 average: minimum for collector
3:1 average: minimum for arterial and boulevard

Dirt Factor = 0.85, lamp lumen depreciation factor = 0.73

Min. Weak Point Light = 0.2fc except residential roadway

Average illumination at intersections 1.5 times the illumination required on the more highly illuminated roadway.

400 Watt initial lamp lumens	=	50,000
310 Watt initial lamp lumens	=	37,000
200 Watt initial lamp lumens	=	22,000
150 Watt initial lamp lumens	=	16,000
100 Watt initial lamp lumens	=	9,500

Line loss calculations shall show that no more than five percent voltage drop occurs in any circuit. Lamp Load factor shall equal 1.2.

Pole foundations shall be per Detail 2-28. Poles located within the clear zone or poles on roadways with no curb shall have break-away foundations per the WSDOT Standard Specifications for Road, Bridge and Municipal Construction.

The General Notes for Street Light Construction need to be included on any plans dealing with street design in addition to all applicable requirements as set forth in Section 1.040.

GENERAL NOTES (Roadway Illumination Construction)

1. All workmanship, materials and testing shall be in accordance with the most current WSDOT Standard Specifications for Road, Bridge and Municipal Construction, National Electrical Code or City of Gig Harbor Public Works Standards unless otherwise specified below. In cases of conflict, the most stringent standard shall apply. When the most stringent standard is not clear, the City Engineer will make the determination. The electrical contractor shall be familiar with all above stated publications and guidelines as they will be strictly enforced by the State of Washington Department of Labor and Industries.
2. The contractor shall be in compliance with all safety standards and requirements as set forth by OSHA, WISHA and the State of Washington, Department of Labor and Industries.

CITY OF GIG HARBOR

PUBLIC WORKS STANDARDS - 2014

3. The contractor shall be responsible for all traffic control in accordance with the WSDOT Standard Plans for Road, Bridge and Municipal Construction (all applicable "K" plans) and/or the Manual on Uniform Traffic Control Devices (MUTCD). Prior to disruption of any traffic, a traffic control plan shall be prepared and submitted to the City for review and approval. No work shall commence until all approved traffic control is in place.
4. All approvals and permits required by the City of Gig Harbor shall be obtained by the contractor prior to the start of construction.
5. If construction is to take place in the County and/or Washington State Department of Transportation right-of-way, the contractor shall notify the City. The City shall obtain all the required approvals and permits. The contractor shall reimburse the City for associated permit fees.
6. Electrical permits and inspections are required for all roadway lighting installations within the City of Gig Harbor. The contractor is responsible for obtaining said permits prior to any type of actual construction. These permits are available from the Washington State Department of Labor and Industries. The developer/ contractor is responsible for all connection fees associated with the electrical systems and should contact Peninsula Light Co. at (253) 857-1541 for connection requirements and fee amounts.
7. A pre-construction meeting shall be held with the City of Gig Harbor Construction Inspector prior to the start of construction.
8. Prior to installation of any materials, the electrical contractor shall submit for approval by the City three copies of material catalog cuts, specifications, shop drawings and/or wiring diagrams. Any materials purchased or labor performed prior to such approval shall be at the Contractor's risk. Mounting heights, arm length, power source, luminaire type and bolt patterns shall follow City of Gig Harbor Public Works Standards Section 2E.020. Modifications of any portion of the lighting system will not be allowed without prior approval by the City.
9. It shall be the responsibility of the contractor to have a copy of an approved set of plans on the construction site at all times.
10. All surveying and staking shall be performed per the corresponding section of the City of Gig Harbor Public Works Standards.
11. Temporary erosion control/water pollution measures shall be required in accordance with Section 1-07.15 of the WSDOT Standard Specifications for Road, Bridge and Municipal Construction and the Gig Harbor Stormwater Management and Site Development Manual. At no time will silts and debris be allowed to drain into an existing or newly installed facility unless special provisions have been designed.
12. The contractor shall be fully responsible for the location and protection of all existing utilities. The contractor shall verify all utility locations prior to construction by calling the Underground Locate Line at 811 a minimum of 48 hours prior to any excavation. The

CITY OF GIG HARBOR

PUBLIC WORKS STANDARDS - 2014

contractor will also be responsible for maintaining all locate marks once the utilities have been located.

13. A 500 volt Megger Test will be performed by the contractor on each circuit between conductor and ground prior to acceptance of the lighting system. The insulation resistance shall not be less than 6 megaohms to ground for runs over 2,500 ft nor less than 8 megaohms for runs under 2,500 ft. A functional test will be performed by the City in which it is demonstrated that each and every part of the system functions as specified or intended herein. WSDOT Standard Specifications for Road, Bridge and Municipal Construction 8-20.3(11). Lamp, photocell and fixture shall be under warranty for a period of two years.
14. All lighting poles shall be as specified in Section 2E.020 of the Gig Harbor Public Works Standards. The Sonotube form shall be removed to below ground level. Pole bases shall be grouted and all luminaire heads shall be plumb and level.
15. Cement concrete bases shall follow City of Gig Harbor Public Works Standards Detail 2-28, Decorative Luminaire Base.
16. The photo cell window shall face north unless otherwise directed by the City. The service disconnect shall not be mounted on the luminaire pole. The service disconnect shall be manufactured by Skyline Electric and MFG. Company, see Detail 2-23.
17. All lighting wire shall be copper with a minimum size of #8. All wire shall be suitable for wet locations. All wire shall be installed in schedule 40 PVC conduit with a minimum diameter of 2 inches. A bushing or bell-end shall be used at the end of a conduit that terminates at a junction box or luminaire pole. Conductor identification shall be an integral part of the insulation of the conductors throughout the system i.e., color coded wire. Equipment grounding conductor shall be #8 copper. All splices or taps shall be made by approved methods utilizing epoxy kits rated at 600 volts (i.e., 3-M 82-A2). All splices shall be made with pressure type connectors (wire nuts will not be allowed). Direct burial wire will not be allowed. All other installation shall conform to NEC, WSDOT and MUTCD standards.
18. Each luminaire pole shall have an in-line, fused, water-tight electrical disconnect located at the base of the pole. Access to these fused disconnects shall be through the hand-hole on the pole. The hand-hole shall be facing away from on-coming traffic. Additional conductor length shall be left inside the pole and pull or junction box equal to a loop having a diameter of one foot. Load side of in-line fuse to luminaire head shall be cable and pole bracket wire, 2 conductor, 19 strand copper #10 and shall be supported at the end of the luminaire arm by an approved means. Fuse size, disconnect installation and grounding in pole shall conform to NEC standards.
19. Approved pull boxes or junction boxes shall be installed when conduit runs are more than 200 feet. In addition, a pull box or junction box shall be located within 10 feet of each luminaire pole and at every road crossing. Boxes shall be clearly and indelibly marked as lighting boxes by the legend, "L.T." or "LIGHTING". See WSDOT standard plan J-11a.

20. Any modification to approved lighting plans shall be reviewed and approved by the City prior to installation. Any approved modifications shall be shown on a Mylar Record Drawing supplied to the City after the lighting installation is completed and before final acceptance. It shall be the responsibility of the electrical contractor to ensure these record drawings are provided to the City.

2F.040 Staking

All surveying and staking shall be performed by an engineering or surveying firm capable of performing such work. The engineer or surveyor directing such work shall be licensed as a professional land surveyor by the State of Washington.

A preconstruction meeting shall be held with the City prior to commencing staking. All construction staking shall be inspected by the City prior to construction.

The minimum staking of luminaries shall be as follows:

1. Location and elevation to the center of every pole base.
2. Location and elevation of each service disconnect.

2F.050 Testing

All illumination systems shall be subject to a Dept. of Labor and Industries electrical inspection which shall include Megger testing and a functional test. Lamp, photocell and fixture shall be under warranty for a period of two years.



2G TRAFFIC CONTROL DEVICES

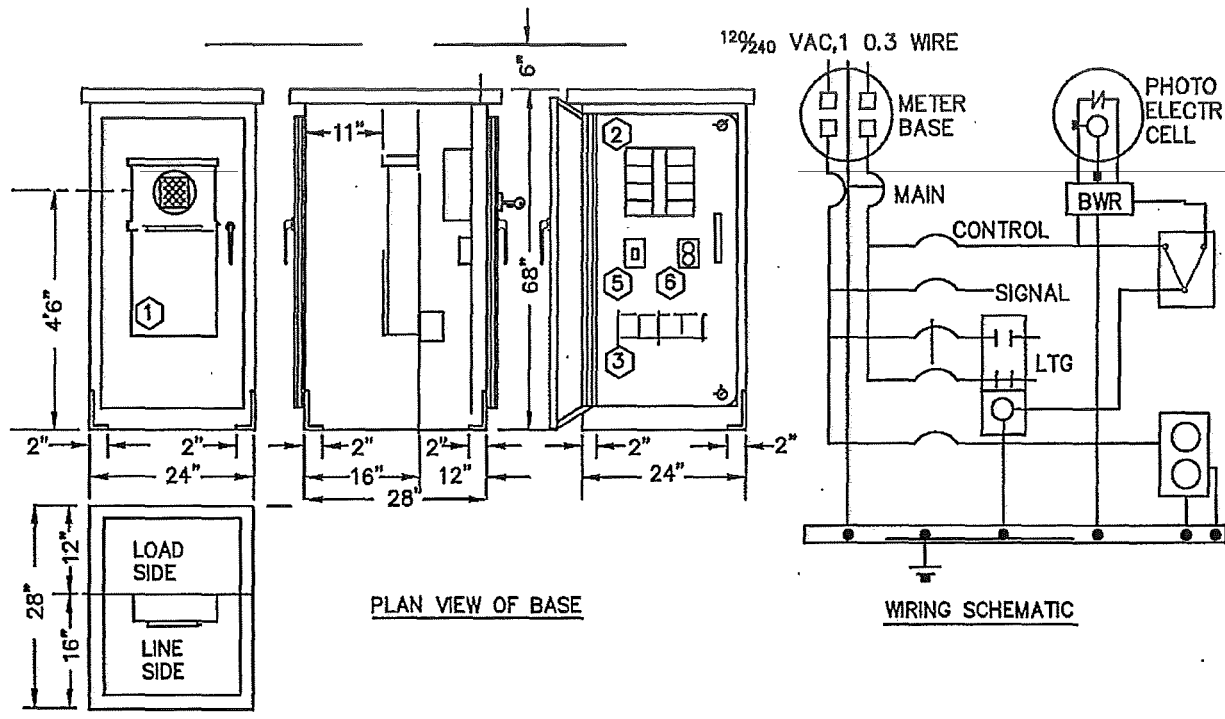
2G.010 General

Traffic control devices shall be installed per the requirements set forth herein. This work shall consist of furnishing and installing a complete and functional traffic control system, of controllers, signals and appurtenances as required by the City.

Traffic control devices may include, but are not limited to; signals, traffic islands, modern roundabouts, stop or yield control devices, or traffic calming features.

2G.020 Design Standards

If a traffic control device is required, then the developer shall be required to pay the cost for the City's on-call, contracted traffic services, or, if the City's schedule allows, shall pay for the City to design the traffic control device. The City shall retain the right to determine the appropriate traffic control device based on an approved Traffic Impact Analysis. Design of appropriate traffic control devices shall be performed by a City approved traffic design consultant.



SERVICE CABINET FOR STREET LIGHTING CONTROL AND TRAFFIC SIGNAL
NOT TO SCALE

COMPONENT SCHEDULE


- ① METER BASE: 100 AMP, 4 JAW, AW #114TB, SAFETY SOCKET (CONTRACTOR TO VERIFY WITH SERVING UTILITY).
- ② PANELBOARD: 120/240 VAC, 100 AMP, 1 PHASE, 3 WIRE, COPPER BUS, 12 POLE WESTINGHOUSE BAB BOLT-ON BREAKERS:
 - 1 - 100% MAIN
 - 2 - 20% ILLUMINATION BRANCH
 - 5 - 5% SIGNAL BRANCH
 - 1 - 20% GROUND FAULT RECEPTACLE BRANCH
 - 1 - 15% CONTROL CKT BRANCH
- ③ CONTACTOR: LIGHTING RATED, 30 AMP, 120 VAC COIL - REQUIRED 4 POLE
- ④ PHOTO ELECTRIC CELL: 1800 VA, 120 VAC, ALR #SST-IES (PER WSDOT SPEC) TO BE PLACED AT TOP OF NEAREST STREET LIGHT POLE
- ⑤ PHOTO-CELL BYPASS SWITCH, SPST, 15 AMP, 277 VAC
- ⑥ GROUND FAULT RECEPTACLE, 120 VAC, DUPLEX, 20 A

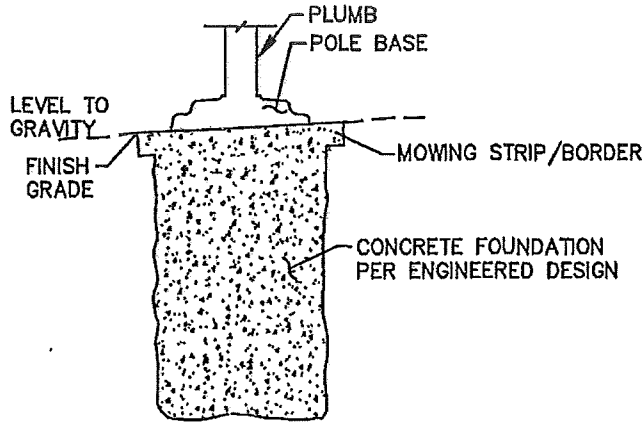
UL LISTED PER STANDARD #508
SUITABLE FOR USE AS SERVICE ENTRANCE EQUIPMENT

SERVICE CABINET SERIES 58309-GH R3
M.E. BELL S.O.#
SKYLINE ELECTRIC AND MFG COMPANY

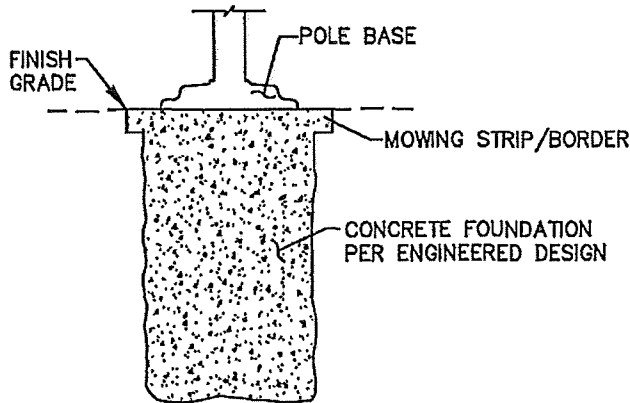
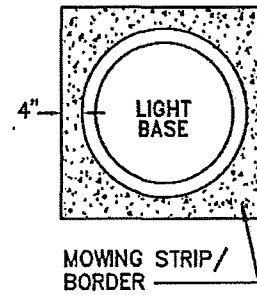
CONCRETE BASE PER MANUFACTURERS
RECOMMENDATION OR WSDOT STANDARD PLAN

CABINET: NEMA 3R, PADMOUNT, 1/8" TYPE 50502-H32 ALUMINUM CONSTRUCTION
2 SCREENED AND GASKETED VENTS
DOORS: HEAVY DUTY CONCEALED HINGES (LIFT-OFF TYPE) STAINLESS STEEL VAULT HANDLES, PAD-LOCKABLE METER DOOR, BEST CX LOCK ON DISTRIBUTION DOOR, POLISHED WIRE GLASS WINDOW IN METER DOOR, CLOSED CELL NEO-PRENE GASKET, CARD HOLDER
FINISH INSIDE: WHITE
FINISH OUTSIDE: HUNTER GREEN

 CITY OF GIG HARBOR ENGINEERING DIVISION	METERED SERVICE DISCONNECT FOR STREET LIGHTING AND TRAFFIC SIGNALS	DETAIL NO. 2-23
	APPROVED BY CITY ENGINEER <i>John M. ...</i>	DATE 1/1/2014





SLOPED GRADE APPLICATION



LEVEL GRADE APPLICATION

NOTE:

1. SIZE OF OCTAGON BASE AND MOWING STRIP/BORDER, ARE DETERMINED BY SIZE OF STREET LIGHT BASE.

 <small>GIG HARBOR ENGINEERING DIVISION</small>	CITY OF GIG HARBOR ENGINEERING DIVISION	
	DECORATIVE LUMINAIRE BASE	<small>DETAIL NO.</small> 2-28
<small>APPROVED BY</small> <small>CITY ENGINEER</small>		<small>DATE</small> 1/1/2014

*** LUMEC DESCRIPTION OF COMPONENTS:**

* OR APPROVED EQUAL

BRACKET: TN12-1A-GN6TX-LMS19650A

ARM: MADE OF CAST 365 ALUMINUM, WELDED.

ADAPTOR: CLAMPS MADE OF CAST ALUMINUM, WELDED TO THE ARM AND MECHANICALLY FASTENED TO THE POLE BY FOUR BOLTS AND NUTS.

POLE: AMBU-15-GN6TX

POLE SHAFT: MADE FROM A ONE-PIECE, SEAMLESS 4" ROUND (102mm) TUBE OF EXTRUDED ALUMINUM WELDED OVER AND IN A 8 5/8" ROUND (219mm) EXTRUDED ALUMINUM POLE BASE. THE ASSEMBLY IS WELDED TO BOTH THE TOP AND BOTTOM OF A CAST ALUMINUM ANCHOR PLATE.

JOINT COVER: MADE FROM TWO PIECES OF CAST ALUMINUM MECHANICALLY FASTENED TO THE JUNCTION WITH STAINLESS STEEL HARDWARE.

POLE BASE: SHALL BE MADE FROM A 219mm HIGH TENSILE STEEL RUBBING BASE HAVING A 0.180" WALL THICKNESS, WELDED TO BOTH THE BOTTOM AND TOP OF THE ANCHOR PLATE.

MAINTENANCE OPENING: THE POLE SHALL HAVE A 4 1/2"x10" (114x254mm) MAINTENANCE OPENING CENTERED 25 1/4" FROM THE BOTTOM OF THE ANCHOR PLATE, COMPLETE WITH A WEATHERPROOF CAST 365 ALUMINUM COVER AND A FACTOR ASSEMBLED COPPER GROUND LUG.

BASE COVER: DECORATIVE BASE COVER MADE FROM CAST ALUMINUM PIECES MECHANICALLY ASSEMBLED TOGETHER WITH STAINLESS STEEL HARDWARE AROUND THE BASE OF THE POLE.

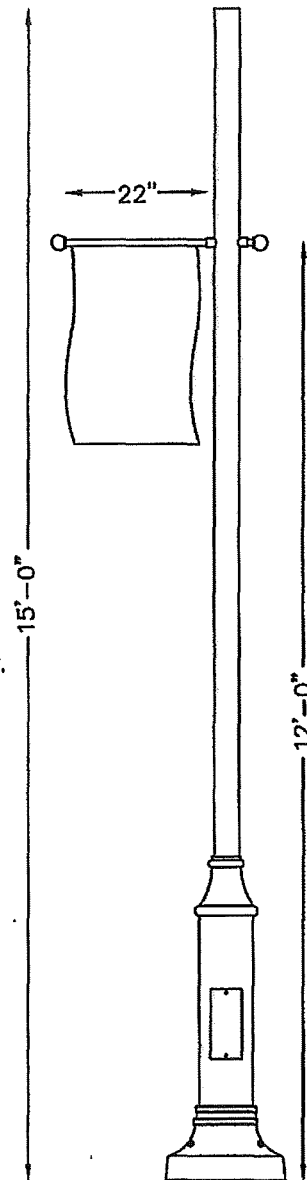
POLE OPTIONS: BANNER ARM MADE OF ALUMINUM TUBING 1 1/2" OUTSIDE DIAMETER, MECHANICALLY ASSEMBLED TO THE POLE. BANNER ARM PLACEMENT TO BE AT 12' 0" FROM BASE OF POLE.


MISCELLANEOUS:

WIRING: TYPE T1EW 14 GA. 12" MIN. EXCEEDING TOP OF POLE. ALL ELECTRICAL CONNECTIONS SHALL BE MADE WITH QUICK-DISCONNECT CONNECTORS.

HARDWARE: ALL EXPOSED SCREWS WILL BE STAINLESS STEEL. NEOPRENE AND/OR SILICONE GASKETING IS APPLIED.

COLOR: FOREST GREEN. FINISH: TEXTURED. APPLICATION OF A POLYESTER POWDER COATED PAINT. (5mils/127 microns). THE CHEMICAL COMPOSITION PROVIDED A HIGHLY DURABLE UV AND SALT SPRAY RESISTANT FINISH IN ACCORDANCE TO THE ASTM-B117-73 STANDARD AND HUMIDITY PROOF IN ACCORDANCE TO THE ASTM-D2247-88 STANDARD.



	CITY OF GIG HARBOR ENGINEERING DIVISION	
	STANDARD 15 FOOT LIGHT POLE	DETAIL NO. 2-29
APPROVED BY CITY ENGINEER <i>hallmark</i>	DATE 1/1/2014	

*** LUMEC DESCRIPTION OF COMPONENTS:**

* OR APPROVED EQUAL

BRACKET: TN12-1A-GN6TX-LMS19650A

ARM: MADE OF CAST 365 ALUMINUM, WELDED.

ADAPTOR: CLAMPS MADE OF CAST ALUMINUM, WELDED TO THE ARM AND MECHANICALLY FASTENED TO THE POLE BY FOUR BOLTS AND NUTS.

POLE: SSM8V-20 MADE FROM A ONE-PIECE, SEAMLESS 5 9/15" ROUND (141mm) HIGH TENSILE CARBON STEEL SHAFT SEALED BY A ROLLED AND FLATTENED VERTICAL WELD SEAM AND WELDED OVER AND IN A 8 3/8" ROUND (219mm) HIGH-TENSILE CARBON-STEEL POLE BASE. THE ASSEMBLY IS WELDED TO BOTH THE TOP AND THE BOTTOM OF A STEEL ANCHOR PLATE. A 4 1/2"x10" (114x254mm) MAINTENANCE OPENING IS COMPLETE WITH COVER AND COPPER GROUND LUG.

JOINT COVER: MADE FROM TWO PIECES OF CAST ALUMINUM MECHANICALLY FASTENED TO THE JUNCTION WITH STAINLESS STEEL HARDWARE.

BASE COVER: DECORATIVE BASE COVER MADE FROM CAST-ALUMINUM PIECES MECHANICALLY ASSEMBLED TOGETHER WITH STAINLESS STEEL HARDWARE AROUND THE BASE OF THE POLE.

MAINTENANCE OPENING: THE POLE SHALL HAVE A 4 1/2"x10" (114x254mm) MAINTENANCE OPENING CENTERED 25 1/4" FROM THE BOTTOM OF THE ANCHOR PLATE, COMPLETE WITH A WEATHERPROOF CAST 365 ALUMINUM COVER AND A FACTOR ASSEMBLED COPPER GROUND LUG.

BASE COVER: DECORATIVE BASE COVER MADE FROM CAST ALUMINUM PIECES MECHANICALLY ASSEMBLED TOGETHER WITH STAINLESS STEEL HARDWARE AROUND THE BASE OF THE POLE.

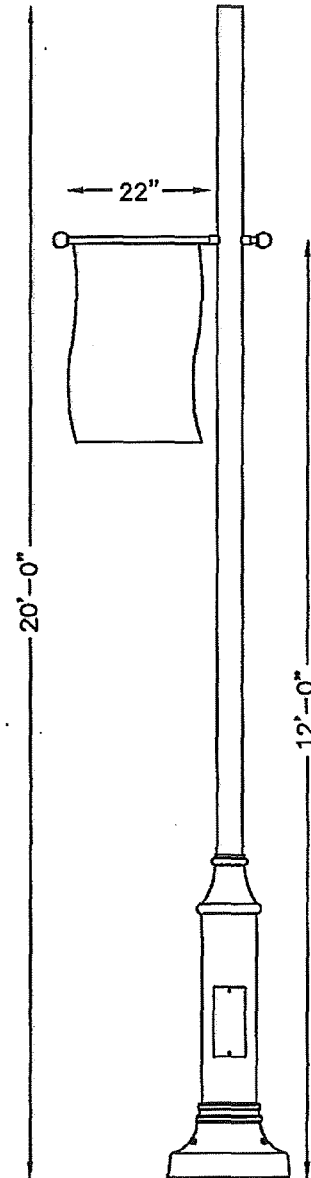
POLE OPTIONS: BANNER ARM MADE OF ALUMINUM TUBING 1 1/16" OUTSIDE DIAMETER, MECHANICALLY ASSEMBLED TO THE POLE. BANNER ARM PLACEMENT TO BE AT 12' 0" FROM BASE OF POLE.


MISCELLANEOUS:

WIRING: TYPE TIEW 14 GA. 12" MIN. EXCEEDING TOP OF POLE. ALL ELECTRICAL CONNECTIONS SHALL BE MADE WITH QUICK-DISCONNECT CONNECTORS.

HARDWARE: ALL EXPOSED SCREWS WILL BE STAINLESS STEEL. NEOPRENE AND/OR SILICONE GASKETING IS APPLIED.

COLOR: FOREST GREEN, FINISH: TEXTURED. APPLICATION OF A POLYESTER POWDER COATED PAINT. (5mils/127 microns). THE CHEMICAL COMPOSITION PROVIDED A HIGHLY DURABLE UV AND SALT SPRAY RESISTANT FINISH IN ACCORDANCE TO THE ASTM-B117-73 STANDARD AND HUMIDITY PROOF IN ACCORDANCE TO THE ASTM-D2247-68 STANDARD.

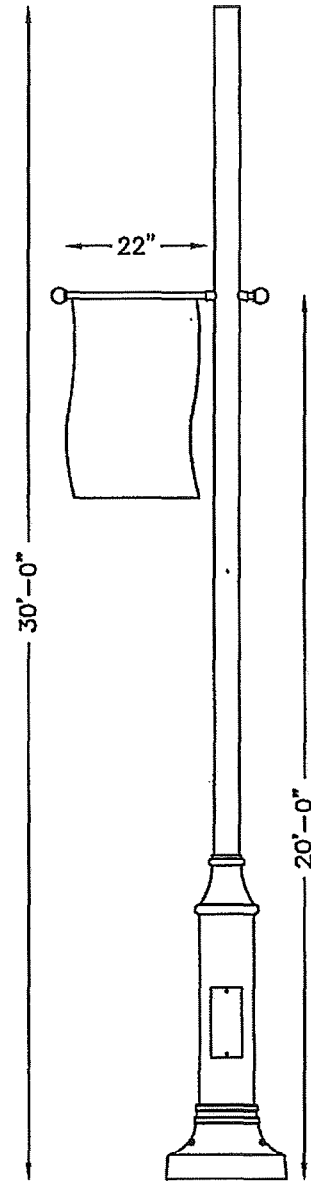



 CITY OF GIG HARBOR ENGINEERING DIVISION	
STANDARD 20 FOOT LIGHT POLE	
DETAIL NO. 2-30	
APPROVED BY CITY ENGINEER <i>[Signature]</i>	DATE 1/1/2014

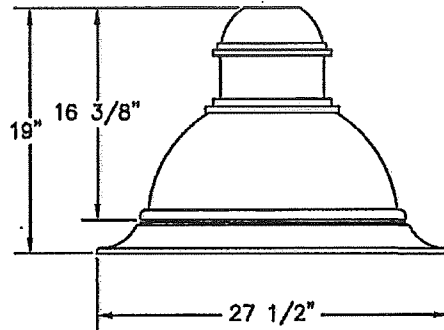
LUMEC DESCRIPTION OF COMPONENTS:

* OR APPROVED EQUAL

BRACKET: TN12-1A-GN6TX-LMS19650A
ARM: MADE OF CAST 365 ALUMINUM, WELDED.
ADAPTOR: CLAMPS MADE OF CAST ALUMINUM, WELDED TO THE ARM AND MECHANICALLY FASTENED TO THE POLE BY FOUR BOLTS AND NUTS.
POLE: SSM8V-30-BAS22-GN6-TX-LMS19650A. MADE FROM 141mm ROUND HIGH TENSILE CARBON STEEL TUBING, HAVING A 0.250" WALL THICKNESS, WELDED TO THE POLE BASE.
JOINT COVER: TWO-PIECE, ROUND JOINT COVER MADE FROM CAST 365 ALUMINUM, MECHANICALLY FASTENED WITH STAINLESS STEEL SCREWS.
POLE BASE: SHALL BE MADE FROM A 219mm HIGH TENSILE STEEL TUBING BASE HAVING A 0.180" WALL THICKNESS, WELDED TO BOTH THE BOTTOM AND TOP OF THE ANCHOR PLATE.
MAINTENANCE OPENING: THE POLE SHALL HAVE A 4½"x10" (114x254mm) MAINTENANCE OPENING CENTERED 25 1/4" FROM THE BOTTOM OF THE ANCHOR PLATE, COMPLETE WITH A WEATHERPROOF CAST 365 ALUMINUM COVER AND A FACTOR ASSEMBLED COPPER GROUND LUG.
BASE COVER: TWO-PIECE, ROUND BASE COVER MADE FROM SPUN 1100-0 ALUMINUM, MECHANICALLY FASTENED WITH STAINLESS STEEL SCREWS.
BREAK-AWAY COVER: ONE PIECE ROUND BASE MADE FROM SPUN 1100-0 ALUMINUM, MECHANICALLY FASTENED. ONLY ALLOWED ON ROADWAYS WITH POSTED 35 MILE PER HOUR SPEED LIMIT OR GREATER.
POLE OPTIONS: BANNER ARM MADE OF ALUMINUM TUBING 1 1/16" OUTSIDE DIAMETER, MECHANICALLY ASSEMBLED TO THE POLE. BANNER ARM PLACEMENT TO BE AT 20' 0" FROM BASE OF POLE.
MISCELLANEOUS:
WIRING: TYPE TIEW 14 GA. 12" MIN. EXCEEDING TOP OF POLE. ALL ELECTRICAL CONNECTIONS SHALL BE MADE WITH QUICK-DISCONNECT CONNECTORS.
HARDWARE: ALL EXPOSED SCREWS WILL BE STAINLESS STEEL. NEOPRENE AND/OR SILICONE GASKETING IS APPLIED.
COLOR: FOREST GREEN. **FINISH:** TEXTURED. APPLICATION OF A POLYESTER POWDER COATED PAINT. (5mls/127 microns). THE CHEMICAL COMPOSITION PROVIDED A HIGHLY DURABLE UV AND SALT SPRAY RESISTANT FINISH IN ACCORDANCE TO THE ASTM-B117-73 STANDARD AND HUMIDITY PROOF IN ACCORDANCE TO THE ASTM-D2247-68 STANDARD.



	CITY OF GIG HARBOR ENGINEERING DIVISION	
	STANDARD 30 FOOT LIGHT POLE	DETAIL NO. 2-31
APPROVED BY CITY ENGINEER <i>John Munn</i>	DATE 1/1/2014	



* LUMINAIRE: DMS50-65W49LED4K-ES-LE3F-240-GN6TX
* OR APPROVED EQUAL

DESCRIPTION OF COMPONENTS:


HOOD: A DIE CAST A360.1 ALUMINUM DOME COMPLETE WITH CAST-IN TECHNICAL RING WITH LATCH AND HINGE. THE MECHANISM SHALL OFFER TOOLFREE ACCESS TO THE INSIDE OF THE LUMINAIRE. AN EMBEDDED MEMORY-RETENTIVE GASKET SHALL ENSURE WATER-PROOFING.

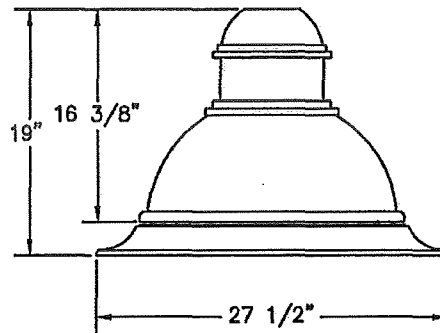
SKIRT: A DIE CAST A360 ALUMINUM SKIRT COMPLETE WITH A CAST-IN TECHNICAL RING.

HOUSING: IN A ROUND SHAPE, THIS HOUSING IS MADE OF CAST 356 ALUMINUM, C/W A WATERTIGHT GROMMET, MECHANICALLY ASSEMBLED TO THE BRACKET WITH FOUR BOLTS 3/-16 UNC. THIS SUSPENSION SYSTEM PERMITS FOR A FULL ROTATION OF THE LUMINAIRE IN 90 DEGREE INCREMENTS.

LIGHT ENGINE: LIFELED COMPOSED OF 5 MAIN COMPONENTS. ELECTRICAL COMPONENTS ARE ROSH COMPLIANT.

1. LENS: MADE OF SODA-LIME CLEAR TEMPERED GLASS, MECHANICALLY ASSEMBLED AND SEALED ONTO THE LOWER PART OF THE HEAT SINK.
2. LAMP: PHILIPS LUMILEDS REBEL ES. COMPOSED OF 49 HIGH-PERFORMANCE WHITE LEDS, 65W LAMP WATTAGE. COLOR TEMPERATURE OF 4000 KELVAN NOMINAL, 70 CRI. OPERATING LIFESPAN AFTER WHICH THE SYSTEM EMITS 70% OF ITS ORIGINAL LUMEN OUTPUT, ALL OF THOSE PARAMETERS ARE TESTED FOR 100% OF LIGHT ENGINES. USE OF A METAL CORE BOARD ENSURES GREATER HEAT TRANSFER AND LONGER LIFESPAN OF THE LIGHT ENGINE.
3. OPTICAL SYSTEM: (LE3F), I.E.S. TYPE III (ASYMMETRICAL). COMPOSED OF HIGH- PERFORMANCE COLLIMATORS, OPTIMIZED WITH VARYING BEAN ANGLES TO ACHIEVE DESIRED DISTRIBUTION. SYSTEM IS RATED IP66. PERFORMANCE SHALL BE TESTED PER LM63 AND LM 79 (IENSA) CERTIFYING ITS PHOTOMETRIC PERFORMANCE. STREET-SIDE INDICATED.

 CITY OF GIG HARBOR ENGINEERING DIVISION	
LUMEC 65 WATT LED LUMINAIRE	DETAIL NO. 2-34
APPROVED BY CITY ENGINEER <i>John Manuel</i>	DATE 1/1/2014



* LUMINAIRE: DMS50-90W49LED4K-ES-LE3F-240-GN6TX
* OR APPROVED EQUAL

DESCRIPTION OF COMPONENTS:

HOOD: A DIE CAST A360.1 ALUMINUM DOME COMPLETE WITH A CAST-IN TECHNICAL RING WITH LATCH AND HINGE. THE MECHANISM SHALL OFFER TOOLFREE ACCESS TO THE INSIDE OF THE LUMINAIRE. AN EMBEDDED MEMORY-RETENTIVE GASKET SHALL ENSURE WEATHERPROOFING.

SKIRT: A DIE CAST A 360 ALUMINUM SKIRT COMPLETE WITH A CAST-IN TECHNICAL RING.

HOUSING: IN A ROUND SHAPE, THIS HOUSING IS MADE OF CAST 356 ALUMINUM, C/W A WATERTIGHT GROMMET, MECHANICALLY ASSEMBLED TO THE BRACKET WITH FOUR BOLTS 3/8-16 UNC. THIS SUSPENSION SYSTEM PERMITS FOR A FULL ROTATION OF THE LUMINAIRE IN 90 DEGREE INCREMENTS.

LIGHT ENGINE: LIFELED COMPOSED OF 5 MAIN COMPONENTS. ELECTRICAL COMPONENTS ARE ROHS COMPLIANT.

LENS: MADE OF SODA-LIME CLEAR TEMPERED GLASS LENS, MECHANICALLY ASSEMBLED AND SEALED ONTO THE LOWER PART OF THE HEAT SINK.

LAMP: LAMP TYPE PHILIPS LUMILEDS REBEL ES. COMPOSED OF 49 HIGH-PERFORMANCE WHITE LEDS, 90W LAMP WATTAGE. COLOR TEMPERATURE OF 4000 KELVAN NOMINAL, 70 CRI. OPERATING LIFESPAN AFTER WHICH THE SYSTEM EMITS OVER 70% (L70) OF ITS ORIGINAL LUMEN OUTPUT ALL OF THOSE PARAMETERS ARE TESTED FOR 100% OF LIGHT ENGINES. USE OF A METAL CORE BOARD INSURES GREATER HEAT TRANSFER AND LONGER LIFESPAN OF THE LIGHT ENGINE.


OPTICAL SYSTEM: (LE3F), I.E.S. TYPE III (ASYMMETRICAL). COMPOSED OF HIGH-PERFORMANCE ACRYLIC COLLIMATORS, OPTIMIZED WITH VARYING BEAM ANGLES TO ACHIEVE DESIRED DISTRIBUTION. SYSTEM IS RATED IP66. PERFORMANCE SHALL BE TESTED PER LM63 AND LM79 (IESNA) CERTIFYING ITS PHOTOMETRIC PERFORMANCE. STREET-SIDE INDICATED.

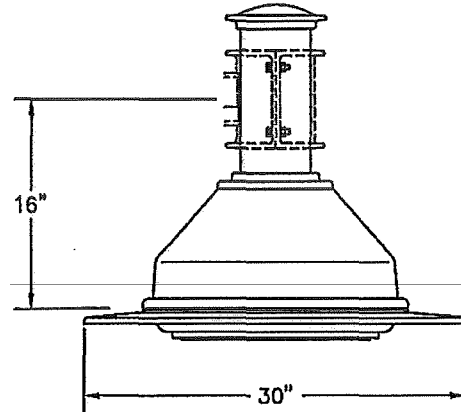
HEAT SINK: MADE OF CAST ALUMINUM OPTIMIZING THE LEDS EFFICIENCY AND LIFE. PRODUCT DOES NOT USE ANY COOLING DEVICE WITH MOVING PARTS (ONLY PASSIVE COOLING DEVICE).

DRIVER: HIGH POWER FACTOR OF 90%. ELECTRONIC DRIVER, OPERATING RANGE 50-60 HZ. AUTO-ADJUSTING TO A VOLTAGE BETWEEN 120 AND 277 VOLT AC RATED FOR BOTH APPLICATION LINE TO LINE OR LINE TO NEUTRAL, CLASS II, THD OF 20% MAX. MAXIMUM AMBIENT OPERATING TEMPERATURE FROM -40°F (-40°C) TO 130°F (55°C). CERTIFIED IN COMPLIANCE TO CULUS REQUIREMENT. DRY AND DAMP LOCATION. ASSEMBLED ON A UNITIZED REMOVABLE TRAY WITH TYCO QUICK DISCONNECT PLUG RESISTING TO 221F (105C) DEGREES.

THE CURRENT SUPPLYING THE LEDS WILL BE REDUCED BY THE DRIVER IF THE INTERNAL TEMPERATURE EXCEEDS 185F (85C), AS A PROTECTION TO THE LEDS AND THE ELECTRICAL COMPONENTS. OUTPUT IS PROTECTED FROM SHORT CIRCUITS, VOLTAGE OVERLOAD AND CURRENT OVERLOAD. AUTOMATIC RECOVERY AFTER CORRECTION.

SURGE PROTECTOR: LED DRIVER 3 POLES 10KV SURGE PROTECTORS THAT PROTECT LINE-GROUND, LINE NEUTRAL, AND NEUTRAL-GROUND IN ACCORDANCE WITH IEEE/ANSI C62.41.2 GUIDELINES.

 CITY OF GIG HARBOR ENGINEERING DIVISION	
LUMEC 90 WATT LED LUMINAIRE	DETAIL NO. 2-35
APPROVED BY CITY ENGINEER <i>[Signature]</i>	DATE 1/1/2014



* LUMINAIRE: TR20-009-135W80LED4K-001-LE3S-240-GN6TX
* OR APPROVED EQUAL

DESCRIPTION OF COMPONENTS:

HOOD: CAST 356 ALUMINUM DOME, MECHANICALLY ASSEMBLED ON THE LUMINAIRE.

ACCESS-MECHANISM: A DIE CAST A360 ALUMINUM TECHNICAL RING WITH LATCH AND HINGE. THE MECHANISM SHALL OFFER TOOLFREE ACCESS TO THE INSIDE OF THE LUMINAIRE. AN EMBEDDED MEMORY-RETENTIVE GASKET SHALL ENSURE WEATHERPROOFING.

LENS: MADE OF SODA-LIME CLEAR TEMPERED GLASS LENS, MECHANICALLY ASSEMBLED AND SEALED ONTO THE LOWER PART OF THE HEAT SINK.

LAMP: COMPOSED OF 80 HIGH-PERFORMANCE WHITE LEDS, 135W LAMP WATTAGE. COLOR TEMPERATURE OF 4000 KELVAN NOMINAL, 70 CRI. OPERATING LIFESPAN BASED ON LM80 RESULTS AFTER WHICH 50% STILL EMITS OVER 70% (L70) OF ITS ORIGINAL LUMEN OUTPUT. USE OF A METAL CORE BOARD ENSURES GREATER HEAT TRANSFER AND LONGER LIFESPAN OF THE LIGHT ENGINE. THE LED CIRCUIT BOARD IS INCLUDED WITH A CONNECTOR, (NO CONNECTION WIRE REQUIRED FOR EASE OF REPLACEMENT).

OPTICAL SYSTEM: (LE3S), I.E.S. TYPE III (ASYMMETRICAL). COMPOSED OF HIGH-PERFORMANCE ACRYLIC REFRACTORS LENSES TO ACHIEVE DESIRED DISTRIBUTION OPTIMIZED TO GET MAXIMUM SPACING, TARGET LUMEN'S AND A PERFECT LIGHTING UNIFORMITY. SYSTEM IS RATED IP66. PERFORMANCE SHALL BE TESTED PER LM63 AND LM 79 AND TM15 (IENSA) CERTIFYING ITS PHOTOMETRIC PERFORMANCE.

HEAT SINK: MADE OF CAST ALUMINUM OPTIMIZING THE LEDS EFFICIENCY AND LIFE. PRODUCT DOES NOT USE ANY COOLING DEVICE WITH MOVING PARTS (ONLY PASSIVE COOLING DEVICE).

DRIVER: HIGH POWER FACTOR OF 95%. ELECTRONIC DRIVER, OPERATING RANGE 50-60 HZ. AUTO-ADJUSTING TO A VOLTAGE BETWEEN 120 AND 277 VOLT AC RATED FOR BOTH APPLICATION LINE TO LINE OR LINE TO NEUTRAL, CLASS I, THD OF 20% MAX. MAXIMUM AMBIENT OPERATING TEMPERATURE FROM -40°F (-40°C) TO 130°F (55°C). CERTIFIED IN COMPLIANCE TO CULUS REQUIREMENT. WEATHER TIGHTNESS RATING IP66. ASSEMBLED ON A UNITIZED REMOVABLE TRAY WITH TYCO QUICK DISCONNECT PLUG RESISTING TO 221°F (105°C).


 CITY OF GIG HARBOR ENGINEERING DIVISION	
LUMEC 135 WATT LED LUMINAIRE	DETAIL NO. 2-36
APPROVED BY CITY ENGINEER <i>John Brown</i>	DATE 1/1/2014

Exhibit B

Estates at Gig Harbor Phase 2
(Estates II, LLC)
LED Equipment Reimbursement Breakdown
September 2015

Maximum Reimbursement Amount: \$ 1,375.00

	No.	Reimbursement for each	TOTAL
20-ft Luminaires	5	\$ 275.00	\$ 1,375.00