

City Council Meeting

**April 11, 2016
5:30 p.m.**



AGENDA
GIG HARBOR CITY COUNCIL
April 11, 2016 – Council Chambers

CALL TO ORDER / ROLL CALL:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of City Council Minutes Mar 28, 2016.
2. Correspondence / Proclamations: Parks Appreciation Day Proclamation.
3. Liquor License Action: Special Occasion - GH Kiwanis – Uptown Pavilion.
4. Receive and File: a) Intergovernmental Affairs Committee Minutes 3-28-16; b) 2015 Boat Shop Annual Report; c) GH Canoe and Kayak Racing Team 2015 Year End Report.
5. Concerts in the Park / Summer Sounds at Skansie Contracts.
6. Public Works Operations Building – Professional Services Contract / Grette Associates.
7. Purchase Authorization for Street Lights.
8. Resolution No. 1030 – Surplus Equipment Public Works.
9. Resolution No. 1031 - Dedication of 50th Street Right of Way.
10. Resolution No. 1032 – Execute WSDOT Local Agency Agreement and Federal Aid Project Prospectus for Kimball Drive and Hunt Street Overlay Project.
11. Approval of Payroll for the month of March 2016: Checks #7652 through #7660 and direct deposits in the amount of \$388,379.96.
12. Approval of Payment of Bills: Apr 11, 2016: Checks #80898 through #81015 and ACH payments in the total amount of \$1,682,618.85.
- 13.

PRESENTATIONS:

1. Parks Appreciation Day Proclamation – Rick Offner.
2. Volunteer Appreciation.
3. Chamber of Commerce Promotional Video – Warren Zimmerman.

OLD BUSINESS:

1. Second Reading of Ordinance No. 1335 – Parks, Recreation, and Open Space Plan.
2. Donkey Creek Park Tree Cutting Project – Small Public Works Contract.

NEW BUSINESS:

1. Resolution No. 1033 - Discretionary Performance-Based Pay.
2. Zoo / Trek Authority Board – Second Ballot.

CITY ADMINISTRATOR / STAFF REPORT:

1. Olympic Towne Center Traffic Mitigation – Emily Appleton.
2. Jerisich Dock Water & Power Ribbon Cutting – Jeff Langhelm.
3. Flood Control Zone District Update – Jeff Langhelm.

PUBLIC COMMENT:

MAYOR’S REPORT / COUNCIL COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

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

Americans with Disabilities (ADA) accommodations provided upon request. Those requiring special accommodations please contact the City Clerk at (253) 853-7613 at least 24 hours prior to the meeting.























MINUTES
GIG HARBOR CITY COUNCIL
March 28, 2016 – Council Chambers

CALL TO ORDER / ROLL CALL:

Mayor Guernsey and Councilmembers Malich, Arbenz, Ekberg, Perrow, and Payne. Councilmembers Lovrovich and Kadzik were absent.

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of City Council Minutes Mar 14, 2016.  
2. Correspondence / Proclamations: a) Parkinson's Awareness Proclamation.  
3. Liquor License Action: a) Special Occasion Liquor License: Kiwanis Club at Gig Harbor Yacht Club;   b) Special Occasion Liquor License: Eddon Boatyard.  
4. Receive and File: a) Design Review Board Minutes of February 11th   and February 25th, 2016;   b) Board and Candidate Review Minutes of March 22, 2016;   c) Finance and Safety Committee Minutes of March 21, 2016.  
5. Second Reading of Ordinance No. 1334 – Update to Harbor Code 8.24.  
6. Natural Yardcare Workshops – Interagency Agreement.  
7. Appointment to Parks Commission.  
8. Approval of Payment of Bills Mar 28, 2016: Checks #80810 through #80897 in the amount of \$398,171.79.



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

PRESENTATIONS:

1. Parkinson's Awareness Proclamation. Mayor Guernsey invited Forest Lane to come forward and accept the document and say a few words. Mr. Lane shared his experience living with Parkinson's and his involvement in local support groups. He thanked the city for its support.
2. Recognition of 2015 Farmers Market Volunteers. City Administrator Ron Williams gave a brief introduction of last year's program and asked Scott & Kathleen Rose to come forward and introduce their core group of volunteers to be recognized for all their hard work on the 2015 Farmers Market. Mayor Guernsey and Councilmembers praised the success of the market.
3. Pierce Transit – Destination 2040 Long Range Plan. Darin Stavish, Principal Planner and Max Henkel, Senior Planner, presented information on Pierce Transit's plans for the future. They addressed Council questions. Mayor Guernsey and Councilmembers praised the Trolley Program.

OLD BUSINESS: None scheduled.

NEW BUSINESS:

1. Public Hearing and First Reading of Ordinance – Parks, Recreation, and Open Space Plan.   Public Works Director Jeff Langhelm presented a brief background on the required updates to the PROS Plan and introduced the city's consultant Emily Terrell to explain the plan further and answer questions.

[Mayor Guernsey opened the public hearing at 6:32 p.m.](#)

[Derek Young](#), Pierce County Councilmember, commented on the partnership with the County and future plans for boat ramps in this area.

[There were no further comments](#) and the public hearing closed at 6:34 p.m. Council recommended that this return under Old Business for adoption.

2. [First Reading of Ordinance - Budget Amendment for Job Reclassifications.](#)  

City Administrator Ron Williams presented the background information for this request to reclassify the Human Resource Analyst and Assistant City Clerk positions. Neither of these positions are represented by the guild and rely upon advocacy of the Mayor and City Administrator. He described how both positions have assumed expanded job duties beyond their job descriptions. He explained that there are sufficient funds for these incremental salary changes.

Councilmembers Ekberg, Payne, and Arbenz shared their concerns. Ron Williams and Mayor Guernsey responded, urging Council to allow this to move forward.

MOTION: Move that this be tabled until the budget hearings.
Ekberg / Malich – roll call vote:

Malich – yes; Arbenz – yes; Ekberg – yes; Perrow – yes; and Payne – yes. Motion passed.

3. [Donkey Creek Park Tree Cutting Project – Small Public Works Contract.](#)  

Project Engineer Marcos McGraw provided the background information for this contract to remove dangerous trees from the Donkey Creek Park. He addressed questions.

After a brief discussion, Council asked that this be postponed until the next meeting to address the Habitat Management Plan and Shoreline Management permitting questions. Mayor Guernsey suggested that the trees be reassessed during this period and any dangerous trees be removed.

CITY ADMINISTRATOR / STAFF REPORT:

[City Administrator Ron Williams presented information and updates on the following topics:](#)

- a) Legislative Update;
- b) Council Retreat Follow-up;
- c) Article in the Seattle Times: *\$99 Road trip*; and
- d) Well-City Award – 3rd Consecutive Year.

PUBLIC COMMENT:

[Jeni Woock](#) - 3412 Lewis Street. Ms. Woock said that the Citizens for the Preservation of Gig Harbor asks that Council take a vote tonight to give Gig Harbor and the citizens the powers of initiative and referendum.

[Douglas Johnson](#) – 9815 40th Ave. Ct. Mr. Johnson spoke about the problems they are having with the Peacock Meadows Development and the subsequent flooding on to their property from the storm water runoff. He asked for assistance from the city in addressing this issue.

[Pat Elliot](#) – 9911 40th Ave. Ct. Ms. Elliot also spoke to the problems with the holding pond and the how she has had to shovel the mud from her back yard and ditch. The water then then runs onto the Johnson's septic field. She also talked about how this has affected her landscaping.

MAYOR'S REPORT / COUNCIL COMMENTS:

[Councilmember Perrow](#) praised the job done trimming back the trees and vegetation near the Burnham/Borgen Roundabout. He then talked about his successful meeting with Eric Waters about the Fire Inspection program and other topics, saying he is looking forward to a productive relationship with the fire district.

[Councilmember Payne](#) responded to the comments by Mr. Johnson. He explained that he walked the property and whether or not the city is liable, we need to do something.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Lodging Tax Committee: Tue. Apr 5th at 7:30 a.m.
2. Public Works Committee: Mon. Apr. 11th at 4:00 p.m.
3. Volunteer Appreciation Get-together: Mon. April 11th at 5:00 p.m.

ADJOURN:

MOTION: Move to adjourn the meeting at 7:12 p.m.
Payne / Malich - unanimously approved.

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, parks, playgrounds, nature trails, open spaces, community and cultural centers, and historic sites make a community attractive and desirable places to live, work, play and visit to contribute to our ongoing economic vitality; and

WHEREAS, parks are a place where people can reflect, re-energize or socialize; a place where everyone is welcome; and a place that builds community; and

WHEREAS, parks, greenways and open spaces provide a welcome respite from our fast paced, high-tech lifestyles while protecting and preserving our natural environment; and

WHEREAS, numerous jurisdictions, cities and organizations have joined together to create an event that encourages citizens to celebrate the value and enhanced quality of life that parks bring to our communities; and

WHEREAS, many businesses, benefactors, organizations and donors have provided sponsorships and donations to support this event that will bring citizens together to support their local parks; and

WHEREAS, hundreds of people of all ages have pledged to volunteer their time to clean-up and beautify parks and open space throughout Gig Harbor and Pierce County on Saturday, April 23, 2016;

NOW, *THEREFORE*, I, Jill Guernsey, Mayor of the City of Gig Harbor, hereby designate April 23, 2016, as

PARKS APPRECIATION DAY

and encourage all citizens to celebrate by participating in this event and visiting their local parks and other regional parks throughout Pierce County.

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

TO: MAYOR OF GIG HARBOR

March 21, 2016

SPECIAL OCCASION #: 092005

GIG HARBOR KIWANIS FOUNDATION
PO BOX 1491
GIG HARBOR WA 98335

DATE: MAY 8, 2016

TIME: 12:00 PM (NOON) TO 5:00 PM

PLACE: UPTOWN GIG HARBOR PAVILION - 4701 PT FOSDICK DR, GIG HARBOR

CONTACT: MELANI JOYAL (DOB 10.19.69) 206-719-6751

SPECIAL OCCASION LICENSES

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

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

- | | | |
|--|---|-----------------------------|
| 1. Do you approve of applicant? | YES <input checked="" type="checkbox"/> | NO <input type="checkbox"/> |
| 2. Do you approve of location? | YES <input checked="" type="checkbox"/> | NO <input type="checkbox"/> |
| 3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? | YES <input type="checkbox"/> | NO <input type="checkbox"/> |

<u>OPTIONAL CHECK LIST</u>	<u>EXPLANATION</u>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
LAW ENFORCEMENT	_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>
HEALTH & SANITATION	_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>
FIRE, BUILDING, ZONING	_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>
OTHER:	_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>

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

Apr 11, 2016

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



City of Gig Harbor
Inter-governmental Affairs Council Committee

Minutes

March 28, 2014

Gig Harbor Civic Center – Executive Conference Room

Call to Order

Councilmember Payne, Ron Williams, Shawna Wise, Briahna Murray, Councilmember Arbenz, Councilmember Perrow, Mayor Jill Guernsey


Federal Legislative Update

Actions by Congressional Delegation Members and City's interests – Congressman Kilmer is focused on issues around Puget Sound, including the Maritime Coastal Heritage designation.

State Grants with Federal Funding Sources – Recreation and Conservation grant deadline is May 1, 2016. Mr. Learn asked that if there are good projects for the grants, he can work with the delegation to send letters of support for those projects. He also stated that if there are state grants available, to keep him informed as oftentimes they are federally sourced.

Rep. Kilmer Call to BLM/Coast Guard to Move the Sand Spit Transfer – Mr. Learn shared that he has asked Senator Cantwell and Representative Kilmer to assist with contacting BLM to move this forward so the transfer can be finalized. He stated he hopes to have more information next week.

State Legislative Update

Briahna Murray reviewed the legislative update.  She stated that although the Governor vetoed 17 bills, the City would not be impacted by any of those vetoed.

Capital Budget - Ms. Murray shared that the Senate proposed adding Eddon Boatyard house restoration as an alternate to the historical grant program.

Public Works Assistance Account - Ms. Murray stated that the Senate made it clear they don't intend to restore this account and plan to discontinue the program. She explained that although they aren't against infrastructure, they are just not in favor of this approach. Ms. Murray said she and Steve Misiurak, along with others, will be on the Board to draw up a new plan to share with legislators.

[Transportation Budget / Narrows Bridge Tolls](#) – Ms. Murray stated that the Governor signed the budget into law and includes \$2.5M to keep the tolls on the bridge down for the short term. The budget also includes the sales tax deferral.

The 26th legislative delegation will be recognized at the May 23, 2016 City Council meeting to thank them for their efforts this last session, specifically on the Narrows Bridge tolls.

Other Business

Councilmember Perrow shared information on the Barn Grant that the City has interest in applying for. Deadline is May 26, 2016 and Mayor Guernsey stated the information will be shared with Lindsey Sehmel.

Meeting Adjourned at 4:33 pm



2015 ANNUAL REPORT

GIG HARBOR BOATSHOP

MARCH 31, 2016

3805 HARBORVIEW DRIVE
MAIL: PO BOX 1187
GIG HARBOR, WA 98335

2015 GIG HARBOR BOATSHOP ANNUAL REPORT

BOARD OF DIRECTORS

Guy Hoppen - President
Erik Carlson - Vice President
Stephanie Lile - Secretary
John McMillan - Treasurer
Jaime Storkman
Gene Pearson
Vern Scott - Emeritus

ADVISORY COUNCIL

Mark Haley - Mark Haley Marketing
Peter Stanley - Tides Tavern
Gregg Lovrovich - Gig Harbor Commercial Fishermen's Civic Club
Tom Regan - Grapeview Point Boatworks
Tim Lee - Port Townsend Shipwrights Co-op
Gordon Sanstad - SCCC Marine Carpentry Instructor, Retired
Mike Vlahovich - Coastal Heritage Alliance
Greg Davis - Item House

Our Mission: Preserve the historic Eddon Boatyard and its traditional uses to perpetuate and build awareness of the cultural livelihoods on Gig Harbor's working waterfront.

Our Vision: To serve as a model for other communities and organizations that wish to preserve traditional community uses and the cultural heritage sites on which they depend.

Core Purpose: We raise awareness of the working waterfront, its historic use and contemporary functions, while providing program opportunities for the community to develop boatbuilding, boat repair, and boat-use skills and by enhancing community knowledge of the key occupations that influenced the settlement, architecture, and function of the Gig Harbor waterfront.

Function: We engage in the essential activities of a boatyard, such as boatbuilding, boat repair, vessel restoration, boat use, community launching events, and documentation of historically significant boats.

We define WORKING WATERFRONT as the occupational trades and traditions, such as boatbuilding and commercial fishing, *combined with* the cultural landscapes on which they depend.

MESSAGE FROM THE BOARD PRESIDENT

Guy Hoppen

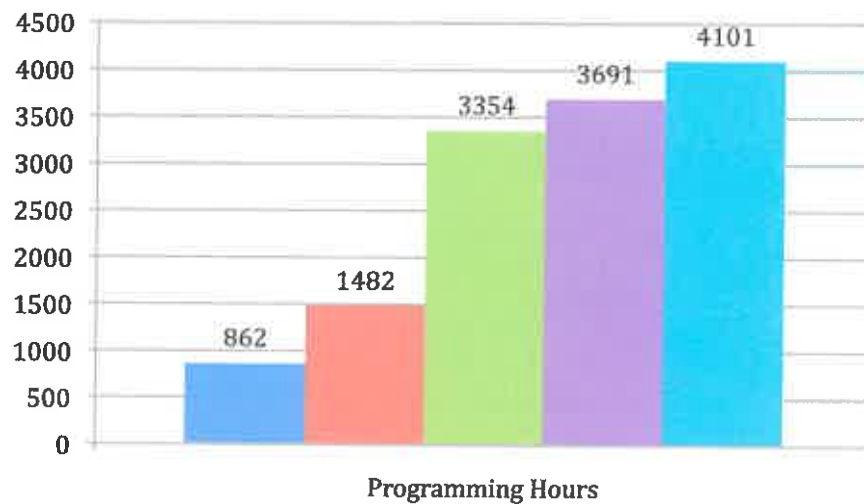
During 2015 the Gig Harbor BoatShop phased in several new programs, programs designed to have a positive impact our community and region. The following 2015 programs were identified as programming goals in last year's annual report. Each one has been launched. The **Maritime Mentorship Program** pairs master craftsmen with young interns with the goal of inspiring and training a new generation of caretakers for our cultural maritime treasures. The seasonal **BoatShop Livery Service** takes classic small-craft restored by the BoatShop and makes them available for public use on the waters of Gig Harbor Bay. The BoatShop's **Northwest Fleet** vessel documentation program has entered into a collaboration with Bering Street Studio, the Skansie NetShed and the Harbor History Museum in an effort to design and deliver a traveling purse seining exhibit based on the Skansie built seiner *Avalon's* wheelhouse and artifacts. We've scheduled a dozen maritime skills **Workshops** for spring and summer and continue to offer the established and well attended **Family Boat Building** and **Community Boat Restoration Programs**.

The **Mast and Boom** project, described in the 2014 annual report as "being stalled while waiting for funding," has been completed save for some final electrical details. The BoatShop and community can thank Chuck and Diane Hunter, and Pete and Pamm Carr for their generous donations that funded the mast and boom project to completion.

For every BoatShop success, whether it's a capital project, or a new program, or an important decision, there is most often a direct link to a foundation's, an individual donor's, or elected official's support. We thank the Hagerty Education Program at America's Car Museum, and Rick and Betsy Ellingson for funding the first Maritime Mentorship Program project. We can thank Chuck and Diane Hunter for donating the funds required to launch the pilot Livery Service season. We're grateful to the Baker Foundation and the MJF Foundation for helping to support the Family Boat Building Program. And we thank City Council for their confidence in the Gig Harbor BoatShop and for keeping the Boatyard historic structures linked by voting to accept the GHB Eddon Boatyard House Proposal last June.

Without community support none of the projects or programs mentioned above would happen. The BoatShop board, staff, and volunteers are keenly aware of the broader community support required to deliver what we believe to be impactful programming and to make this important historic boatyard site available to our community. We can't do it without you. It takes a - *fishin'* - village.

Gig Harbor BoatShop Programs



Programming hours 2011 to 2015.

In 2015 GHB public programming increased to 4101 hours, a 10% increase over 2014. We added the Maritime Mentorship Program, the BoatShop Livery Service and initiated the Northwest Fleet vessel documentation Program in 2015. A sampling of established and newer programs is listed below.

Family Boat Building

We ran ten *Family Boat Building* program weekends. 28 rowing skiffs were built by near 100 participants. Staff member David Gaffney leads the program.

Community Boat Restoration

The *Community Boat Restoration* program launched the restored Electric Motor Launch *GayLynn* last summer and began work on a Lightning sailboat. The *GayLynn* will be available as a livery boat for community use in June of 2016. Staff member and smallcraft builder Tom Regan leads the program.

Music at the BoatShop

In an attempt to draw people that otherwise may not visit the boatyard we continue to offer regular *Music at the BoatShop* events. The music events are well attended. Volunteer Susan Johnson manages the events.

Maritime Mentorship

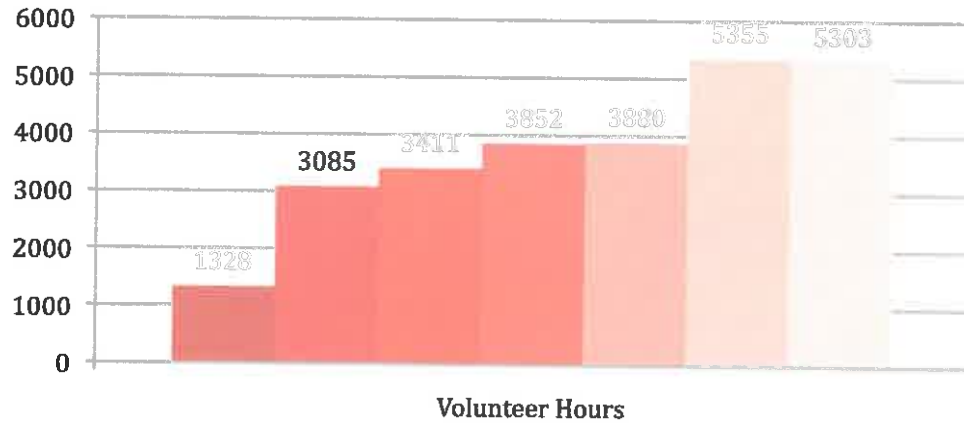
A program launched in the spring of 2015 that pairs a master craftsman with college-aged interns. The first MMP project and first calendar year of the program are nearly complete. We anticipate beginning a new MMP project beginning in June of 2016.

BoatShop Livery Service

A summer boat rental program launched during the summer of 2015 that uses BoatShop restored classic smallcraft as rental boats, including two electric launches.

Gig Harbor BoatShop Volunteer Support

Volunteer Hours 2009 - 2015



Volunteers logged 5303 Hours supporting the Gig Harbor BoatShop in 2015.

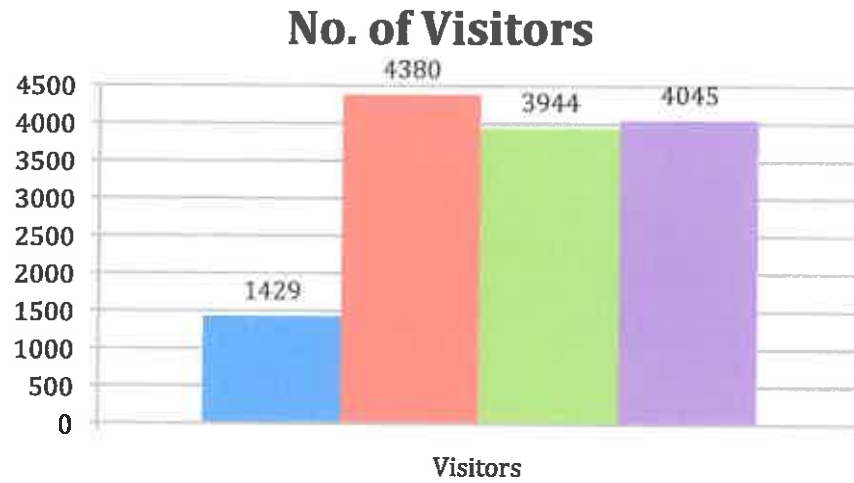


Above - Volunteer Family Boat Building instructor Bob Huey with the Corbit family.

To Right - Santa's BoatShop volunteers Sheri Lovrovich and David Higby helping kids build their toy boats.



Gig Harbor BoatShop Visitors to the Boatyard



Visitors to the Eddon Boatyard 2012 through 2015. We logged 4045 visitors in 2015.



Most visitors to the Boatyard are individuals or families. However we host a number of groups each year such as the Tacoma Urban Sketchers pictured above.

Programming Goals for 2016

Maintain well-established programs such as Family Boat Building and Community Boat Restoration. Continue to build on the early success of GHB's newer programs.

The **Maritime Mentorship Program** features a master craftsman paired with interns in an intensive boat building or restoration project. The objective is to pass on the accumulated knowledge and skills of the master craftsman. The first MMP project, the restoration of a Chris-Craft Super Sport led by Bruce Bronson, will be complete in June of 2016. A MMP program objective for 2016 is to begin a second MMP project, the building of a 14' 5" Gannet Sailing Dinghy. Master small-craft builder and BoatShop staff member Tom Regan will be the program lead.



Maritime Mentorship Program interns and leader Bronson working on MMP project #1, the restoration of a Chris-Craft Super Sport.

Northwest Fleet vessel documentation program's 2016 objectives are: to pursue the design and development of a purse seiner traveling exhibit utilizing *Avalon's* artifacts as the core of the exhibit, and to capture the lines, and table offsets of longtime Gig Harbor purse seiner *Margaret J*.



A composite computer model of the *Margaret J* comprised of over 650 digital photographs. The first step, in what's termed photogrammetry, is capturing the lines and table of offsets for a vessel.

The **BoatShop Livery Service** launched in June of 2015 and is scheduled to begin again in June of 2016. We plan to offer at reasonable rates our two restored electric launches, several rowboats and a Sabot sailing pram to the public. Our objective is to get five times as many people using and enjoying the classic livery boats on Gig Harbor Bay.



The *A.R.Fisk*, one of two electric launches available for the community to rent. Livery Service boats are restored by participants in GHB's Community Boat Restoration Program.

GHB's **BoatShop Adventures**, a pilot program in 2015 is slated to become a permanent part of our program stable in 2016. It is a program that provides maritime skills workshops and experiences for early elementary aged children.



Alaska commercial fisherman Chris Mack tells sea stories to a BoatShop Adventure Program group.

Boatyard Capital Projects for 2016

We look forward to hoisting the first small boat with the nearly functional **Mast and Boom** in 2016. The project has been 100% funded.

GHB has delivered a grant application for a \$350,000 for the remaining **Marine Railway Infrastructure**. We receive word on April 18th regarding the grants success or lack thereof. Regardless of the grant application outcome, we hope to gain marine ways funding traction in 2016.

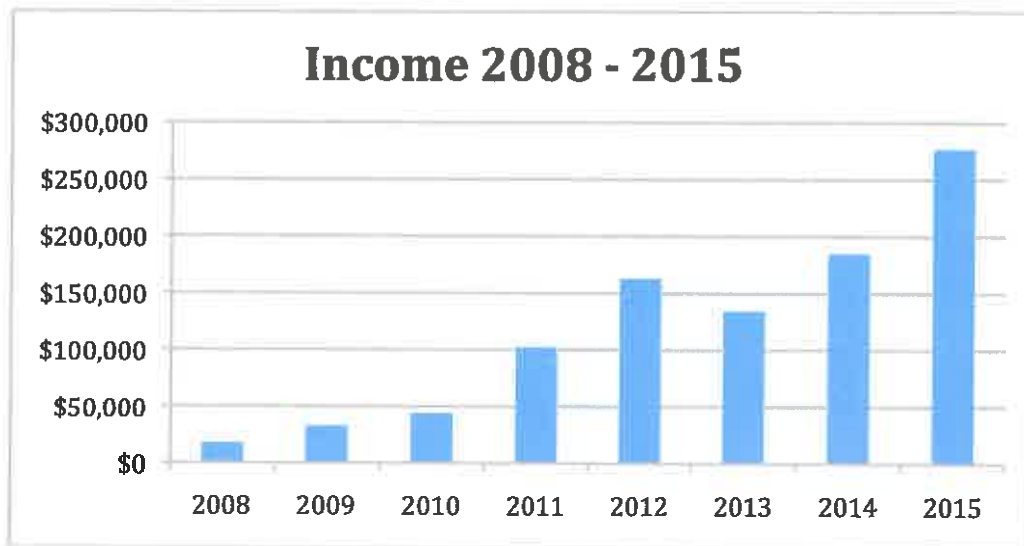
GHB's State of Washington HCPF **Eddon Boatyard House** restoration grant of near \$74,000 has been funded. We look forward to working with the City in applying those funds.

Gig Harbor BoatShop
PO Box 1187
Gig Harbor, WA 98335
Ph. 857 9344

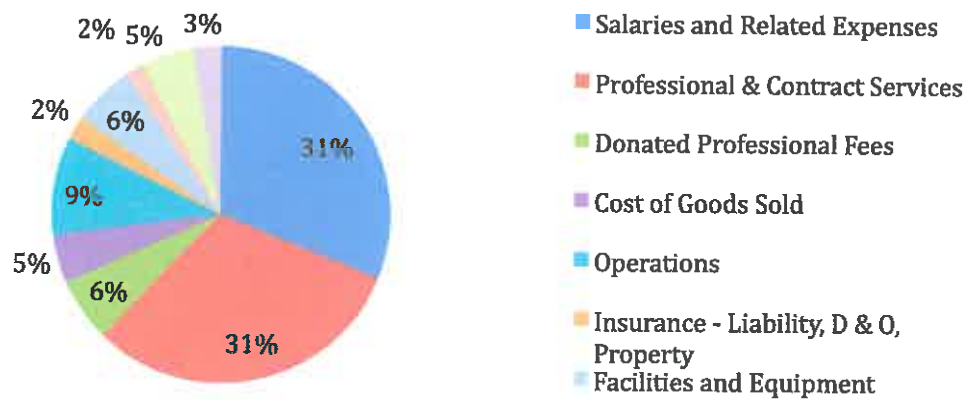
President - Guy Hoppen, guyhoppen@comcast.net 432 9454
Treasurer – John McMillan, john-mcmillan@earthlink.net 858 1985



The Eddon Boat Company built Corabel on her maiden voyage.



2015 Expenses



GHB Income Statement 2015

	2015	2014	2013
Direct Contributions	64,984	43,496	35,008
Donated Goods & Services	40,633	19,752	32,631
Revenue from Non-Govt Grants	63,755	31,550	15,500
Restricted Contributions	(26,250)	26,250	-
Memberships	8,920	8,550	9,600
Contributed Revenue	152,042	129,598	92,740
Program Income	69,900	14,791	13,197
Repair & Restoration	201	3,026	80
Retail Sales	15,636	17,207	15,090
Commissions	-	331	211
Special Events Income	38,516	19,618	12,868
Misc. Revenue	400	275	150
Earned Revenue	124,652	55,248	41,596
TOTAL REVENUE	\$276,694	\$184,846	\$134,335
Program	83,369	40,716	28,698
Management & General	138,278	77,914	78,363
Fundraising	7,875	13,360	17,434
TOTAL EXPENSE	\$229,523	\$131,989	\$124,494
NET OF INCOME AND EXPENSE	\$47,172	\$52,857	\$9,841
Current Assets	128,584	91,822	55,071
Fixed Assets	138,467	134,647	134,647
Ending Net Assets	\$267,051	\$226,469	\$189,718

Report to the City of Required Public Activities

Gig Harbor Canoe & Kayak Racing Team

2015 Year End Report

March 31, 2016

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 July – December 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 2015 summer development camps 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 welcomes 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.
- **In August, GHCKRT won its fourth consecutive National Champions title, taking first place in team points at the 2015 USA Canoe and Kayak Sprint National Championships in San Diego, California. Over 50 GHCKRT athletes traveled to San Diego to represent Gig Harbor.**
 - **One GHCKRT athlete represented the USA at the 2015 Paracanoe World Championships, in Milano, Italy.**
 - **Seven GHCKRT athletes represented the USA in the 2015 Junior World Championships in Montemor-O-Velho, Portugal in July.**
 - **Nine GHCKRT athletes represented the USA at the 2015 Olympic Hopes Regatta in Bydgoszcz, Poland in September, making up nearly 50% of the Olympic Hopes Team USA contingent.**
 - **GHCKRT represented Gig Harbor in the Bellingham Distance Race in Bellingham, WA in September.**
 - **GHCKRT represented Gig Harbor at the Pacific Cup in British Columbia, Canada in September.**
 - **GHCKRT represented Gig Harbor in the Frostbite Camp and Eric Hughes Regatta at Green Lake in Seattle, WA in November.**

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

B. Source of pride for the community

Operation of the Gig Harbor Dragon Boat League

During the last half of 2015, GHCKRT continued to partner with the Gig Harbor Marina in operating a Gig Harbor Dragon Boat League. The League was open to all ages and was an entry-level way for Gig Harbor community members to participate in a fun, co-ed racing experience. GHCKRT provided the training and coaching for the league, and GHCKRT athletes assisted with practice sessions.

Providing Assistance to the Skansie Park Farmers Market

Team athletes volunteered their time after practices to assist vendors and with clean up at the Skansie Park Farmers' Market in late summer.

Media Coverage

In addition to the extensive coverage of the team's 2015 National Championship, July through December was another great six months for general news, magazine articles, and awareness of GHCKRT, with at least four articles or columns about the team appearing in the Gateway and Gig Harbor Life highlighting the team, individual athletes, and team-sponsored events.

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 conducted two beach clean-ups during the July - December 2015 period (one in the third quarter and one in the fourth quarter). The clean ups were timed to coincide with low tide. Pounds of broken glass were picked up, in addition to other trash. Please see the GHCKRT Facebook page for beach cleanup pictures. Third and fourth quarter beach clean up details:

- 9/26/15 – low tide at 10:17 a.m., 0.32'
- 10/24/15 – low tide at 8:56 a.m., 2.02'

- F. Yearly public presentation at the Property demonstrating the GHCKRT program and awards, participant skills, and local talent
 - a. **The team's 2015 National Championship result was recognized by the Mayor and the City during a presentation prior to a Summer Sounds at Skansie concert in August.**
 - b. **An awards ceremony and recognition of athletes departing for college was held at Skansie Park in the fall.**
 - c. **In the fall, we hosted kayak, canoe, paddle board and dragon boat races during the Chum Festival where our international athletes and their performance over the summer were recognized. Note – this event was held at Austen Estuary Park.**

- 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: Concerts in the Park
(Summer Sounds at Skansie)**

Proposed Council Action: Authorize the Mayor to execute the contracts for the 2016 Summer Sounds Concert Series at Skansie Brothers Park, for a total of \$10,400.

Dept. Origin: Administration - Tourism

Prepared by: Karen Scott
Tourism & Communications Director

For Agenda of: April 11th, 2016

Exhibits: Contracts

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Initial & Date

JS 4/7/16
Kow 4/6/16
OK email 4/5
SP 4/5
KH

Expenditure	Amount	Appropriation
Required \$ 10,400	Budgeted \$ 24,000	Required 0

INFORMATION / BACKGROUND

Attached are eight contracts for the 2016 Summer Sounds at Skansie Concert Series.

All dates	Pacific Stage	\$ 4,000.00
28-June	The Senate	\$ 1,200.00
12-July	Groovin' Higher Orchestra	\$ 700.00
19-July	Wanker Productions	\$ 2,000.00
26-July	Ruthie Craft	\$ 500.00
2-Aug	David Correa	\$ 700.00
9-Aug	The Olson Bros	\$ 700.00
16-Aug	Sounds Like Dolores	\$ 600.00

FISCAL CONSIDERATION

Corporate contributions collected (\$24,000) will also cover staff expenses at the events to include Police, Public Works and Tourism overtime. Also covered in corporate contributions are printing and publicity. The expense is within the \$24,000 that was anticipated in the adopted 2016 budget, identified under the Parks Operating Fund, Objective No. 4.

BOARD OR COMMITTEE RECOMMENDATION

Recommend that the Council authorize and accept the contracts.

RECOMMENDATION / MOTION

Move to: Authorize the award and execution of eight contracts for the 2016 Summer Sounds Concert Series at Skansie Brothers Park, for a total of Ten Thousand Four Hundred Dollars (\$10,400.00).

CONTRACT FOR SUMMER CONCERT SERIES CONTRACTOR AGREEMENT WITH GIG HARBOR

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and PACIFIC STAGE, INC., a Washington corporation, whose address is PO Box 1606, Olympia, 98507 (hereinafter the "Contractor").

RECITALS

WHEREAS, the City wishes to engage the Contractor to provide sound services, as part of the Gig Harbor 2016 Summer Concert Series; and

WHEREAS, the Contractor agrees to provide such services under the terms and conditions set forth in this Contract; and

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

I. Services and Date of Performance.

The City desires to hold an outdoor, family concert series on: June 28th, July 5th, July 12th, July 19th, July 26th, August 2nd, August 9th, and August 16th with an expected audience of 300-2500 persons. The concerts will take place regardless of the weather, rain or shine.

The Contractor agrees to provide sound services at the above listed concerts. Between the hours of 6:30 p.m. to 8:00 p.m., with set up any time after 3 pm.

The concert will take place at Skansie Brothers Park, a City-owned public park, located at 3207 Harborview Drive in Gig Harbor. The Contractor will be instructed where they should set up their equipment on the park property.

II. Payment

The City shall pay the Contractor Five-Hundred Dollars (\$500.00) for each performance, which shall be paid to Pacific Stage, Inc. by mail to the address set forth at the end of this contract, following each specified performance listed in section I. Services and Date of Performance. In order to facilitate payment the City requests that the Contractor submit separate invoices for each performance to City 30 days prior to concert date(s).

III. Relationship of Parties

The Contractor will be solely and entirely responsible for his acts and for the acts of his agents, employees, representatives and sub-consultants in fulfilling this Contract. None of the benefits provided to City employees are available to the Contractors or his employees, agents and sub-consultants. The Contractor shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of this Contract.

IV. General Provisions

Any assignment of this Contract by the Contractor without the written consent of the City shall be void. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 2016.

THE CITY OF GIG HARBOR

By: _____

Dave Sederberg, President
Pacific Stage, Inc.
PO Box 1606
Olympia, WA 98507
360-556-2541

By: _____
Mayor Jill Guernsey

ATTEST:

Gig Harbor City Clerk

APPROVED AS TO FORM:

Gig Harbor City Attorney

CONTRACT FOR SUMMER CONCERT SERIES PERFORMER AGREEMENT WITH GIG HARBOR

THIS AGREEMENT is made by and between the CITY OF GIG HARBOR, a Washington municipal corporation (hereinafter the "City"), and NICK DRUMMOND, whose address is P.O. Box 684, Issaquah, WA 98027 (hereinafter the "Performer").

RECITALS

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2016 Summer Concert Series; and

WHEREAS, the Performer agrees to perform such musical services under the terms and conditions set forth in this Contract; and

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

I. Services and Date of Performance.

The City desires to hold an outdoor, family concert on Tuesday, June 28, 2016, with an expected audience of 750-1000 persons. The concert will take place regardless of the weather, rain or shine.

The Performer agrees to provide musical services at the concert for the City on Tuesday, June 28, 2016, between the hours of 6:30 p.m. to 8:00 p.m. Sound will be provided by Pacific Stage, Inc., under separate contract with the City. The Performer may begin set up for the concert at 4:00 p.m. on Tuesday, June 28, 2016. The Performer's dress should be casual and reflect the weather. The City will provide water for the performers.

The concert will take place at Skansie Brothers Park, a City-owned public park, located at 3207 Harborview Drive in Gig Harbor. The Performers will be instructed where they should set up their equipment on the park property.

II. Payment

The City shall pay the Performer One Thousand Two Hundred Dollars (\$1,200.00), to be paid immediately to Nick Drummond following the performance on Tuesday, June 28, 2016. In order to facilitate payment the City requests that the Performer submit an invoice to the City 30 days prior to concert date.

III. Relationship of Parties

The Performer will be solely and entirely responsible for his acts and for the acts of his agents, employees, representatives and sub-consultants in fulfilling this Contract. None of the benefits provided to City employees are available to the Performers or his employees, agents and sub-consultants. The Performer shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of this Contract.

IV. General Provisions.

Any assignment of this Contract by the Performer without the written consent of the City shall be void. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.

The Performer is responsible for licensing of any copyrighted music.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 12th day of February, 2016.

PERFORMER

CITY OF GIG HARBOR

By: Carol Tingstad - Agent
Carol Tingstad
Agent for Nick Drummond

By: _____
Mayor Jill Guernsey

ATTEST:

Gig Harbor City Clerk

APPROVED AS TO FORM:

Gig Harbor City Attorney

**CONTRACT FOR SUMMER CONCERT SERIES
PERFORMER AGREEMENT WITH GIG HARBOR**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Richard Wetzel of Groovin' Higher Orchestra, whose address is 3721 S. Alaska St, Tacoma, WA 98418 (hereinafter the "Performer").

RECITALS

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2016 Summer Concert Series; and

WHEREAS, the Performer agrees to perform such musical services under the terms and conditions set forth in this Contract; and

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

I. Services and Date of Performance.

The City desires to hold an outdoor, family concert on Tuesday, July 12th, 2016, with an expected audience of 500-1000 persons. The concert will take place regardless of the weather, rain or shine.

The Performer agrees to provide musical services at the concert for the City on Tuesday, July 12th, 2016, between the hours of 6:30 p.m. to 8:00 p.m. Sound will be provided by Pacific Stage, Inc., under separate contract with the City. The Performer may begin set up for the concert at 4:00 p.m. on Tuesday, July 12th, 2016. The Performer's dress should be casual and reflect the weather. The City will provide water for the performers.

The concert will take place at Skansie Brothers Park, a City-owned public park, located at 3207 Harborview Drive in Gig Harbor. The Performers will be instructed where they should set up their equipment on the park property.

II. Payment

The City shall pay the Performer Seven Hundred Dollars (\$700.00), which shall be paid to Richard Wetzel immediately following the performance on Tuesday, July 12th, 2016. In order to facilitate payment the City requests that the Performer submit an invoice to the City 30 days prior to concert date.

III. Relationship of Parties

The Performer will be solely and entirely responsible for his acts and for the acts of his agents, employees, representatives and sub-consultants in fulfilling this Contract. None of the benefits provided to City employees are available to the Performers or his employees, agents and sub-consultants. The Performer shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of this Contract.

IV. General Provisions.


Any assignment of this Contract by the Performer without the written consent of the City shall be void. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.

The Performer is responsible for licensing of any copyrighted music.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 11th day of Feb, 2016.

PERFORMER

By:


Richard Wetzel
3721 S. Alaska St.
Tacoma, WA 98418
253.227-0335

THE CITY OF GIG HARBOR

By:

Mayor Jill Guernsey

ATTEST:

Gig Harbor City Clerk

APPROVED AS TO FORM:

Gig Harbor City Attorney

CONTRACT FOR SUMMER CONCERT SERIES PERFORMER AGREEMENT WITH GIG HARBOR

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Wanker Productions, Inc. (dba The Beatniks), a Washington corporation, whose address is 4810 Point Fosdick Drive NW E 110, Gig Harbor, WA 98335 (hereinafter the "Performer").

RECITALS

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2016 Summer Concert Series; and

WHEREAS, the Performer agrees to perform such musical services under the terms and conditions set forth in this Contract; and

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

I. Services and Date of Performance.

The City desires to hold an outdoor, family concert on Tuesday, July 19th, 2016, with an expected audience of 2000-3000 persons. The concert will take place regardless of the weather, rain or shine.

The Performer agrees to provide musical services at the concert for the City on Tuesday, July 19th, 2016, between the hours of 6:30 p.m. to 8:00 p.m. Sound will be provided by Pacific Stage, Inc., under separate contract with the City. The Performer may begin set up for the concert at 4:00 p.m. on Tuesday, July 19th, 2016. The Performer's dress should be casual and reflect the weather. The City will provide water for the performers.

The concert will take place at Skansie Brothers Park, a City-owned public park, located at 3207 Harborview Drive in Gig Harbor. The Performers will be instructed where they should set up their equipment on the park property.

II. Payment

The City shall pay the Performer Two Thousand Dollars (\$2,000.00), which shall be paid to The Beatniks immediately following the performance on Tuesday, July 19th, 2016. In order to facilitate payment the City requests that the Performer submit an invoice to the City 30 days prior to concert date.

III. Relationship of Parties

The Performer will be solely and entirely responsible for his acts and for the acts of his agents, employees, representatives and sub-consultants in fulfilling this Contract. None of the benefits provided to City employees are available to the Performers or his employees, agents and sub-consultants. The Performer shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of this Contract.

IV. General Provisions.

Any assignment of this Contract by the Performer without the written consent of the City shall be void. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.

The Performer is responsible for licensing of any copyrighted music.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 2016.

PERFORMER

THE CITY OF GIG HARBOR

By: 
3/8/16

By: _____
Mayor Jill Guernsey

Mark Nelson
Wanker Productions, Inc.
4810 Point Fosdick Dr NW E 110
Gig Harbor, WA 98335
425.351.8273

ATTEST:

Gig Harbor City Clerk

APPROVED AS TO FORM:

Gig Harbor City Attorney

**CONTRACT FOR SUMMER CONCERT SERIES
PERFORMER AGREEMENT WITH GIG HARBOR**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Ruthie Craft, whose address is 1386 14th Fox Island, WA 98333 (hereinafter the "Performer").

RECITALS

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2016 Summer Concert Series; and

WHEREAS, the Performer agrees to perform such musical services under the terms and conditions set forth in this Contract; and

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

I. Services and Date of Performance.

The City desires to hold an outdoor, family concert on Tuesday, July 26th, 2016, with an expected audience of 500-1000 persons. The concert will take place regardless of the weather, rain or shine.

The Performer agrees to provide musical services at the concert for the City on Tuesday, July 26th, 2016, between the hours of 6:30 p.m. to 8:00 p.m. Sound will be provided by Pacific Stage, Inc., under separate contract with the City. The Performer may begin set up for the concert at 4:00 p.m. on Tuesday, July 26th, 2016. The Performer's dress should be casual and reflect the weather. The City will provide water for the performers.

The concert will take place at Skansie Brothers Park, a City-owned public park, located at 3207 Harborview Drive in Gig Harbor. The Performers will be instructed where they should set up their equipment on the park property.

II. Payment

The City shall pay the Performer Five Hundred Dollars (\$500.00), which shall be paid to Ruthie Craft immediately following the performance on Tuesday, July 26th, 2016. In order to facilitate payment the City requests that the Performer submit an invoice to the City 30 days prior to concert date.

III. Relationship of Parties

The Performer will be solely and entirely responsible for his acts and for the acts of his agents, employees, representatives and sub-consultants in fulfilling this Contract. None of the benefits provided to City employees are available to the Performers or his employees, agents and sub-consultants. The Performer shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of this Contract.

IV. General Provisions.

Any assignment of this Contract by the Performer without the written consent of the City shall be void. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.

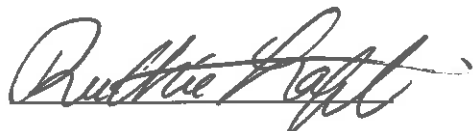
The Performer is responsible for licensing of any copyrighted music.

IN WITNESS WHEREOF, the parties have executed this Agreement on this fifth day of February, 2016.

PERFORMER

THE CITY OF GIG HARBOR

By:



By:

Mayor Jill Guernsey

Ruthie Craft
1386 14th Ave
Fox Island, WA 98333
253.549.8464

ATTEST:

Gig Harbor City Clerk

APPROVED AS TO FORM:

Gig Harbor City Attorney

**CONTRACT FOR SUMMER CONCERT SERIES
PERFORMER AGREEMENT WITH GIG HARBOR**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and David Correa of David Correa Music, whose address is 6567 Conestoga Lane, Dublin, CA 94568 (hereinafter the "Performer").

RECITALS

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2016 Summer Concert Series; and

WHEREAS, the Performer agrees to perform such musical services under the terms and conditions set forth in this Contract; and

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

I. Services and Date of Performance.

The City desires to hold an outdoor, family concert on Tuesday, August 2nd, 2016, with an expected audience of 750-1000 persons. The concert will take place regardless of the weather, rain or shine.

The Performer agrees to provide musical services at the concert for the City on Tuesday, August 2nd, 2016, between the hours of 6:30 p.m. to 8:00 p.m. Sound will be provided by Pacific Stage, Inc., under separate contract with the City. The Performer may begin set up for the concert at 4:00 p.m. on Tuesday, August 2nd, 2016. The Performer's dress should be casual and reflect the weather. The City will provide water for the performers.

The concert will take place at Skansie Brothers Park, a City-owned public park, located at 3207 Harborview Drive in Gig Harbor. The Performers will be instructed where they should set up their equipment on the park property.

II. Payment

The City shall pay the Performer Seven Hundred Dollars (\$700.00), which shall be paid to David Correa immediately following the performance on Tuesday, August 2nd, 2016. In order to facilitate payment the City requests that the Performer submit an invoice to the City 30 days prior to concert date.

III. Relationship of Parties

The Performer will be solely and entirely responsible for his acts and for the acts of his agents, employees, representatives and sub-consultants in fulfilling this Contract. None of the benefits provided to City employees are available to the Performers or his employees, agents and sub-consultants. The Performer shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of this Contract.

IV. General Provisions.

Any assignment of this Contract by the Performer without the written consent of the City shall be void. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.

The Performer is responsible for licensing of any copyrighted music.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 17th day of February, 2016.

PERFORMER

By:



David Correa
David Correa Music
6567 Conestoga Lane
Dublin, CA 94568
925-297-9379

THE CITY OF GIG HARBOR

By:

Mayor Jill Guernsey

ATTEST:

Gig Harbor City Clerk

APPROVED AS TO FORM:

Gig Harbor City Attorney

CONTRACT FOR SUMMER CONCERT SERIES PERFORMER AGREEMENT WITH GIG HARBOR

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Isaac Olson of The Olson Bros Band, whose address is 803 Summit Lk Shore Rd, Olympia, WA 98502 (hereinafter the "Performer").

RECITALS

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2016 Summer Concert Series; and

WHEREAS, the Performer agrees to perform such musical services under the terms and conditions set forth in this Contract; and

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

I. Services and Date of Performance.

The City desires to hold an outdoor, family concert on Tuesday, August 9th, 2016, with an expected audience of 750-1000 persons. The concert will take place regardless of the weather, rain or shine.

The Performer agrees to provide musical services at the concert for the City on Tuesday, August 9th, 2016, between the hours of 6:30 p.m. to 8:00 p.m. Sound will be provided by Pacific Stage, Inc., under separate contract with the City. The Performer may begin set up for the concert at 4:00 p.m. on Tuesday, August 9th, 2016. The Performer's dress should be casual and reflect the weather. The City will provide water for the performers.

The concert will take place at Skansie Brothers Park, a City-owned public park, located at 3207 Harborview Drive in Gig Harbor. The Performers will be instructed where they should set up their equipment on the park property.

II. Payment

The City shall pay the Performer Seven Hundred Dollars (\$700.00), which shall be paid to Isaac Olson immediately following the performance on Tuesday, August 9th, 2016. In order to facilitate payment the City requests that the Performer submit an invoice to the City 30 days prior to concert date.

III. Relationship of Parties

The Performer will be solely and entirely responsible for his acts and for the acts of his agents, employees, representatives and sub-consultants in fulfilling this Contract. None of the benefits provided to City employees are available to the Performers or his employees, agents and sub-consultants. The Performer shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of this Contract.

IV. General Provisions.

Any assignment of this Contract by the Performer without the written consent of the City shall be void. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.

The Performer is responsible for licensing of any copyrighted music.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 12th day of February, 2016.

PERFORMER

By: 

Isaac Olson
The Olson Bros Band
803 Summit Lk Shore Rd
Olympia, WA 98502
360-490-1773

THE CITY OF GIG HARBOR

By: _____
Mayor Jill Guernsey

ATTEST:

Gig Harbor City Clerk

APPROVED AS TO FORM:

Gig Harbor City Attorney

**CONTRACT FOR SUMMER CONCERT SERIES
PERFORMER AGREEMENT WITH GIG HARBOR**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Brian O'Neill of Sounds Like Dolores, whose address is 4810 Pt. Fosdick Dr NW, PMB 262, Gig Harbor, WA 98335 (hereinafter the "Performer").

RECITALS

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2016 Summer Concert Series; and

WHEREAS, the Performer agrees to perform such musical services under the terms and conditions set forth in this Contract; and

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

I. Services and Date of Performance.

The City desires to hold an outdoor, family concert on Tuesday, August 16th, 2016, with an expected audience of 750-1000 persons. The concert will take place regardless of the weather, rain or shine.

The Performer agrees to provide musical services at the concert for the City on Tuesday, August 16th, 2016, between the hours of 6:30 p.m. to 8:00 p.m. Sound will be provided by Pacific Stage, Inc., under separate contract with the City. The Performer may begin set up for the concert at 4:00 p.m. on Tuesday, August 16th, 2016. The Performer's dress should be casual and reflect the weather. The City will provide water for the performers.

The concert will take place at Skansie Brothers Park, a City-owned public park, located at 3207 Harborview Drive in Gig Harbor. The Performers will be instructed where they should set up their equipment on the park property.

II. Payment

The City shall pay the Performer Six Hundred Dollars (\$600.00), which shall be paid to Brian O'Neill immediately following the performance on Tuesday, August 16th, 2016. In order to facilitate payment the City requests that the Performer submit an invoice to the City 30 days prior to concert date.

III. Relationship of Parties

The Performer will be solely and entirely responsible for his acts and for the acts of his agents, employees, representatives and sub-consultants in fulfilling this Contract. None of the benefits provided to City employees are available to the Performers or his employees, agents and sub-consultants. The Performer shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of this Contract.

IV. General Provisions.

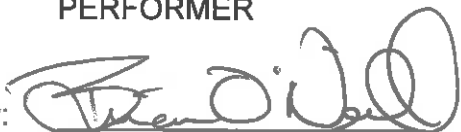
Any assignment of this Contract by the Performer without the written consent of the City shall be void. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.

The Performer is responsible for licensing of any copyrighted music.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 15 day of FEBRUARY, 2016.

PERFORMER

By:



Brian O'Neill
Sounds Like Dolores
4810 Pt. Fosdick Dr NW, PMB 262
Gig Harbor, WA 98335
253-318-7778

THE CITY OF GIG HARBOR

By:

Mayor Jill Guernsey

ATTEST:

Gig Harbor City Clerk

APPROVED AS TO FORM:

Gig Harbor City Attorney



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

Subject: Public Works Operations Building – Professional Services Contract/Grette Associates

Dept. Origin: Public Works

Proposed Council Action: Authorize the Mayor to execute a Professional Services Contract with Grette Associates, LLC., in an amount not-to-exceed \$4,444.80.

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

For Agenda of: April 11, 2016

Exhibits: Professional Services Contract and related exhibits

	Initial & Date
Concurred by Mayor:	<i>JG 4-6-16</i>
Approved by City Administrator:	<i>Ron W 4/6/16</i>
Approved as to form by City Atty:	<i>VIA EMAIL 4/5/16</i>
Approved by Finance Director:	<i>4/11</i>
Approved by Department Head:	<i>ADD 4/5/16</i>

Expenditure Required	\$ 4,444.80	Amount Budgeted	\$ 1,950,000.00	Appropriation Required	\$ 0
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INFORMATION/BACKGROUND

The City is proceeding with the design and permitting of the Public Works Operations Center. During the permit application process the wetland report for the site previously prepared by AHBL was found to be out of compliance with current wetland rating and buffer requirements.

Subsequently, the City requested a scope and fee from Grette Associates for assistance throughout the land use permitting process to update the previous wetland report, provide a wetland buffer enhancement plan, and support staff through a variance process.

FISCAL CONSIDERATION

Funding for the proposed contract is divided between the following four funds and is noted as such in the 2015-16 Biennial Budget: Parks Development (Fund 109), Streets Capital (Fund 102), Water Capital (Fund 420) and Storm Water Capital (Fund 412).

2015-16 Biennial Budget for Public Works Operations Center	\$ 1,950,000.00
Anticipated 2014 Expenses:	
Lawhead Consultant Services Contract Expenses for 2015-16 (Architectural)	\$ (71,217.35)
Grette Professional Services Contract (Wetland)	\$ (4,444.80)
<i>Phase 1 Construction (frontage and site improvements)</i>	\$ (1,874,337.85)
Remaining 2015-16 Budget =	\$ 0.00

Items italics are anticipated expenses.

BOARD OR COMMITTEE RECOMMENDATION

The proposed professional services contract has not been formally presented to a board or committee but is a continuation of design work at the Public Works Operations Center. Aspects of this project have been previously approved by the City Council through prior contracts and annual budgets.

RECOMMENDATION/MOTION

Authorize the Mayor to execute a Professional Services Contract with Grette Associates, LLC., in an amount not-to-exceed \$4,444.80.

**PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
GRETT ASSOCIATES LLC**

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

RECITALS

WHEREAS, the City is presently engaged in the Public Works Operations Center Design and desires that the Consultant perform services necessary to provide the following consultation services; and

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

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

TERMS

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

2. **Payment**.

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Four Thousand Four Hundred Forty-Four dollars and Eighty Cents (\$4,444.80) 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 June 30, 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

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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:
GRETTE ASSOCIATES LLC
ATTN: Chad Wallin
2102 N. 30th St, Ste A
Tacoma, WA 98403
(253) 573-9300

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

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement this 5
day of April, 2016.

CONSULTANT

CITY OF GIG HARBOR

By: [Signature]
Its: Principal

By: _____
Mayor Jill Guernsey

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



Grette Associates^{LLC}

ENVIRONMENTAL CONSULTANTS

To: Jeff Langhelm
 3510 Grandview St.
 Gig Harbor, WA 98335

Date: 03/24/16
Project #: 250.029

Project Name: City of Gig Harbor
 Public Works
 Operation Center

Phone: 253-853-7630
Cell:
E-Mail: langhelmj@cityofgigharbor.net

Project Manager: Chad Wallin
Client File No.:

SENT VIA:

- Mail
- Fax

- Hand Delivered
- Email

DESCRIPTION OF WORK:

Task 100 – Wetland Buffer Enhancement Plan

Grette Associates will prepare a wetland buffer enhancement plan in support of a variance request associated with the City of Gig Harbor’s Public Works Operation Center Project. The buffer enhancement plan will detail the existing vegetation and conditions within the wetland buffer and provide rationale to demonstrate that the remaining and enhanced buffer will function at an equivalent or higher level than the standard buffer width required by Gig Harbor Municipal Code (GHMC).

This task assumes Grette Associates will be provided an electronic copy (in Auto CAD Format) of the survey and design in order to determine suitable enhancement areas and to prepare the buffer enhancement figure(s).

This task does not include the cost of construction inspections, implementation, or monitoring.

An estimated budget for Task 100 is as follows:

Staff	Rate	Units	Total
Biologist 5 (Senior Review)	\$ 145.00	1	\$ 145.00
Biologist 2	\$ 105.00	30	\$ 3,150.00
Administration	\$ 74.00	1	\$ 74.00
TOTAL TASK 100			\$ 3,369.00

Task 200 – Coordination and Support

Grette Associates will provide coordination and support (as needed) to the City of Gig Harbor during the variance process for this Project. This task includes attending additional site visits and meetings within the budget of this task.

250.029 City of Gig Harbor – Public Works Operation Center
03/24/16

An estimated budget for Task 200 is as follows:

Staff	Rate	Units	Total
Biologist 2	\$ 105.00	10	\$ 1,050.00
Mileage	\$ *	25	\$ 15.00
Tacoma Narrows Bridge Tolls	\$ 5.00 ¹	2	\$10.80
TOTAL TASK 200			\$ 1,075.80

¹ Includes 8% markup.

- TIME AND EXPENSE
- FIXED FEE
- RETAINER*

Estimated Contract Amount: \$4,444.80
 Fee Amount:
 Retainer Amount: \$0.00



Business of the City Council
City of Gig Harbor, WA

Subject: Purchase Authorization for Street Lights

Dept. Origin: Public Works - Operations

Prepared by: Greg Foote Superintendent

For Agenda of: April 11, 2016

Exhibits: Exhibit A & B/Contract

Initial & Date

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Handwritten signatures and dates: JG 4-6-16, RW 4/6/16, PER AS EMAIL APPROVAL 4-6-16, DR 4/6/16, [Signature] 4/5/16

Table with 3 columns: Expenditure Required (\$34,698.30), Amount Budgeted (\$52,500.00), Appropriation Required (\$0)

INFORMATION / BACKGROUND

One identified Street Goal in the 2015/2016 Budget was for the purchase of street lights for installation on Rosedale Street. Price quotations for 9 street lights (delivered) were solicited following the process outlined in RCW 35.23.352 for the purchase of materials. The following bid was received:

- Tacoma Electric Supply Inc. \$34,698.30 (including sales tax)

FISCAL CONSIDERATION

The material cost for the street lights is within the \$52,500.00 that was anticipated in the adopted 2015/2016 budget and as identified under Street Capital, Objective No. 11.

City crews will install the streetlights.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize the Mayor to execute the Agreement for purchase of street lights with Tacoma Electric Supply Inc. in the amount of Thirty-Four Thousand, Six Hundred and Ninety-Eight Dollars and Thirty Cents (\$34,698.30) including tax.

**AGREEMENT FOR PURCHASING MATERIALS
BETWEEN CITY OF GIG HARBOR
AND TACOMA ELECTRIC SUPPLY INC.**

THIS AGREEMENT is made this _____ day of _____, 20__, by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and Tacoma Electric Supply Inc., a Washington corporation, located and doing business at 1311 S. Tacoma Way, Tacoma, WA 98403 (hereinafter "Vendor").

WHEREAS, the City desires to purchase decorative street lights from the Vendor, as described in Exhibit A and the Vendor agrees to sell and/or deliver such items under the terms set forth in this Agreement; and

WHEREAS, in the process of selection of the Vendor and award of this contract, the City has utilized the procedures in RCW 39.04.190, 35A.40.210(2) and 35.23.352 and Resolution No. 593;

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

I. Description of Products, Materials, Supplies, Tools or other items.

The Vendor shall sell and provide for purchase of architectural street lights (Lumec) to be installed along Rosedale Street and/or deliver all products, materials, supplies, tools or other items to the City, as described in Exhibit A, which is attached hereto and incorporated herein by this reference (the "Products and Materials").

II. Payment.

A. The City shall pay the Vendor the total sum of Thirty-Four Thousand, Six Hundred and Ninety-Eight Dollars and Thirty Cents (\$34,698.30), including sales tax, for the Products and Materials. This is the maximum amount to be paid under this Agreement, and shall not be exceeded without prior written authorization from the City in the form of a negotiated and executed contract amendment.

B. After delivery of the Products and Materials, the City shall inspect the same, and if acceptable, shall pay the Vendor the full amount of the invoice corresponding to this Agreement. If the Products and Materials are not acceptable to the City for any reason or are delivered in a damaged or unusable condition, the City shall not be obligated to accept delivery or to make any payment.

III. Deadline for Delivery.

The City and the Vendor agree that the items described in Exhibit A will be delivered to the City of Gig Harbor Public Works Facility, 5118 89th St. NW, Gig Harbor, WA by the Vendor on or before July 31, 2016.

IV. Termination.

Either party shall have the ability to terminate this Agreement no later than 30 days prior to the delivery date, as long as written notice of termination is faxed, e-mailed or hand delivered to the other party at the addresses set forth in this Agreement.

V. Indemnification.

The Vendor shall indemnify, defend and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or lawsuits, including costs and attorneys fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

VI. Insurance.

The Vendor shall procure and maintain for the duration of this Agreement commercial general liability insurance to cover claims for product liability and injuries to persons or damage to property which may arise from or in connection with the Products and Materials supplied to the City. The Vendor shall assume all liability relating to damage or loss of the products and materials until acceptance by the City.

VII. Warranty.

The Vendor will warranty the Products and Materials in accordance with the following:

Philips LEDgine

Warranty Information

COVERAGE

When properly installed and under normal conditions of use, Philips Lumec Inc. (herein named Manufacturer) warrants to its Purchaser that its supplied LED light engine and LED power components

("Product(s)") shall be free from defects in material and workmanship in its intended use (normal wear and tear excepted) for an extended period of five (5) years from the date of invoice.

INCLUSIONS

Manufacturer's warranty flows only to Purchaser. If any Product covered by this warranty is returned by Purchaser in accordance with Manufacturer's Terms and Conditions, including without limitation its return authorization provisions, within the applicable warranty period set forth above, and upon examination Manufacturer determines to its satisfaction that such Product was defective in material or workmanship at the time of delivery to the Purchaser, Manufacturer will, at its option, repair or replace the Product or the defective part. "Defective" is considered if five per cent (5%) of LEDs, per luminaire, are non-operating LEDs.

If Manufacturer chooses to replace the Product and is not able to do so because it has been discontinued or is not available, Manufacturer may replace it with a comparable product.

Where defects in materials, manufacturing or design cause the product/solution failure, they shall be repaired or replaced at Manufacturer discretion.

Transport related damage is also included in the policy and should be redeemable from our transport contracts. Shipment related to resolving the warranty claim (products to the customer/site, samples back from customer/site to Philips) is included in the agreed conditions.

EXCLUSIONS

This is a limited warranty, and excludes installation and consequential damages (such as loss of

revenue/profits, damage to property or other extended costs not previously mentioned), and is further defined by the limitations and conditions below. Manufacturer shall not be liable for any loss of use of the equipment, inconvenience, or any other damages, whether direct, indirect, incidental or consequential resulting from the use of this product, or arising out of any breach of this warranty. The limited warranty and remedies set herein are exclusive and in lieu of all other warranties whether statutory, express or implied including all warranties of merchantability and Fitness for particular purpose and all warranties arising from course of dealing or usage of trade. No person, agent, distributor, dealer or company is authorized to change, modify or extend the terms of this limited warranty in any matter whatsoever.

For purposes of clarity, "repair or replace the Product or the defective part thereof" does not include any reinstallation costs or expenses, including without limitation labor costs or expenses.

This limited warranty does not cover the following:

1. Product failure caused by faulty power supplies, overheating caused by improper installation, omission of heat sink parts or misapplication/omission of heat transfer compound.
2. Failure caused by fires, misuse, accidents, abuse, neglect, mishandling, misapplication, improper handling/installation incurred by the user/installer or Acts of God (such as lightning or fluctuations in electrical power).
3. Products which have been modified or have had the serial number altered, defaced or rendered illegible.
4. Product is left operating in conditions/requirements other than those mentioned in respective product brochures or user manuals.
5. The product has been serviced by personnel not authorized by Philips Lumec.

LIMITATIONS AND CONDITIONS

Products/Solutions should be used within their specifications (e.g. Temperature, water ingress and other extreme conditions, Indoor/outdoor, up-lighting/downlighting, etc.) and according to application guidelines. Warranty becomes void if the product is mis-applied. Warranty will also be voided should the customer fail to appropriately maintain their installation (eg. Changing lamps at end of life, replacement of components accordingly applications guidelines, etc.)

This warranty applies only to the repair or replacement of the product and only when the product is properly handled, installed and maintained according to Manufacturer instructions. Purchaser must notify us in writing within 30 days of noticing the defect. We reserve the right to change the warranty period without prior notice and without incurring obligation and expressly disclaim all warranties not stated in this limited warranty.

Philips Lumec cannot be held liable for electrical supply conditions, including supply spikes, overvoltage/under-voltage and Ripple Current control systems that are beyond the specified limits of the products and those defined by relevant supply standards (e.g. EN 50160 norms). Locally sourced or modified products must be approved, along with the supplier, by the relevant RBU to be supported by this policy. If the supplier and/or product is not approved by the relevant RBU then all warranty risks related to the product must be carried by the sales organization that sells the product.

This policy does not warrant consumables such as lamps, igniters, capacitors and other generally replaceable consumable items. Such items may carry a separate warranty which may differ from this policy.

Philips Lumec reserves the right to make the final decision on the validity of any guarantee claim.

Therefore, it is necessary to return the defective LED fixture, the driver or power data supply and/or the electronic control gear to Philips Lumec for analysis. Please contact Philips Lumec for more information.

PHILIPS LUMEC PRODUCT & SURFACE FINISH

WARRANTY INFORMATION

PHILIPS LUMEC warrants to its Customer only that its products shall be free from defects in material and workmanship (excluding ballasts and photoelectric controls, see below) for a period of one (1) year from the date of shipment. Subject to the "Surface Finish Warranty Limitations" below,

PHILIPS LUMEC warrants the visible painted surfaces of its products, as finally assembled at site, shall remain free from discoloration, loss of gloss retention, corrosion and lack of adhesion, for a period of five (5) years from date of shipment. In order for a valid warranty claim to be honored, a detailed description of any defect(s) covered by this warranty must be given within the warranty period to PHILIPS LUMEC in writing. If PHILIPS LUMEC determines that the warranty claim is valid and that a defect exists, Philips Lumec, at its sole option, will either refund the purchase price originally paid for the subject product or will repair or replace the defective part or product at PHILIPS LUMEC's cost, such repair to occur either onsite or, at PHILIPS LUMEC's option, at its factory (should a factory repair be required, product to be removed at Customer's cost and returned to Lumec freight prepaid). The remedy chosen at PHILIPS LUMEC's option shall be Customer's sole and exclusive remedy under this warranty. In no event will Lumec be responsible or liable for any labor costs at site for the removal or replacement of defective products or materials, except for that portion of the cost to repair at site, which Philips Lumec alone determines to undertake hereunder at site (if any). In no event will Philips Lumec ever be liable to Customer or to any other party for any expenses, losses or damages beyond the original cost of the subject product. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND PHILIPS LUMEC DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

PHILIPS LUMEC SPECIFICALLY DISCLAIMS ANY AND ALL LIABILITY FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND PHILIPS LUMEC'S LIABILITY, BEING LIMITED TO REPAIR OR REPLACEMENT AS SET FORTH, NOT TO EXCEED THE ORIGINAL PRICE PAID FOR THE SUBJECT LUMEC PRODUCT. BALLASTS AND PHOTOELECTRIC CONTROLS MAY BE COVERED BY SEPARATE WARRANTY FROM THE MANUFACTURER OF SUCH PRODUCTS, BUT PHILIPS LUMEC SELLS THESE ITEMS CONTAINED WITHIN ITS PRODUCTS "AS IS." PHILIPS LUMEC ACCEPTS NO RESPONSIBILITY OR LIABILITY WITH RESPECT THERETO. If Customer has a potential ballast or photoelectric control problem, information on how to assert a claim against the manufacturer of the subject ballast(s) or photoelectric control(s) will be posted on the manufacturers site.

SURFACE FINISH WARRANTY LIMITATIONS. Whether the surface finish of a product is defective within the warranty period with respect to "discoloration," "gloss retention" or "corrosion and lack of adhesion" shall be determined as follows:

Discoloration

Discoloration in excess of 5 E units (CIE 1976 CIELAB) as measured using procedure ASTM D 2244, latest revision, comparing an unexposed sample to an exposed surface after removal of dirt and chalk.

Gloss retention

A minimum of 30 % gloss retention as measured using procedure ASTM D 523, latest revision, comparing an unexposed sample to an exposed surface after removal of dirt and chalk.

Corrosion and lack of adhesion

Corrosion and lack of adhesion in excess of Rust Grade 5, as measured using procedure ASTM D 610, latest revision, based on the complete product assembly. For the purpose of this warranty, this procedure applies to both aluminum and steel.

Not covered by this warranty:

- Surface finish on replacement parts not supplied by Lumec.
 - Damages caused by improper use, negligence, accident, foreign material attached to the equipment and damages resulting from poor installation.
 - Corrosion, flaking or discoloration caused by environmental drops and / or acts of God such as hail, storm, acid rain, tree sap, water immersion or airborne materials.
- Any metallic color surface finish is covered by a one-year warranty only unless a LUMEC clear coating has been specified, in which event the five (5) year warranty shall apply.

VIII. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

To the Vendor:

Tacoma Electric Supply Inc.
Attn: Annette O'Hare
1311 S. Tacoma Way
Tacoma, WA 98403
253-475-0540

To the City :

City of Gig Harbor
Attn: Greg Foote
Public Works Superintendent
3510 Grandview Street
Gig Harbor, WA 98335

IX. Modification

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

X. Assignment

Any assignment of this Agreement by the Vendor without the written consent of the City shall be void.

XI. 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.

XII. Resolution of Disputes

Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City Administrator, and the City Administrator shall determine the term or provisions' true intent or meaning.

If any dispute arises between the City and the Vendor under any of the provisions of this Agreement which cannot be resolved by the City's determination in a reasonable time, or if the Vendor does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be with the 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 shall be reimbursed by the other party for its costs, expenses, and reasonable attorney's fees incurred in any litigation arising out of the enforcement of this Agreement.

XIII. Entire Agreement

The written provisions and terms of this Agreement, together with all exhibits attached hereto, all bids specifications and bid documents shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above written.

VENDOR

THE CITY OF GIG HARBOR

By: _____
Its _____

Mayor Jill Guernsey

ATTEST:

Molly M. Towslee, City Clerk

Approved as to form:
Office of the City Attorney

City Attorney

March 7, 2016

EXHIBIT A - INVITATION TO BIDDERS

**CITY OF GIG HARBOR
ROSEDALE STREET LIGHTS**

The City of Gig Harbor (City) requests bids for the purchase of nine (9) decorative LED street lights (conforming to the UL 1598 and CSA C22.2 No. 250.0-08 Standards).

Bids must be received no later than 4:00 p.m., Tuesday, March 31, 2016 at the Public Works Department, City of Gig Harbor Civic Center, 3510 Grandview Street, Gig Harbor, Washington, 98335. Bid proposals received after the time fixed for opening will not be considered.

Each bid shall be accompanied by a certified check, or bid bond, in an amount equal to 5 percent (5%) of the bid proposal. Bidders are advised that if the successful bidder fails to execute and return the contract with the City as set forth hereunder, and furnish a satisfactory insurance certificate within ten (10) calendar days after bid award, the bid deposit shall be forfeited to the City, and the City reserves the right to award the contract to the next lowest bidder, and each successive bidder, until the conditions of the award are met, at the City's sole discretion.

Bids (including freight/shipping) are requested for the purchase of:

Five (5) 15' decorative LED street lights

Lumec Part Numbers:

- Luminaire: DMS50-55W48LED4K-R-LE3F-240-GN6TX
- Bracket: MM-1A-GN6TX
- Pole: AM8U-15-BAS22-GN6TX

or

Cyclone Part Numbers:

- Luminaire: CY55P1-GAL-3-60W-4K-240-SCTX,
- Bracket: CP2412-C1-T40-SCTX
- Pole: PV42-15-SA-T40-BH3422AP/S1-CP2416-SCTX

AND

Four (4) 20' decorative LED street lights

Lumec Part Numbers:

- Luminaire: TR20-80W48LED4K-R-LE3S-120/240-GN6TX
- Bracket: TN-1A-GN6TX
- Pole: SAM8V-20-BAS22-GN6TX

or

Cyclone Part Numbers:

- Luminaire: CY21S1-GAL-3-80W-4K-240-CP2237-SCTX
- Bracket: CP4392-B556-SCTX
- Pole: PV69-20-SA-BH355620AP/S1-CA1AP-CP4393-SCTX

or approved equal.

Telephone inquiries regarding the Project may be directed to Greg Foote, Supervisor, Public Works Department at the City of Gig Harbor at (253) 851-8406 or FooteG@cityofgigharbor.net.

The Contract Documents shall consist of the City's Agreement for Purchasing Materials (Contract), this Invitation to Bidders (Exhibit A of the Contract), the attached Bid Proposal (Exhibit B of the Contract), and the attached specifications.

The City of Gig Harbor reserves the right to reject any or all bids and to waive minor irregularities in the bidding process. The City of Gig Harbor reserves the right to award this contract to the lowest responsive, responsible bidder based on the Bid Proposal. In determining the lowest responsive responsible bidder, consideration will be given to the criteria listed in RCW 39.04.

***** END OF EXHIBIT A *****

EXHIBIT B - BID PROPOSAL

A. Acknowledgement

The undersigned bidder declares that he has read the Contract Documents, understands the conditions of the City's, and has determined for itself all situations affecting the work herein bid upon.

NOTE: Show unit prices in figures only. Any bid proposal with an incomplete bid item shall be considered non-responsive.

B. Bid Schedule

Primary Bid:

BID ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
1	15' decorative LED street lights	5	EACH	\$ 3180.00	\$ 15,900.00
2	20' decorative LED street lights	4	EACH	4020.00	16,080.00
SUB-TOTAL					\$ 31,980.00
SALES TAX @ 8.5 %					\$ 2,718.30
BID TOTAL					\$ 34,698.30

*All bids must include freight/shipping.

C. PROPOSAL SIGNATURE:

Bidder Signature: Annette O'Hare

Printed Bidder Name: Annette O'Hare

Company Name: TACOMA ELECTRIC SUPPLY INC

Address: 1311 S Tacoma Way

Tacoma WA 98409

Phone: 253.475.0450

Fax: 253.475.0707

Email: sohare@tacomaelectric.com

*** END OF EXHIBIT B ***



Business of the City Council
City of Gig Harbor, WA

Subject: Resolution – Surplus Equipment

Proposed Council Action:

Adopt Resolution No.1030 declaring the specified equipment surplus and eligible for trade in.

Dept. Origin: Public Works

Prepared by: Greg Foote, Superintendent Public Works

For Agenda of: April 11, 2016

Exhibits: Resolution No. 1030

Initial & Date

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Handwritten initials and dates: JG 3-30-16, Row 3/30/16, N/A, 3/30/16, AOK 3/30/16

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

INFORMATION / BACKGROUND

Staff requests authorization to surplus the following equipment:

- Yanmar Vio17 Mini Excavator with attachments

This equipment has been traded in.

FISCAL CONSIDERATION

Proceeds from the sale will be applied as trade in toward new mini excavator.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Adopt Resolution No. 1030 declaring the specified equipment surplus and eligible for trade in.

RESOLUTION NO. 1030

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

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

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

To declare as surplus:

EQUIPMENT	Quantity	SERIAL / ASSET NUMBER	MODEL INFO.
Yanmar Mini Excavator and attachments	1	09960 / Tag #02337	Vio17

PASSED ON THIS 11th day of April, 2016.

APPROVED:

MAYOR JILL GUERNSEY

ATTEST/AUTHENTICATED:

MOLLY TOWSLEE, CITY CLERK

FILED WITH THE CITY CLERK: 03/30/16
PASSED BY THE CITY COUNCIL: 04/11/16
RESOLUTION NO.



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

Subject: Resolution 1031 – Declaration of 50th Street Right-of-Way

Proposed Council Action:

Approve Resolution number 1031 declaring the northerly 60 feet of the parcel for KLM Veterans Memorial Park as right-of-way.

Dept. Origin: Public Works/Engineering

Prepared by: Marcos McGraw
Project Engineer

For Agenda of: April 11, 2016

Exhibits: Site map & Resolution 1031

Concurred by Mayor:	Initial & Date
Approved by City Administrator:	<u>JB 4-7-16</u>
Approved as to form by City Atty:	<u>20-W 4/7/16</u>
Approved by Finance Director:	<u>by email 4-7-16</u>
Approved by Public Works Director:	_____
Approved by City Engineer:	<u>[Signature] 4-7-16</u>

Expenditure Required	\$0.00	Amount Budgeted	\$0.00	Appropriation Required	\$0
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INFORMATION/BACKGROUND

This resolution will convert a portion of the City-owned park parcel from the designation of park property to public right-of-way.

Converting the northerly 60 feet of parcel number 0221173107 to right-of-way, will provide a public benefit in that this vehicular access corridor, between Olympic Drive to the east and 38th Avenue will be perpetually converted to city street right-of-way.

FISCAL CONSIDERATION

N/A

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION/MOTION

Approve Resolution number 1031 declaring the northerly 60 feet of the parcel for KLM Veterans Memorial Park as right-of-way.

AFTER RECORDING RETURN TO:

The City of Gig Harbor
Attn: City Clerk
3510 Grandview Street
Gig Harbor, WA 98335

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM

Document Title(s) (or transactions contained therein):

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR,
WASHINGTON, DECLARING A PORTION OF CITY OF GIG HARBOR OWNED PARCEL
NUMBER 0221173107 TO BE RIGHT-OF-WAY OF THE CITY OF GIG HARBOR.

Grantor(s) (Last name first, then first name and initials)

City of Gig Harbor

Grantee(s) (Last name first, then first name and initials)

City of Gig Harbor

Legal Description (abbreviated: i.e., lot, block, plat or section, township, range)

Section 17, Township 21, Range 02

Assessor's Property Tax Parcel or Account Number: 0221173107

Reference Number(s) of Documents assigned or released: _____

RESOLUTION NO. 1031

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DECLARING THE NORTHERLY 60 FEET OF THE CITY OF GIG HARBOR OWNED PARCEL NUMBER 0221173107 TO BE RIGHT-OF-WAY OF THE CITY OF GIG HARBOR.

WHEREAS, the City of Gig Harbor is the owner of certain real property, identified by the Pierce County Assessor's office as APN 0221173107, as legally described on Exhibit A and as shown on Exhibit B, all of which are attached to and incorporated into this Resolution; and

WHEREAS, the northerly 60 feet of said parcel is currently used as a public street identified as 50th Street Court; and

WHEREAS, the City has determined that, based on the use of this area of said parcel as public street, pedestrian access route and on-street parking, declaration of the parcel as right-of-way of the City is appropriate; and

WHEREAS, declaring this area of said parcel as right-of-way is in accordance with the City's goal to integrate it into existing right-of-way for 50th Street Court; and

WHEREAS, the City Council has the power to declare parcels as rights of way;

NOW, THEREFORE, THE GIG HARBOR CITY COUNCIL HEREBY DECLARES AS FOLLOWS:

The northerly 60 feet of assessor parcel number 0221173107, which is owned by the City of Gig Harbor, is hereby declared as right-of-way.

RESOLVED by the City Council this ___ day of _____, 2016.

APPROVED:

MAYOR JILL GUERNSEY

ATTEST/AUTHENTICATED:

MOLLY TOWSLEE, CITY CLERK

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO. 1031

EXHIBIT A
LEGAL DESCRIPTION

THE NORTH 60.00 FEET OF THE NORTH 13 ACRES OF THE SOUTH 26 ACRES OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 21 NORTH, RANGE 02 EAST, WILLAMETTE MERIDIAN;
EXCEPT THE WEST 665 FEET THEREOF,

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

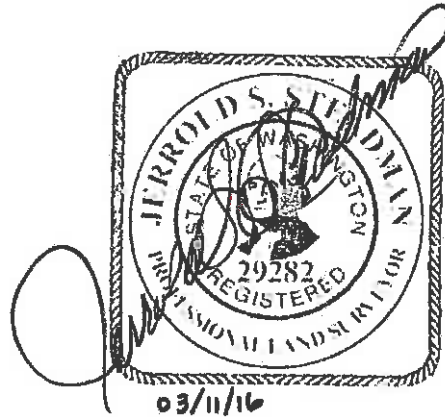
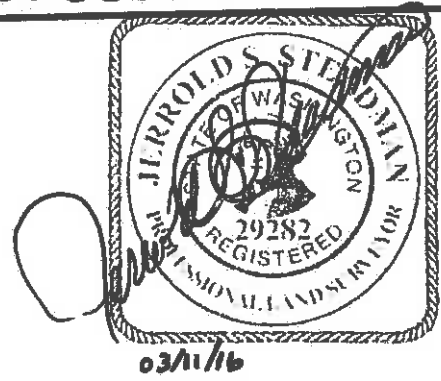
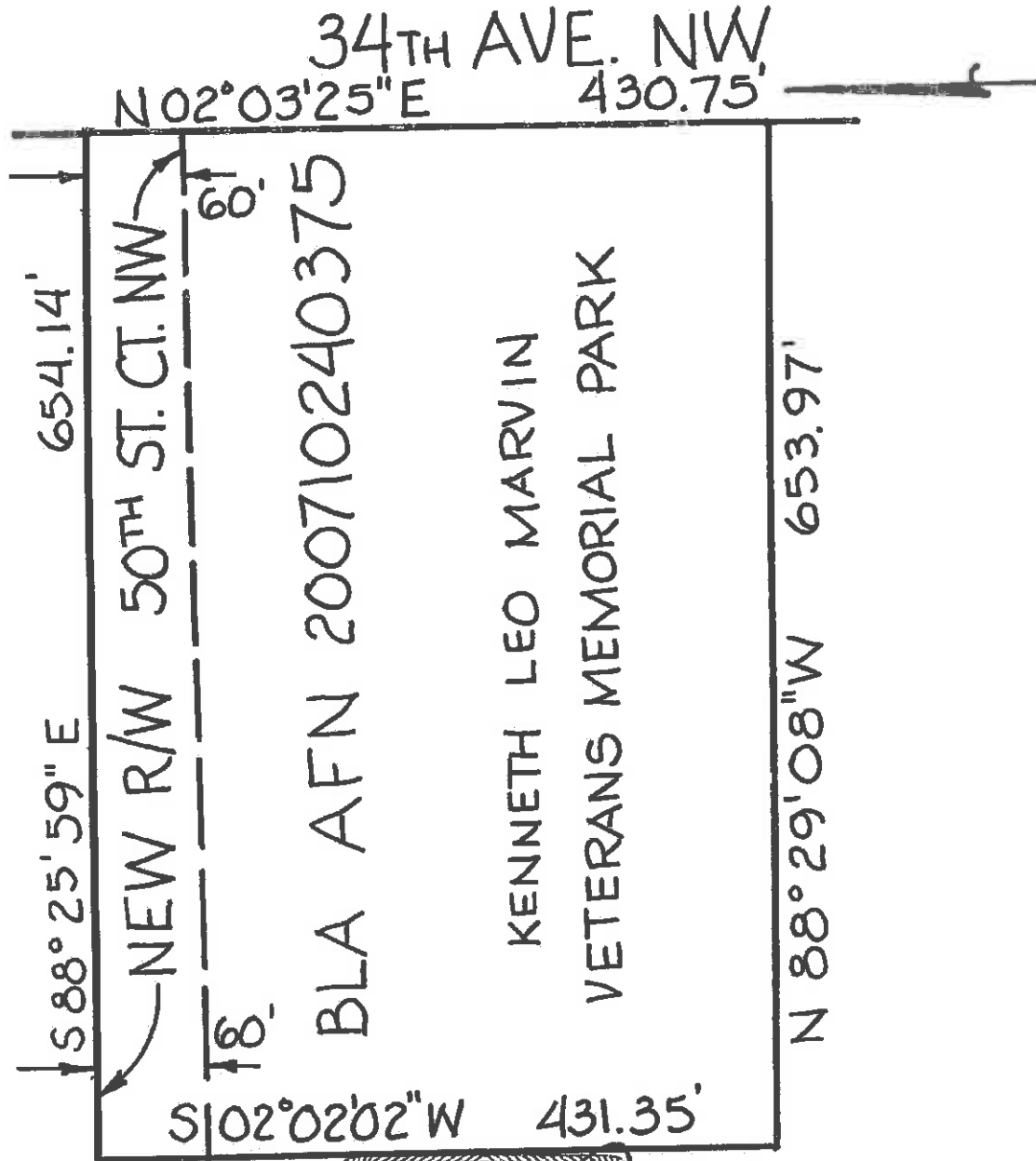
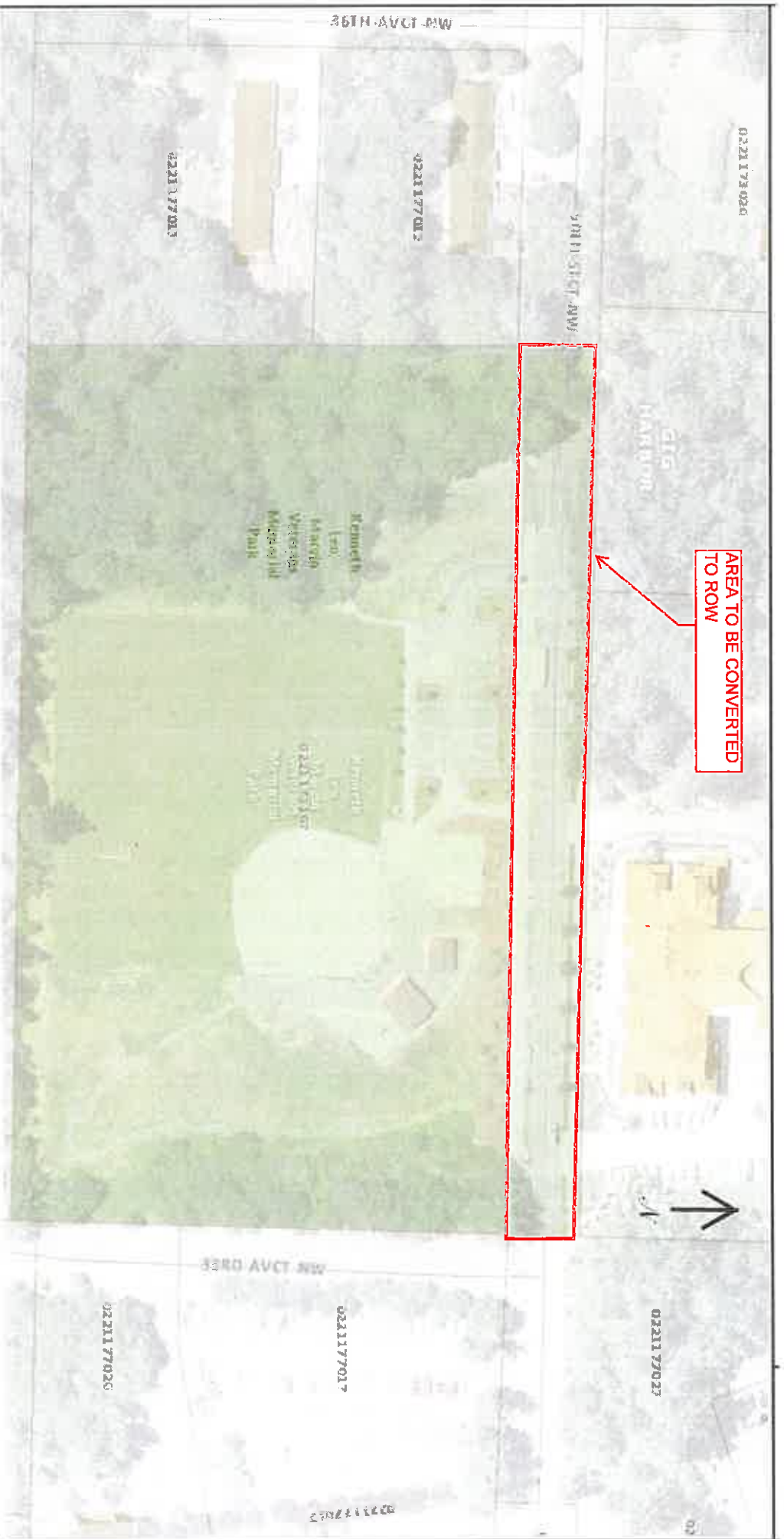


EXHIBIT B
DEPICTION OF RIGHT-OF-WAY



50th Street ROW dedication site map





Business of the City Council City of Gig Harbor, WA

Subject: Resolution No. 1032 - Execute Local Agency Agreement and Federal Aid Project Prospectus for Kimball Drive / Hunt Street Overlay Project

Proposed Council Action: Approve Resolution No. 1032 authorizing the Mayor to execute funding agreements with the Washington State Department of Transportation and accepting compliance with applicable funding provisions required in the funding agreements.

Dept. Origin: Public Works/Engineering

Prepared by: Emily Appleton, P.E. *EA 4.6.16*

For Agenda of: April 11, 2016

Exhibits: Resolution and WSDOT Funding Agreement Forms

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Public Works Director:

Approved by City Engineer:

Initial &
Date

JG 4-7-16
Ron W 4/6/16
via email 4/5/16
[Signature] 4/7/16
[Signature] 4.11.16

Expenditure Required	\$390,000	Amount Budgeted	\$390,000	Appropriation Required	\$0
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1

INFORMATION/BACKGROUND

The City applied for and was awarded \$331,000 in grant funding for the Kimball Drive / Hunt Street Overlay project for use in FY 2016. The grant was funded by the federal Surface Transportation Program (STP) fund distributed in the Countywide process. The STP funds are administered by the Washington State Department of Transportation (WSDOT) through their Local Programs.

The grant requires a City match in the amount of \$59,000 and requires that the funds be obligated by June 1, 2016. "Obligated" means that WSDOT has approved the project for funding via an executed funding agreement with the City. If the June 1, 2016 deadline is not met, the City will need to return the \$331,000 grant.

The project is included in the City's 2015/16 budget in the amount of \$390,000 and is currently under design by City staff. It is scheduled to advertise for construction bids in May 2016, with construction occurring in Summer 2016.

In order to obligate the grant funding for use during the construction phase of the project, WSDOT requires funding agreements to be executed with the City. The terms and conditions of the funding agreements require compliance with various federal and state laws and regulations, including Title 23, US Code Highways, 2 CFR Part 200, WSDOT policies and procedures and agreements between the state and federal government. The funding agreements incorporating the required

terms and conditions are attached.

The attached resolution authorizes the Mayor to execute the required funding agreements with WSDOT and accepts the obligations for compliance with applicable state and federal laws.

FISCAL CONSIDERATIONS

Sufficient budget exists within the Street Capital fund for this project delivery commitment.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION/MOTION

Staff recommends that the Council approve Resolution No. 1032 authorizing the Mayor to execute the funding agreements with the Washington State Department of Transportation and accepting compliance with applicable funding provisions required in the funding agreements.

RESOLUTION NO. 1032

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE FUNDING AGREEMENTS WITH WASHINGTON STATE DEPARTMENT OF TRANSPORTATION IN ORDER TO RECEIVE AWARDED GRANT FUNDING; AND, ACCEPTING COMPLIANCE WITH APPLICABLE FUNDING PROVISIONS REQUIRED IN SAID FUNDING AGREEMENTS.

WHEREAS, the city wishes to complete the project identified as **Kimball Drive / Hunt Street Overlay**; and

WHEREAS, the city has been awarded a grant funded by the Federal Highway Administration Surface Transportation Program in the amount of \$331,000 for the identified project to be administered by the Washington State Department of Transportation (WSDOT); and

WHEREAS, in order to obligate the awarded grant to the identified project, WSDOT requires the execution of a Local Agency Agreement and a Local Agency Federal Aid Project Prospectus between the City and WSDOT by June 1, 2016;

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

Section 1:

1. The Mayor is authorized to execute the Local Agency Agreement and the Local Agency Federal Aid Prospectus Agreement on behalf of the City to obligate funding for the **Kimball Drive / Hunt Street Overlay** project;
2. The City agrees to comply with the terms and conditions set forth in (1) Title 23, US Code Highways, (2) the regulations pursuant thereto, (3) 2 CFR Part 200, (4) the policies and procedures promulgated by the Washington State Department of Transportation; and (5) the federal aid project agreement entered into between the State and Federal Government, relative to the identified project;

RESOLVED this 11th day of April, 2016.

APPROVED:

JILL GUERNSEY, MAYOR

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY TOWSLEE

FILED WITH THE CITY CLERK: _____
PASSED BY THE CITY COUNCIL: _____
RESOLUTION NO. _____



**Washington State
Department of Transportation**

Agency **City of Gig Harbor**

Address **3510 Grandview Street
Gig Harbor, WA 98335**

Local Agency Agreement

CFDA No. 20.205 (Catalog or Federal Domestic Assistance) Project No. Agreement No. For OSC WSDOT Use Only
--

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR Part 200, (4) the policies and procedures promulgated by the Washington State Department of Transportation, and (5) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name **Kimball Drive and Hunt Street Overlay** Length **3,955 LF**
 Termini **between Pioneer Way and Soundview Drive**

Description of Work

2-inch HMA overlay along Kimball Dr. & Hunt St. between Pioneer Way & Soundview Dr. Grinding necessary to maintain compliant crown & cross-slopes, & tie-in with existing curb and gutter. Util. structures adjusted to accommodate overlay thickness. Includes a minor amount of dig-out and replacement of pavement (est. 5% of total). Restripe, upgrade Xwalks & curb ramps-ADA.

Project Agreement End Date **June 2017**

Proposed Advertisement Date **May 2016**

Claiming Indirect Cost Rate <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
--

Type of Work	Estimate of Funding		
	(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE			
% a. Agency - In-house work, no addition-			
b. Other al funds allocated.			
Federal Aid Participation Ratio for PE			
c. Other			
d. State			
e. Total PE Cost Estimate (a+b+c+d)	0.00	0.00	0.00
Right of Way			
% f. Agency			
g. Other			
Federal Aid Participation Ratio for RW			
h. Other			
i. State			
j. Total R/W Cost Estimate (f+g+h+i)	0.00	0.00	0.00
Construction			
% k. Contract	390,000.00	59,000.00	331,000.00
l. Other			
m. Other			
Federal Aid Participation Ratio for CN			
n. Other			
o. Agency			
p. State			
q. Total CN Cost Estimate (k+l+m+n+o+p)	0.00	0.00	0.00
r. Total Project Cost Estimate (e+j+q)	0.00	0.00	0.00

Agency Official
 By
 Title **Mayor, City of Gig Harbor**

Washington State Department of Transportation
 By
 Director, Local Programs
 Date Executed

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

1. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project. The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

- (1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.
- (2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.
- (3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and
- (c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary is notified by the Federal Highway Administration that the project is inactive.
- (5) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XVII. Assurances

Local agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities, and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

Additional Provisions



Local Agency Federal Aid Project Prospectus

	Prefix	Route	()		Date	4/5/16
Federal Aid Project Number					DUNS Number	01-436-5621
Local Agency Project Number	CSP-1602		(WSDOT Use Only)		Federal Employer Tax ID Number	91-6001435

Agency City of Gig Harbor		CA Agency <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal Program Title <input type="checkbox"/> 20.205 <input checked="" type="checkbox"/> Other STP (Preservation) - Countywide			
Project Title Kimball Drive and Hunt Street Overlay			Start Latitude N	Start Longitude W		
			End Latitude N	End Longitude W		
Project Termini From - To Pioneer Way - Soundview Drive			Nearest City Name Gig Harbor		Project Zip Code (+ 4) 98335-1214	
Begin Mile Post	End Mile Post	Length of Project 3,955 lineal feet		Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad		
Route ID 620004310	Begin Mile Point	End Mile Point	City Number 0490	County Number 27	County Name Pierce County	
WSDOT Region Olympic Region	Legislative District(s) 26th		Congressional District(s) 6th		Urban Area Number	

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date	
				Month	Year
P.E.					
R/W					
Const.	\$390,000.00	\$59,000.00	\$331,000.00	May 2016	
Total	\$390,000.00	\$59,000.00	\$331,000.00		

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width	Number of Lanes 3
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Kimball Drive / Hunt Street is an arterial city roadway with one lane in each direction and a center turn lane.

Description of Proposed Work

Description of Proposed Work (Attach additional sheet(s) if necessary)

Provide 2-inch HMA overlay along Kimball Drive and Hunt Street between Pioneer Way and Soundview Drive. Grinding will be performed as necessary to maintain compliant crown and cross-slopes, and tie-in with existing curb and gutter. Utility structures will be adjusted as needed to accommodate overlay thickness. Project includes a minor amount of dig-out and replacement of pavement (estimated to be approximately 5% of total area). Roadway will be re-striped. In addition, there will be upgrades to the existing crosswalk(s) and curb ramps to comply with ADA requirements and to increase pedestrian safety.

Local Agency Contact Person Emily Appleton, P.E.	Title Senior Engineer	Phone (253) 853-7620
Mailing Address 3510 Grandview Street	City Gig Harbor	State WA
		Zip Code 98335

Project Prospectus Approval

By _____ Approving Authority

Title _____ Date _____

Agency City of Gig Harbor	Project Title Kimball Drive and Hunt Street Overlay	Date 4/5/16
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Type of Proposed Work		
Project Type (Check all that Apply)	Roadway Width	Number of Lanes
<input type="checkbox"/> New Construction <input type="checkbox"/> Path / Trail <input type="checkbox"/> 3-R <input type="checkbox"/> Reconstruction <input type="checkbox"/> Pedestrian / Facilities <input type="checkbox"/> 2-R <input type="checkbox"/> Railroad <input type="checkbox"/> Parking <input checked="" type="checkbox"/> Other <input type="checkbox"/> Bridge		3
Pavement Overlay		Grind and overlay existing road as shown on attached.

Geometric Design Data		
Description	Through Route	Crossroad
Federal Functional Classification	<input checked="" type="checkbox"/> Urban <input type="checkbox"/> Principal Arterial <input type="checkbox"/> Rural <input checked="" type="checkbox"/> Minor Arterial <input type="checkbox"/> NHS <input type="checkbox"/> Collector <input type="checkbox"/> <input type="checkbox"/> Major Collector <input type="checkbox"/> <input type="checkbox"/> Minor Collector <input type="checkbox"/> <input type="checkbox"/> Local Access	<input type="checkbox"/> Urban <input type="checkbox"/> Principal Arterial <input type="checkbox"/> Rural <input type="checkbox"/> Minor Arterial <input type="checkbox"/> NHS <input type="checkbox"/> Collector <input type="checkbox"/> <input type="checkbox"/> Major Collector <input type="checkbox"/> <input type="checkbox"/> Minor Collector <input type="checkbox"/> <input type="checkbox"/> Local Access
Terrain	<input type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain
Posted Speed	25 mph	
Design Speed	unknown	
Existing ADT	6700	
Design Year ADT	n/a	
Design Year	n/a	
Design Hourly Volume (DHV)	n/a	

Performance of Work		
Preliminary Engineering Will Be Performed By City of Gig Harbor Staff	Others 0 %	Agency 100 %
Construction Will Be Performed By Public Works Process, lowest responsible, responsive bidder.	Contract 100 %	Agency 0 %

Environmental Classification	
<input type="checkbox"/> Class I - Environmental Impact Statement (EIS) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement <input type="checkbox"/> Class III - Environmental Assessment (EA) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement	<input checked="" type="checkbox"/> Class II - Categorical Excluded (CE) <input type="checkbox"/> Projects Requiring Documentation (Documented CE)

Environmental Considerations none.

Agency	Project Title	Date
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Right of Way		
<input checked="" type="checkbox"/> No Right of Way Needed * All construction required by the contract can be accomplished within the existing right of way.	<input type="checkbox"/> Right of Way Needed <input type="checkbox"/> No Relocation	<input type="checkbox"/> Relocation Required

Utilities <input checked="" type="checkbox"/> No utility work required <input type="checkbox"/> All utility work will be completed prior to the start of the construction contract <input type="checkbox"/> All utility work will be completed in coordination with the construction contract	Railroad <input type="checkbox"/> No railroad work required <input type="checkbox"/> All railroad work will be completed prior to the start of the construction contract <input type="checkbox"/> All railroad work will be completed in coordination with the construction contract
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Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

FAA Involvement Is any airport located within 3.2 kilometers (2 miles) of the proposed project? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Remarks

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency City of Gig Harbor

Date _____

By _____
Mayor/Chairperson



Business of the City Council City of Gig Harbor, WA

Subject: Second Reading of Ordinance – Parks, Recreation, and Open Space (PROS) Plan

Proposed Council Action: Adopt Ordinance No. 1335 adopting a new Parks, Recreation, and Open Space (PROS) Plan.

Dept. Origin: Public Works

Prepared by: Jeff Langhelm, PE
Public Works Director

For Agenda of: April 11, 2016

Exhibits: Ordinance and 2016 PROS Plan Final Draft

	Initial & Date
Concurred by Mayor:	JL 4-7-16
Approved by City Administrator:	RW 4/6/16
Approved as to form by City Atty:	VIA EMAIL 4/5/16
Approved by Finance Director:	
Approved by Department Head:	4/7/16

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

The City's 2010 Parks, Recreation, and Open Space (PROS) Plan was scheduled to be updated in 2016 to remain eligible for certain grants from various funding sources. Subsequently, the City budgeted for the update to the PROS Plan in the 2015-16 biennial budget. Due to staffing levels the City hired a consultant, Sound Municipal Solutions, in September 2015 to complete the update.

Sound Municipal Solutions successfully prepared the PROS Plan update by completing a public survey and running multiple detailed work study sessions with the Parks Commission. A final draft of the Plan was completed in January. The City's SEPA Responsible Official issued a Determination of Nonsignificance for the 2016 PROS Plan on January 20, 2016. This ordinance met the Washington State Department of Commerce's Growth Management Act notice to state agency requirements for the proposed development regulation on March 21, 2016. As a result, the SEPA appeal period ended at 5:00 PM on March 28, 2016.

Due to the size of the document, the 2016 PROS Plan is available for review either on line (<http://www.cityofgigharbor.net/parks-recreation-and-open-space-plan/>) or in print at the Civic Center. The hard copy of the Plan is available at the Public Works Department.

FISCAL CONSIDERATION

The 2016 PROS Plan establishes proposed capital projects and their estimated expenditures. However, the Plan does not establish the revenue sources necessary to fund the capital projects. The establishment of revenue sources should be considered in the near future under a separate study.

BOARD OR COMMITTEE RECOMMENDATION

The PROS Plan was presented to the Parks Commission at a series of four meetings between October 2015 and January 2016. At their January 2016 meeting the Parks Commission provided no further comments on the final draft of the Plan. The final draft of the Plan was then presented to the Public Works Committee at their January meeting. The Public Works Committee generally supported final draft of the PROS Plan.

RECOMMENDATION/MOTION

Adopt Ordinance No. 1335 adopting a new Parks, Recreation, and Open Space (PROS) Plan.

ORDINANCE NO. 1335

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO ADOPTING THE CITY'S 2016 PARKS, RECREATION, AND OPEN SPACE PLAN; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Washington State Recreation and Conservation Office (RCO) requires communities to update their parks plans every six years to maintain eligibility for certain grant programs; and

WHEREAS, the City of Gig Harbor last adopted a Park, Recreation and Open Space (PROS) Plan in June 2010 through Ordinance No. 1191 and expires in 2016; and

WHEREAS, the City would like to remain fully eligible to compete for State grants to support parks, recreation and open space uses within the City; and

WHEREAS, the City of Gig Harbor Parks Commission discussed the proposed plan update and public involvement at four public meetings between September 2015 and January 2016; and

WHEREAS, the proposed regulations were forwarded to the Washington State Department of Commerce pursuant to RCW 36.70A.106 and no comments were provided at the end of the review period, March 21, 2016; and

WHEREAS, the City's SEPA Responsible Official issued a Determination of Nonsignificance for this Ordinance on January 20, 2016; and

WHEREAS, the City utilized a variety of public involvement processes to update the Plan including a public survey, multiple presentations at park commission meetings, Public Works Committee review, and a public hearing at the March 28, 2016 City Council meeting; and

WHEREAS, the Gig Harbor City Council considered the Ordinance at first reading and public hearing on March 28, 2016; Now, therefore,

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

Section 1. The City Council hereby adopts the 2016 Parks, Recreation, and Open Space Plan by reference (Exhibit "A" hereto), as if the same were fully set forth herein.

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

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

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this 11th day of April, 2016.

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: 03/23/16
PASSED BY THE CITY COUNCIL: 04/11/16
PUBLISHED: 04/13/16
EFFECTIVE DATE: 04/18/16
ORDINANCE NO: 1335

EXHIBIT "A"

***The City of Gig Harbor
2016 Parks, Recreation, & Open Space Plan
April 2016***

A hard copy is on file with the Gig Harbor City Clerk and the Public Works Department. The hard copy can be viewed during regular business hours at:

Gig Harbor Civic Center,
3510 Grandview Street
Gig Harbor, WA 98335

A copy of the PROS Plan can also be viewed or downloaded from the City's website located here:

<http://www.cityofgigharbor.net/parks-recreation-and-open-space-plan/>



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

Subject: Donkey Creek Park Tree Cutting Project – Small Public Works Contract

Proposed Council Action:

Approve a Small Public Works Contract with Ron's Stump Removal & Tree Service, LLC in the amount of \$9,819.25, and authorize the Public Works Superintendent to approve additional expenditures up to \$900.00 for contract change orders.

Dept. Origin: Public Works/Engineering

Prepared by: Marcos McGraw
Project Engineer

For Agenda of: April 11, 2016

Exhibits: Small Public Works Contract

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Public Works Director:

Approved by City Engineer:

Initial & Date

FG 4/6/16
RoW 4/6/16
via email 4/4/16
[Signature] 4/6
[Signature] 4/6/16
[Signature] 4/6/16

Expenditure Required	\$10,719.25	Amount Budgeted	<i>See Fiscal Consideration Below</i>	Appropriation Required	\$0
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INFORMATION/BACKGROUND

This contract, which provides for the removal and disposal of ten distressed alder trees along the slopes of Donkey Creek park as well as two fir trees and a maple tree located on the northern slope of Austin Street, was introduced to the City Council on March 28, 2016. The City Council questioned whether any permits were needed for the work. In short, no permits are needed as detailed below.

On January 28, 2016, the Engineering Division contacted the Planning Department for the required permit to remove these trees. On February 3, 2016, the Planning Department informed the Engineering Division that this type of work did not require a formal planning issued permit as the City's Municipal Code Section 17.94.050(D) exempts from the permit requirement "Removal of diseased, dead or dying trees upon written verification by a qualified arborist or landscape architect or landscape contractor which states that removal of the trees is essential for the protection of life, limb, or property and which statement is filed with the code official." The Engineering Division has satisfied this requirement. Because this work is within the buffer area regulated by the Shoreline Master Program, after the trees are felled the City will replant similar species this summer in compliance with a replanting plan approved by the Planning department. Final location of the logs will influence development of the replanting plan. Therefore, the Engineering Division will develop the replanting plan after the tree cutting is complete.

The maintenance work of thinning and trimming the trees along the east side of Harborview Drive is beyond the scope of work described within this contract. However, a future contract "Harborview Drive Sidewalk Improvement Project" will address the tree thinning along the portion of Harborview Drive adjacent to Donkey Creek Park.

BID RESULTS

In accordance with the City’s Small Works Roster Process (Resolution No. 884), staff solicited quotes for this work and obtained the following four quotations.

No.	BIDDER	PROPOSAL AMOUNT
1	Ron’s Stump Removal & Tree Service	\$ 9,819.25
2	D&R Excavating	\$ 16,709.00
3	Woodland Industries	\$ 21,157.50
4	Hansens Harbor Tree Service	\$ 33,635.00

FISCAL CONSIDERATION

This project was unbudgeted for the 2015-2016 biennial budget. However, due to the public necessity of this work, the Public Works Director along with the City Engineer recommends proceeding with the work as soon as possible. Sufficient funds exist within the Parks Operating fund to fund this work.

Anticipated Construction Expenses:	
Donkey Creek Tree Cutting	\$ 9,819.25
Change Order Authority for Public Works Contract	\$ 900.00
Total Anticipated Expenses:	\$10,719.25

BOARD OR COMMITTEE RECOMMENDATION

As this project is in response to a public hazard, and time is of the essence for completion of this work, staff did not conduct a presentation before the Public Works Committee.

RECOMMENDATION/MOTION

Approve a Small Public Works Contract with Ron’s Stump Removal & Tree Service, LLC in the amount of \$9,819.25, and authorize the Public Works Superintendent to approve additional expenditures up to \$900.00 for contract change orders.

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

THIS CONTRACT is made and entered into this _____ day of _____, 20____, by and between the City of Gig Harbor, Washington (the "City"), and Ron's Stump Removal & Tree Service, LLC, a Washington Limited Liability Company (the "Contractor").

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

1. Scope of Work.

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

2. Time of Performance and Completion.

The work to be performed under this Contract shall commence as soon as the Contractor has received a Notice to Proceed from the City and in accordance with the schedule set forth in the Scope of Work.

3. Payments.

The Contractor agrees to perform all work called for at the rate of Nine Thousand Eight Hundred Nineteen Dollars and Twenty-Five Cents (\$9,819.25), plus applicable Washington State Sales Tax. Said sum shall constitute full compensation for all labor, materials, tools, appliances, etc. required to perform the required services. Total compensation shall not exceed Nine Thousand Eight Hundred Nineteen Dollars and Twenty-Five Cents (\$9,819.25).

4. Retainage.

[This section intentionally left blank.]

5. Performance and Payment Bond - 50% Letter.

[This section intentionally left blank.]

6. Warranty/Maintenance Bond.

[This section intentionally left blank.]

7. Indemnity.

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

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

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

8. Insurance.

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

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

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

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

9. Prevailing Wage.

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

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

10. Termination.

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

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

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

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

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

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

14. Relationship of Parties. The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Contractor is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subcontractor of the Contractor shall be or shall be deemed to be the employee, agent, representative or

subcontractor of the City. In the performance of the work, the Contractor is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or subcontractors of the Contractor. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and subcontractors during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Contractor performs

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

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

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

CITY OF GIG HARBOR

CONTRACTOR

MAYOR JILL GUERNSEY
Date: _____

By: _____
Title: _____
Date: _____

ATTEST/AUTHENTICATED:

MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:
Office of the City Attorney

INVITATION TO BIDDERS

This request for proposals provides for the felling of ten distressed alder trees along the banks of Donkey Creek within the vicinity of the public park as well as two fir trees and a maple tree located on the on the north embankment of Austin Street. The trees identified and described in this contract shall be felled as directed.

The City requests bid proposals in accordance with the City's Small Works Roster Process (Resolution No. 884) for the Donkey Creek Park Tree Cutting Project (CPP-1607). This Small Public Works Contract will provide for felling of each tree identified. Exhibit A provides a detailed description of the scope of contract work.

By submission of a signed Proposal form, the Bidder warrants the following minimum qualification for work to be performed by its own forces or by a subcontractor throughout the duration of the Contract:

The felling of specific trees identified shall be performed by (an) experienced feller(s) having at least five (5) years of proven experience working in the logging industry.

Prospective bidders shall provide a completed "Statement of Bidder's Qualifications" form (enclosed) that identifies projects meeting the above criteria. The completed qualifications form shall be submitted with the Proposal form. References will be contacted by the City and the City reserves the right to reject bidders who, in the City's opinion, are not qualified to conduct the work specified.

The Contract Documents shall consist of the City's Small Works Contract (Contract), the Description of Work, the Proposal form and the plans. Reference documents include "Statement of Bidders Qualifications". All work shall be consistent with local accepted industry practices and the City of Gig Harbor Public Works Standards.

All perspective bidders are invited to a pre-bid site meeting scheduled for March 8, 2016 at 10:00am. The purpose of this site meeting is to provide opportunity to evaluate construction constraints influenced by topography, streets, sidewalks, traffic volumes and other infrastructure. It will be held at 8680 North Harborview Drive in Gig Harbor, Washington.

Bid proposals shall be received by Terri Reed at the City of Gig Harbor by means of email (ReedT@cityofgigharbor.net) or delivered to the City of Gig Harbor, 3510 Grandview Street, Gig Harbor, Washington, 98335, **no later than 2:00 p.m., Tuesday, March 15, 2016.** Bid proposals received after the time fixed for opening will not be considered. Email "sent" times and postmarks will not be accepted. Faxes will not be accepted.

Work shall progress as described in the "Project Schedule" section of the Scope of Work.

The City of Gig Harbor reserves the right to reject any or all bids and to waive minor irregularities in the bidding process. The City of Gig Harbor reserves the right to award this contract to the lowest responsive, responsible bidder based on the Bid Proposal. In determining the lowest responsive responsible bidder, consideration will be given to the criteria listed in RCW 39.04.

*** * * END OF SECTION * * ***

EXHIBIT A – SCOPE OF WORK

Summary

Donkey Creek Park is located in the City of Gig Harbor at the intersection of Harborview Drive and North Harborview Drive. A creek known locally as “Donkey Creek” flows along the north side of the park. Ten distressed alder trees along the banks of the creek shall be felled, and the wood debris left in place above the high water mark. Also, two fir trees and a maple tree on the north embankment of Austin Street shall be felled and all debris disposed offsite.

Any damage to park trails, utilities, infrastructure or structures shall be repaired by the contractor to the satisfaction of the City and at no additional cost to the City.

Specifications

Project Schedule

1. The Contractor shall complete all physical Contract Work within 10 “working days” specified herein or as extended by the City; and
2. Every day will be counted as a “working day” unless it is a nonworking day or an Engineer determined unworkable day. A nonworking day is defined as a Saturday, a Sunday, or a holiday; and
3. Recognized holidays during the anticipated duration of the project are: the third Monday of February, Memorial Day, July 4; and
4. An unworkable day is defined as a day the City declares to be unworkable because of weather or conditions beyond the contractor’s control that prevents satisfactory and timely performance of the Work.

Felling and hauling Equipment:

Vehicular access to the site is from Austin Street, which runs along the north side of the park. All equipment and tools shall be in good working order. Personnel with experience described in the Invitation to Bidders shall be on site every day work is performed. All tools and equipment required for felling are to be considered incidental to the associated work, available to the project as needed, and delivered to the site as a function of job mobilization.

Site Preparation

1. Temporary Traffic Control:
 - a. Austin Street may be closed between the hours of 8:00am to 2:00pm Monday through Thursday; and
 - b. Closure of Austin Street and the associated detour shall not occur on a holiday, the day before a holiday or the day after a holiday; and
 - c. Contractor shall place temporary traffic control devices as shown on the plans or propose a plan that shall be prepared by a licensed engineer or a certified traffic control supervisor; and
 - d. All temporary traffic control devices shall comply with the current Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD); and
 - e. A Traffic Control Supervisor (TCS) shall be on site to monitor the street closure and manage traffic control labor at all times; and
 - f. The TCS shall submit a report using WSDOT form 421-040A/B each day traffic

- control is used ; and
 - g. Contractor shall temporarily close all public access into the work areas by placing orange construction fencing (min. 15mil) and "park closed" signs. This closure shall be in place prior to mobilization and remain throughout the work processes until demobilization and cleanup is complete; and
 - h. Public access to restroom and lawn area shall remain open; and
2. Place all temporary erosion control BMP's prior to commencing work; and
 3. Install temporary driving surfaces and working surfaces where deemed necessary.

Site Clearing and Development

Clearing of the site is limited to the trees identified in this contract and using the following methods in the order shown:

1. Site mobilization:
 - a. The contractor shall submit a traffic control plan showing devices proposed for park closure; and
 - b. Site access is limited to existing access points for vehicles.
2. Pre-development inspection:
 - a. The Contractor shall conduct a pre-development inspection of the park to identify each tree included in the contract; and
 - b. The Contractor shall note the condition of all paths, structures and amenities throughout the park, including but not limited to, the viewing platform, fish egg incubators with associated aqueduct, the fence adjacent to Austin Street and the trails.
3. Tree cutting:
 - a. The Contractor shall comply with all national and local safety regulations related to the work described; and
 - b. The Contractor shall fall each tree identified on the plans in a direction away from streets, parking areas and all structures; and
 - c. The stump of each tree felled shall remain in place; and
 - d. Contractor shall comply with all state and local environmental permits to ensure that no debris, oils or other deleterious materials enter the protected Donkey Creek stream; and
 - e. Contractor shall protect plants in mitigation planting areas identified on the plans.
4. Removal of debris:
 - a. The Contractor shall maintain all public access areas clean and free of all wood debris; and
 - b. All logs and branches from the felled alder trees shall remain on site, and be left where fallen or securely placed above the high water line; and
 - c. All logs and branches from the felled fir trees and maple tree shall be hauled away and disposed offsite; and
5. Post-development inspection:
 - a. The Contractor shall conduct a post-development inspection of the park; and
 - b. The Contractor shall remove all tools, equipment and debris associated with the work.

Site Cleanup and Restoration

1. Remove temporary security fencing.
2. Restore the site to the original condition by repairing driving surfaces, removing temporary surfaces, and repairing grass landscaping surfaces.
3. Coordinate with the City for final acceptance inspection.

BID PROPOSAL

A. Acknowledgement

The undersigned bidder declares they have read the Contract, understands the conditions of the Contract, has examined the site, and has determined for itself all situations affecting the work herein bid upon.

Further, the bidder proposes and agrees, if this proposal is accepted, to provide at bidder's own expense, all labor, machinery, tools, materials, etc. including all work incidental to, or described or implied as incidental to such items, according to the Contract, and that the bidder will complete the work within the time stated, and further, the bidder will accept in full payment for the unit price(s) indicated for the Work as set forth in the Contract.

The work under this Contract shall be fully completed within the times specified in the Contract.

Any bid proposal with an incomplete unit price shall be considered non-responsive.

B. Bid Schedule

Show unit prices in figures only.

BID ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
1	Donkey Creek Park Tree Cutting	1	L.S.	\$ 7500. ⁰⁰	\$ 7580. ⁰⁰
2	Project Temporary Traffic Control	1	LS	\$ 1470. ⁰⁰	\$ 1470. ⁰⁰
SALES TAX @ 3.5 %					\$ 769.25
BID TOTAL					\$ 9819.25

C. Measurement and Payment

The Contractor shall provide all labor, materials, tools, equipment, transportation, supplies, and incidentals required to complete all Work for the items included in the Proposal.

1. "Donkey Creek Park Tree Cutting" The lump sum price shall be full pay for all work as specified. No additional payment will be made unless specifically authorized by the City in writing. It shall include all fees incidental to the described work. It shall include all costs associated with providing all labor and furnishing and operating all equipment and tools necessary to perform the work described in this contract. Site preparation, traffic control, gaining access to the park, setup and removal of all equipment and restoration of the site disturbed by the Contractor's means and methods will be considered incidental to this item.

The Contractor shall be responsible for proper maintenance of the site and periodic removal of all wastes. Upon completion, the Contractor shall remove all equipment, extra materials, and wastes, and restore the site to its original condition as directed by the City.

2. "Project Temporary Traffic Control" The lump sum price shall be full pay for all work as specified. No additional payment will be made unless specifically authorized by the City in writing. It shall include all fees incidental to the described work. It shall include all costs associated with providing all labor, furnishing traffic control devices, setting up traffic control as designed, operating all equipment and tools, and any other costs to perform the work as described in this contract. Costs for a contractor proposed temporary traffic control plan will be incidental to this item.

D. Bid Proposal Signature:

Bidder Signature: Brice Dorian

Printed Bidder Name: Brice Dorian

Company Name: Ron's Stump Removal & Tree Service, LLC.

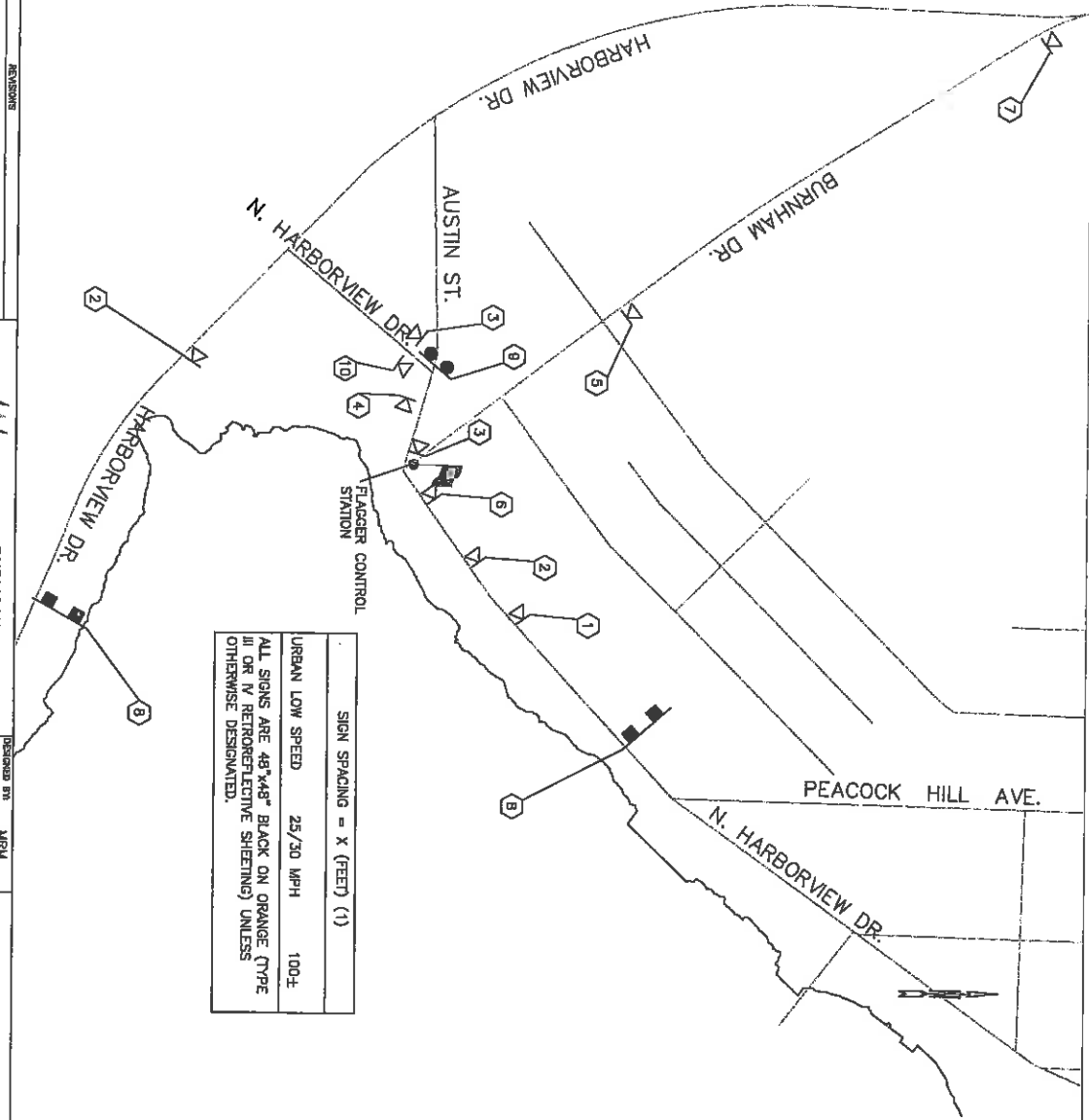
Mailing Address: P.O. Box 595 Tenino WA 98589

Phone: 1-800-813-2682

Fax: (360) 264-6200

Email: Stumper86@AOL.COM

*** END OF EXHIBIT A ***



SIGN SPACING = X (FEET) (1)

URBAN LOW SPEED	25/30 MPH	100±
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ALL SIGNS ARE 48"X48" BLACK ON ORANGE (TYPE III OR IV RETROREFLECTIVE SHEETING) UNLESS OTHERWISE DESIGNATED.

REVISIONS

NO.	DATE	DESCRIPTION

GIG HARBOR
"THE MARITIME CITY"

PUBLIC WORKS DEPARTMENT
2810 Grandview Street
Gig Harbor, WA 98534
(253) 851-5170
www.ci.gig.harbor.wa.us

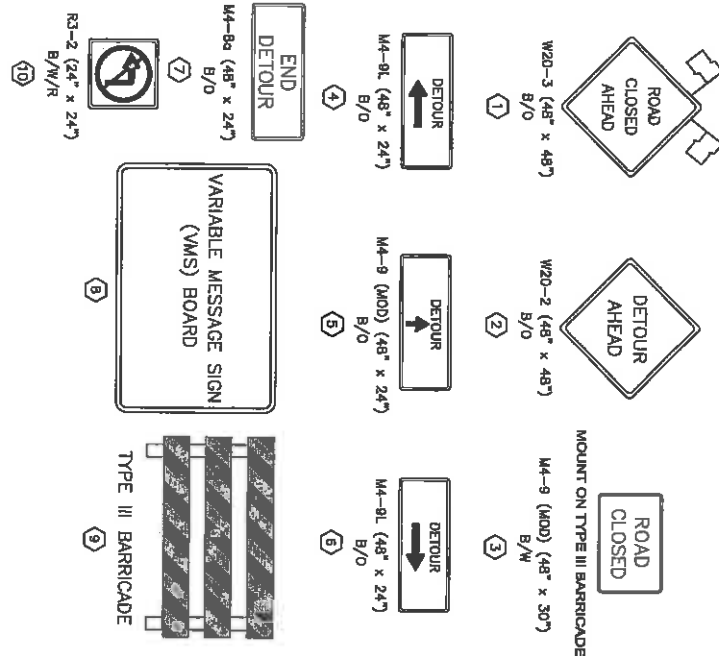
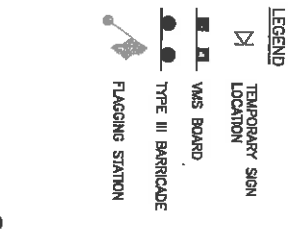
DESIGNED BY	MRM
DRAWN BY	ADL
CHECKED BY	STM
APPROVED BY	N.T.S.
SCALE	
OTHER	

**DONKEY CREEK PARK
TREE CUTTING
PROJECT**

90% DESIGN
TRAFFIC CONTROL PLAN

JOB NO. CP-1607
DRAWING NO. TC-01
SHEET 8 OF 8

- GENERAL NOTES**
1. ALL CONFLICTING SIGNS SHALL BE COVERED.
 2. SEE WSDOT STD. PLAN K-90.10-00 FOR CLASS A SIGN INSTALLATION.
 3. SIGN LOCATIONS SHOWN ARE APPROXIMATE AND MAY BE ADJUSTED TO FIELD LOCATIONS. FINAL LOCATIONS TO BE VERIFIED BY ENGINEER PRIOR TO INSTALLATION.
 4. ROADWAY CLOSURE SIGNS TO BE INSTALLED AT THE END OF ROADWAY SECTION CLOSURE.
 5. CONTRACTOR SHALL RELOCATE SIGNS AS WORK ACTIVITIES REQUIRE.
 6. WMS BOARDS TO BE PROVIDED BY CITY.





**Subject: Personnel Regulations
Amendment – Discretionary Performance
Based Pay Plan**

Proposed Council Action:

Adopt Resolution No. 1033 amending the 2007 City of Gig Harbor Personnel Regulations to include the Non-Represented Employees in the Discretionary Performance-Based Pay Plan

Dept. Origin: Administration *mam*
Prepared by: Mary Ann McCool, HR Analyst
For Agenda of: April 11, 2016
Exhibits: Exhibit A – Personnel Regulations Amendment – Discretionary Performance-Based Pay Plan

Concurred by Mayor: *JG 4-4-16*
Approved by City Administrator: *For W 4/1/16*
Approved as to form by City Atty: *by email 3/31/16*
Approved by Finance Director: *5 4/1/16*
Approved by Department Head: *mam 3/31/16*

Expenditure Required: Up to \$25,000 (2017-18)	Amount Budgeted: Up to \$25,000 (2017-18)	Appropriation Required	\$0
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INFORMATION / BACKGROUND

In 2015, the City and the Employees' and Supervisors' Guilds negotiated a Discretionary Performance-Based Pay Plan an effort to attract and retain talented employees, as described in Exhibit A.

Historically, non-represented employees have been included in represented employees' compensation strategies and procedures. In the interest of equity, this resolution establishes the same system for non-represented employees.

In order to accomplish this, an amendment to the Personnel Regulations is needed to include the non-represented employees in the Discretionary Performance-Based Pay Plan.

FISCAL CONSIDERATION

The City currently employs eight non-represented employees, seven of whom are eligible to participate in the Discretionary Performance-Based Pay Plan. If all seven employees received the maximum of 4% of non-cumulative performance pay, it would cost the City up to \$25,000.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Agenda Bill
Personnel Regulations Amendment – DPBP Plan
Page 2

Move to: Adopt Resolution No. 1033 amending the 2007 City of Gig Harbor Personnel Regulations to include the Non-Represented Employees in the Discretionary Performance-Based Pay Plan.

RESOLUTION NO. 1033

**A RESOLUTION OF THE CITY OF GIG HARBOR,
WASHINGTON, ADOPTING AN AMENDMENT TO THE 2007
PERSONNEL REGULATIONS MANUAL RELATED TO
DISCRETIONARY PERFORMANCE-BASED PAY.**

WHEREAS, the City of Gig Harbor Personnel Regulations Manual is updated on an as-needed basis; and

WHEREAS, the current Employees' and Supervisors' Guild Contracts eliminated the former Merit/Bonus Pay Plan contract language (that was discontinued in 2008) and established a Discretionary Performance-Based Pay Plan pilot project that expires on December 31, 2017, unless approved for continuation; and

WHEREAS, the City intended to include non-represented employees in the eligibility requirements for the Discretionary Performance-Based Pay Plan; and

WHEREAS, non-represented employees have historically been included in represented employees' compensation strategies; and

WHEREAS, an amendment to the manual is needed to include the non-represented employees in the Discretionary-Based Performance Plan; and

WHEREAS, the inclusion of this policy adjustment in the manual is chiefly necessary for the efficient operation of the City; now, therefore,

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

Section 1. The City Council hereby adopts an amendment to the 2007 City of Gig Harbor Personnel Regulations, attached hereto as Exhibit A and incorporated herein by this reference.

PASSED ON THIS 11th day of April, 2016.

APPROVED:

MAYOR JILL GUERNSEY

ATTEST/AUTHENTICATED:

MOLLY M. TOWSLEE, CITY CLERK

FILED WITH THE CITY CLERK: 03/31/16
PASSED BY THE CITY COUNCIL: 04/11/16
RESOLUTION NO. 1033

Exhibit A

**PERSONNEL REGULATIONS AMENDMENT
4/11/16**

F. ~~MERIT/BONUS PAY~~

~~Employees shall be eligible for merit/bonus pay increases in accordance with the provisions set forth below:~~

- ~~1. Merit/bonus pay increases shall be within the city's budget in an appropriate fund within each department's budget.~~
- ~~2. The amount of the merit/bonus pay salary increase for each employee shall be based solely on performance.~~
- ~~3. Merit/bonus pay salary increases shall be granted by the City Administrator and confirmed by the Mayor.~~

DISCRETIONARY PERFORMANCE-BASED PAY PROGRAM

1. In an effort to attract and retain talented employees, the City offers performance-based incentives to eligible employees as described below. This program is available to non-represented employees and to members of the City of Gig Harbor Employees' and Supervisors' Guild under the terms of their respective collective bargaining agreements. In the event of a conflict between this regulation and an applicable collective bargaining agreement, the agreement prevails.
2. Discretionary Performance-Based Pay is intended to recognize employees who perform beyond their employment duties as described in their job descriptions and who provide excellent value and exceptionally high quality service that benefits the City of Gig Harbor. Discretionary Performance-Based Pay is only available to employees who are no longer eligible for performance pay increases because they have reached the maximum level of their salary range. This discretionary performance-based pay shall not be added to the employee's base pay and is separate, non-cumulative compensation.
3. The percentage awarded will range from 1% to 4% in defined incremental amounts of 0.5% or greater. The percentage awarded shall depend on the employee reaching certain specific criteria as described below:
 - a. A supervisor, in collaboration with each eligible employee, shall set specific goals and/or criteria representing tangible and/or intangible contributions resulting in providing excellent value or exceptionally high quality service. The goals and/or criteria shall be included in the employee's annual

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



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

Subject: Official Ballot for Zoo/Trek Authority Board Position No. 2 – Second Effort.

Proposed Council Action:
Cast a vote for Position No. 2 on the Zoo / Trek Authority Board.

Dept. Origin: Administration

Prepared by: Molly Towslee, City Clerk *MT*

For Agenda of: April, 2016

Exhibits: Ballot and Bios

Initial & Date

Concurred by Mayor: *4/5/16*

Approved by City Administrator: *RW 4/5/16*

Approved as to form by City Atty: N/A

Approved by Finance Director: N/A

Approved by Department Head: N/A

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

The Zoo/Trek Authority position requires a total vote representing 60% of the Pierce County population (not including the City of Tacoma). Since they did not receive the required 60% of the population ballots in the last effort, four nominees who either did not receive a vote, or whose total number was considerably less than the others, were eliminated.

They are asking that Council cast a ballot for one of the remaining three nominees: Justin Evans, City of Bonney Lake; Denise McCluskey, City of University Place; or Heather Shadko, City of Puyallup.

Their biographies are attached.

FISCAL CONSIDERATION

N/A

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Cast a vote for Position Two on the Zoo/Trek Authority Board.

**ZOO and TREK AUTHORITY BOARD
POSITION TWO**

**OFFICIAL BALLOTS
VOTE FOR ONE**

Justin Evans

City of Bonney Lake

Denise McCluskey

City of University Place

Heather Shadko

City of Puyallup

The city/town of _____ wishes to cast its vote for
_____ of the City/Town of
_____ to serve as a
member of the Zoo and Trek Authority Board (ZTA) for a three-year term, representing the 11 larger
cities and towns within the Pierce County Regional Council boundary.

Date: _____

By: _____

Title: _____

Please submit this form with a council resolution or motion. Please email your ballots to
Cindy Anderson, PCRC Clerk, at cander5@co.pierce.wa.us or call 253-798-2630 if you have any
questions. Thank you.

Zoo and Trek Authority Board
Position Two Nominations
Biographies

Justin Evans – City of Bonney Lake

Family: Married with one daughter

Community Service: Founder of “A March to Give” toy drive to benefit the children of Seattle Children’s Hospital-Strong Against Cancer Foundation, Volunteer Firefighter / EMT, and Beautify Bonney Lake volunteer

Professional Experience: Operations manager, project manager, project engineer, and logistics coordinator

Elected/Legislative Experience: City of Bonney Lake Councilmember also serving on the Public Safety and Economic Development committees, PSRC alternate, PCRC alternate, legislative session assistant to State Senator Jim Kastama

Denise McCluskey – City of University Place

Family: Married with two grown children and one grandchild

Schooling: AA in Arts and Business; BA-Organizational Leadership: Chapman University; MS-Human Resources Development: Chapman University

Occupation: Regional Manager, RMHS, Fort Lewis

Community Services: School enhancement instructor, Dance Theatre Northwest board, Boy Scouts, Girl Scouts, Pierce College business advisory committee, University Place Capital Strategy Task Force, Conservation Futures board, Curran Cider Squeeze, Gilda Club, Hess Park Committee liaison, Homestead Park volunteer; Parks Appreciation Day facilitator; University Place Planning Commission, Preservation committees for Kobayashi, Colgate, and Curran House, Regional Center Advisory committee member, steering committee for fire chief selection, Tahoma Audubon Society, Toastmasters, United Way

Heather Shadko – City of Puyallup

Personal Information: Married, originally from the Midwest, has lived in Puyallup since 1998

Education: BS in Business Administration, University of Mississippi

Professional Experience: Contract and procurement specialist Port of Tacoma, Hospital clinic administrator and educational testing administrator

Community Involvement: Puyallup City Council, Puyallup Library Board Chair and Board member, Puyallup Planning Commission, Puyallup Library Foundation member, Girl Scouts, volunteers for projects such as rain garden installation, Pierce Conservation tree plantings, and Library Foundation program