

# City Council Meeting

**July 25, 2016**  
**5:30 p.m.**



**AGENDA FOR  
GIG HARBOR CITY COUNCIL MEETING  
Monday, July 25, 2016 – 5:30 p.m.**

**CALL TO ORDER / ROLL CALL:**

**PLEDGE OF ALLEGIANCE:**

**PRESENTATIONS:** 25 Years after GMA – Looking at UGAs in a New Light - Pierce County Planning and Land Services

**CONSENT AGENDA:**

1. Approval of City Council Minutes July 11, 2016.
2. Correspondence / Proclamations: a) National Night Out – 2016; b) Thank you Letter for Bench on Harborview Drive.
3. Liquor License Action: a) Special Occasion – Greater Gig Harbor Foundation at Harbor History Museum; b) Renewals: JW Restaurant, Devoted Kiss Café, Mizu Japanese Steakhouse, Gateway to India, Galaxy Uptown, Brew & Blend, Main & Vine, Safeway.
4. Receive and File: a) Intergovernmental Affairs Committee Minutes, May 23, 2016; b) Boards and Candidate Review Minutes July 19, 2016; c) Gig Harbor Canoe and Kayak Racing Team Report; d) Quarterly Financial Report; e) Planning Commission Minutes June 16, 2016; f) Parks Commission Minutes June 1, 2016.
5. Street Naming at Harbor Hill: Plats S-2 through S-6.
6. Appointment to the Design Review Board.
7. Welcome Plaza / Lift Station 4B Improvements Project – Consultant Contract Amendment and Special Inspection Services and Materials Testing Contract.
8. Ancich Waterfront Park – Legal Descriptions and Exhibits for Boundary Line Adjustment Application – Consultant Contract Amendment.
9. Approval of Payment of Bills July 25, 2016: Checks #81745 through #81865 in the amount of \$689,908.00.

**OLD BUSINESS:** None scheduled.

**NEW BUSINESS:**

1. Lighthouse Transfer Administration Costs.
2. Resolution No. 1039 – ‘Honor Salmon’ Welcome Arch at Austin Estuary Park.
3. Ancich Waterfront Park (Jerkovich Pier) – Consultant Contract Amendment.

**PUBLIC COMMENT:**

**STAFF REPORT:**

**COUNCIL REPORTS / COMMENTS:**

1. Boards and Commissions: Tue. Jul 19<sup>th</sup> – Councilmember Lovrovich
2. Intergovernmental Affairs: Mon. Jul 25<sup>th</sup> – Councilmember Payne

**CITY ADMINISTRATOR REPORT:**

**MAYOR’S COMMENTS:**

**ANNOUNCEMENT OF OTHER MEETINGS:**

1. Public Works Committee: Mon. Aug 8<sup>th</sup> at 4:00 p.m.

**ADJOURN TO WORKSTUDY SESSION:** Impacts of Growth II – Public Works.

**EXECUTIVE SESSION:** For approximately 30 minutes for the purpose of discussing potential litigation per RCW 42.30.110(i).

**ADJOURN:**

*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.*

## **25 years after GMA – Looking at UGAs in a New Light**

### **The Initial Designation of Urban Growth Areas**

Urban Growth Areas (UGAs) were a new idea in 1995, when the Growth Management Act (GMA) was adopted, and were developed with City and County collaboration. At the time the expectation was that they would become a part of adjacent Cities within the 20 year timeframe, by 2015.

GMA requires that the UGAs be of sufficient size to accommodate the anticipated population growth during the 20-year period following the adoption of the UGA. While the County has not significantly expanded the UGA, in more recent Growth Management Hearings Board decisions, it has commented that the County UGA is more than adequate to accommodate the growth.

GMA also infers that these areas be affiliated with cities and towns. Many of the UGAs are affiliated with Cities but some are not. Likewise, since the 1990s some jurisdictions have annexed UGA areas while others have not. The term Potential Annexation Areas (PAAs) was applied to the UGA areas affiliated with Cities to clarify the intent for these UGA areas to annex.

### **Vision 2040 and Regional Growth Strategy Impact UGAs**

With the adoption of the Vision 2040, in 2008, the Puget Sound Regional Council has renewed an emphasis on annexation of the UGA and policies that encourage growth in cities and towns. The County must address these policies by “Bending the Trend” i.e. reducing growth in UGAs/PAAs and encouraging the annexation or incorporation into cities and towns.

### **Countywide Planning Policies - More Than is Needed**

The County’s Countywide Planning Policies also address Vision 2040 and growth in its UGAs/PAAs and acknowledges that the UGA/PAA is more than sufficient:

*It is recognized that some of the urban growth areas in existence prior to the adoption of VISION 2040 may contain more potential housing and employment capacity based upon zoning, allowed density, land division patterns, and other factors than is needed to accommodate the growth target of the associated geography.(Countywide Planning Policies, pg. 79)*

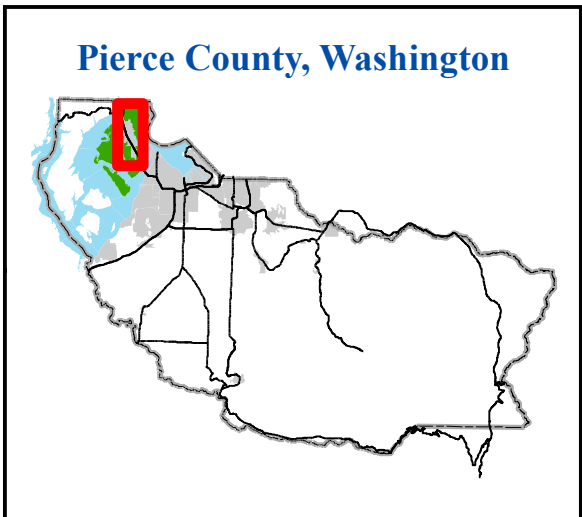
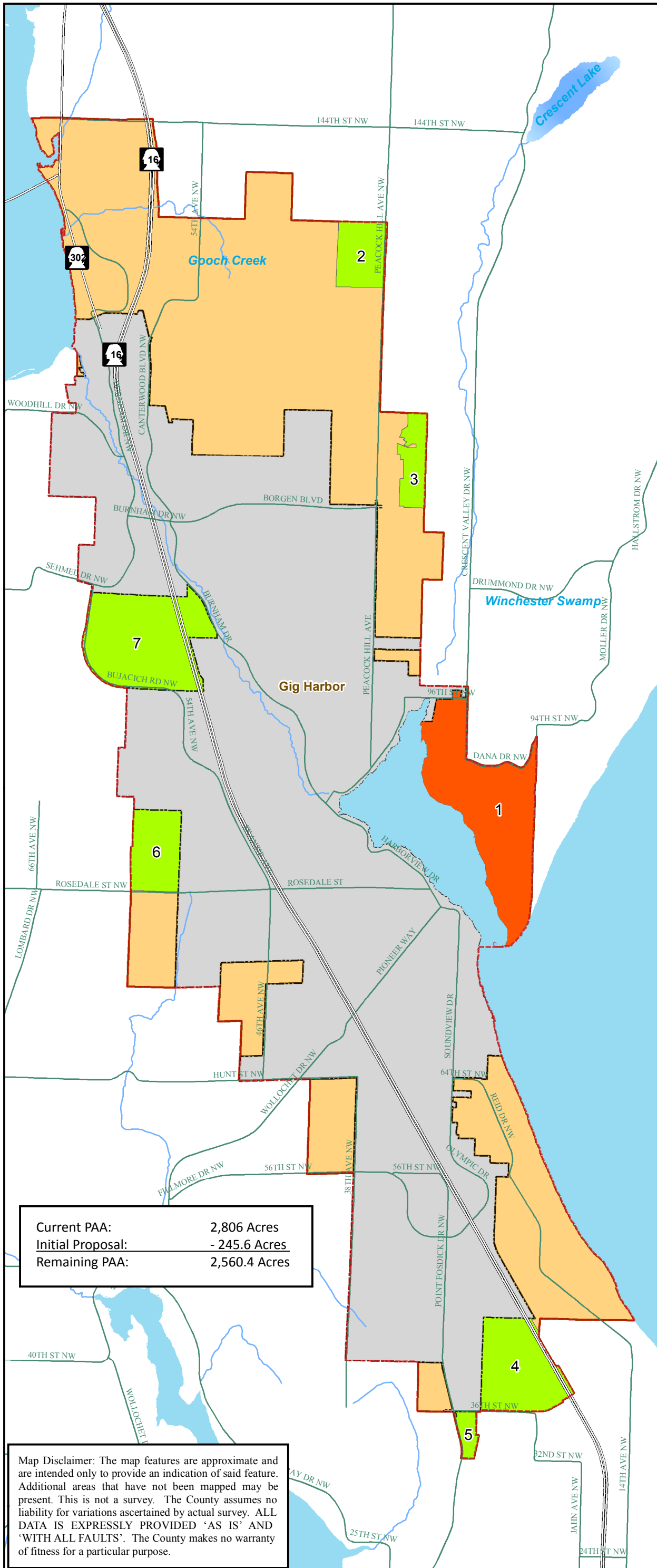
### **2014 Buildable Lands Report – Abundant Amount**

IN 2014, in connection with the 2015 Comprehensive Plan update, the County completed its analysis of the capacity of its UGAs/PAAs, i.e. to show whether or not the UGA has sufficient capacity to accommodate in the 20 year planning horizon. The report found that:

*The results of 2014 residential and employment capacity analysis concludes that there continues to be an abundant amount of vacant and underutilized land to accommodate the adopted urban housing and employment targets for the County and its cities and towns.(2014 Buildable Lands Report, pg. 9)*

### **”Bending the Trend” and Comprehensive Plan Certification**

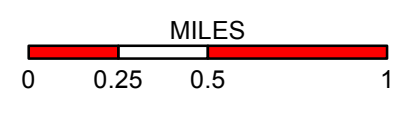
As part of resolving the County’s PSRC Conditional Certification of its Comprehensive Plan, the County must show progress in “Bending the Trend” and show how the County will slow the amount of growth in UGAs/PAAs. Reducing the UGAs/PAAs is one approach. The reduction of the UGAs/PAAs will help by reducing the amount of urban designated area outside cities and thus reduce the amount of urban growth in the UGA.



## Potential Annexation Areas (PAA)

- Existing PAAs**
- Initial Proposal
  - Area of Future Review
  - Other Existing PAA
  - Municipal Area

- Gig Harbor Comm. Plan Boundary
- Comprehensive Urban Growth Area Boundary
- Urban Growth Area Boundary



Plot Date: 7/20/2016

# Gig Harbor Community Plan

Current PAA:	2,806 Acres
Initial Proposal:	- 245.6 Acres
Remaining PAA:	2,560.4 Acres

Map Disclaimer: The map features are approximate and are intended only to provide an indication of said feature. Additional areas that have not been mapped may be present. This is not a survey. The County assumes no liability for variations ascertained by actual survey. ALL DATA IS EXPRESSLY PROVIDED 'AS IS' AND 'WITH ALL FAULTS'. The County makes no warranty of fitness for a particular purpose.

## **Comprehensive Plan Amendment to Reduce UGAs**

As part of the 2016 Comprehensive Plan Amendment application cycle, Pierce County Planning and Land Services proposes to reduce the Urban Growth Areas/Potential Annexation Areas (UGAs/PAAAs) in the County and specifically one area ( shown as Area 1) affiliated with the City of Gig Harbor. The County has preliminarily identified 6 other areas in the City of Gig Harbor UGA, in addition to other areas in the County, for future consideration however we will review these with the City and propose future actions as part of the 2018 Comprehensive Plan Amendment Cycle. Please see attached map.

A very preliminary review of these areas provides support for consideration for removal from the UGA, most notably the lack of sewer service:

**Area 1-East Bay** - This area is made up of larger undeveloped parcels. There are some plats that are vested in the area however the area has many rural characteristics which would be preserved. The area is approximately 246 acres. No sewer is provided to this area.

### **Areas for Future Review**

**Area 2** – This area is made up of larger undeveloped parcels and is located outside the Canterwood development. No sewer is provided to these area.

**Area 3** – This area is made up of larger undeveloped parcels and is located outside the Canterwood development. No sewer is provided to these area.

**Area 4** – This area is a golf course is owned by the County and managed by PenMet. There are 52 Condo units in area services by drainfields. No sewer is provided to this area.

**Area 5** – This is one large 14 acre undeveloped parcel designated as Neighborhood Commercial.

**Area 6** – This area is made up of larger undeveloped lots. The area is approximately 75 acres. No sewer is available.

**Area 7** – This area includes the Women’s Prison and 2 other publically owned parcels. The Prison is served by City water however there is no sewer service.

### **The Comprehensive Plan Amendment Process and City Input**

It is anticipated that the proposed UGA reduction amendment will be filed by the August 1, 2016 Comprehensive Plan Amendment deadline. The County Council reviews and determines which applications are initiated and forwarded for further review and public hearings. The Council is anticipated to adopt an official resolution by September 30, 2016.

If the amendment is initiated by the Council, the County will notify the City and work with the City to determine a public information and outreach program associated with this proposal. City comments on the amendment will be invited throughout the process and specifically in connection with the public hearings at the Peninsula Advisory Commission, Planning Commission and County Council.

**MINUTES**  
**GIG HARBOR CITY COUNCIL MEETING**  
**Monday, July 11, 2016 – 5:30 p.m.**

**CALL TO ORDER / ROLL CALL:**

Present: Mayor Guernsey and Councilmembers Malich, Arbenz, Ekberg, Perrow, Lovrovich, Payne and Kadzik.

















**PLEDGE OF ALLEGIANCE:**

**PRESENTATIONS:**

Mayor Guernsey spoke of the recent law enforcement tragedies across the United States, and expressed her gratitude to our police department for their willingness and efforts to protect and serve our community on a daily basis; and for their dedication and professionalism.

Chief Kelly Busey said he is overwhelmed by the outpouring of support from the community this past couple of weeks. He then called forward Officer Jarab Daniel and Officer Dan Welch. He recognized these officers for saving human lives and shared their stories. Officer Daniel assisted a male passenger on a shuttle bus, performing CPR and saving his life. Officer Welch, as illustrated by the dash cam video clip, was able to establish a rapport with a suicidal male on the Narrows Bridge, and eventually ensure his safety. Each officer was also presented with the Chief's Coin in recognition of their deeds.

**CONSENT AGENDA:**

1. Approval of City Council Minutes Jun 27, 2016.  
2. Liquor License Action: a) Application: Millville Pizza Co.;   b) Special Occasion – Rotary Foundation of Gig Harbor North.  
3. Receive and File: a) Planning Commission Minutes June 6, 2016;   b) Draft Finance/Safety Committee Minutes June 20, 2016;   c) The Retail Pot Shop Marijuana License.  
4. LED Street Light Luminaire Conversion Project - Public Works Construction Contract.  
5. Utility Easement – Peninsula Lights Co., Century Link Inc., Comcast Cable.  
6. Approval of Payroll for the month of June: Checks #7683 through #7694 and direct deposits in the amount of \$408,377.02.
7. Approval of Payment of Bills July 11, 2016: Checks #81641 through #81744 in the amount of \$703,054.46.

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

**ADJOURN TO WORKSESSION:** Impacts of Growth Part II: Police Department Requirements 2017-18



Mayor Guernsey gave a brief introduction of the presentation. She announced that the worksession would take approximately 15 minutes.

Chief Busey presented an overview of the department accomplishments during 2015, contracts, and the budget including grants and reimbursements. He talked about the staffing and scheduling, technology, calls for service and arrests. He said factors we need to think about are officer safety and wellness, the future, and what doesn't show in these numbers: the level of service we should provide to the community. He talked about increased number of officers, vehicles, and technology needs and addressed Council questions.

At 6:03 p.m. Council returned to the regular Council meeting.

**OLD BUSINESS:** None scheduled.



**NEW BUSINESS:**

1. [Public Hearing, First Reading, and Adoption of Ordinance No.1040 - Impact Fee Deferral.](#)   Senior Engineer Stephen Misiurak presented the background for this ordinance to provide options to defer impact fees for single-family residential construction in response to state law mandates.



[Mayor Guernsey opened the public hearing at 6:05 p.m.](#) No one came forward and the hearing closed.

[Staff addressed Council questions.](#)

**MOTION:** Move to approve Ordinance No. 1340 implementing Impact Fee Deferral System on first reading which requires at least a majority plus one of the whole council.  
Ekberg / Payne - unanimously approved.

2. [Naming of New City Park West of Heron's Key.](#)   Katrina Knutson, Parks Administrator, explained that a condition of the Harbor Hill Development Agreement includes a park, which has been referred to as "Gateway Park." There is another park with that name being developed by Key Peninsula Parks District, and there has been increased interest in what this park should be named. Ms. Knutson clarified that the development agreement lists this as a passive park, but once the property is deeded to the city there could be a visioning process. A suggestion was made to check with the Harbor History Museum for suggestions.

**MOTION:** Move to direct the Parks Commission to solicit public input and provide recommendation for the name of the developer provided park directly west of Heron's Key.  
Kadzik / Perrow - unanimously approved.

3. [Welcome Plaza/Lift Station No. 4B Improvements Project - Public Works Construction Contract.](#)   Senior Engineer Stephen Misiurak provided the background information for this project and the resulting bid process.

**MOTION:** Move to authorize the Mayor to award and execute a Public Works Contract with Stellar J Corporation, in the amount of \$5,589,724.70 for Welcome Plaza / Lift Station No. 4B Improvements.  
Ekberg / Payne - unanimously approved.

**MOTION:** Move to authorize the City Engineer to approve additional expenditures up to \$150,000 to cover any cost increases that may result from contract change orders.  
Ekberg / Payne - unanimously approved.

4. [Ancich Waterfront Park - Councilmember Malich.](#) Councilmember Malich said that he, Councilmember Ekberg, and Dawn Stanton had a long conversation with RCO in Olympia Friday afternoon to find out more about the Ancich Park situation. He said the main thrust of this grant was for a view platform rather than storage underneath. He commented on the view platforms in Gig Harbor; some have worked well, and some haven't. We need a view platform at Ancich Park that draws the public out to view the water and grassy area underneath, he said, and added that he was surprised to find out that RCO does not provide grant money to service private clubs or organizations, that RCO doesn't see a 3,000 square feet structure as a legal contract. Even though we are going to create public storage underneath a view platform, they will not pay for that, but they will pay for a view platform to serve the public. He knows that we've lost space because of the Shoreline Management Act 35 foot buffer requirement, and he admitted that seeing it staked today, the impact seems less significant than the staking by others. He then made the following motion.

**MOTION:** Move to return the design as presented and require staff / consultants to redesign the structure with down sloping as much as possible, 2-4 feet if possible, to enable a street view as well as a view into the grassy fields. Furthermore, I move to reject the mandatory legal requirement of a 3,000 square feet (+/- 10%) and require staff to return to RCO and amend the contract to reduce the square foot size to 2,100 square feet (+/- 10%) with a maximum distance of 25 feet (+/- 5%) following the water edge of the existing Harborview Sidewalk.  
Malich / Perrow –

**Councilmember Malich** suggested that we should put the 30% design on hold until we can get RCO to amend the contract. He said that the view platform and the boat storage should be proportional to the size of park, and that the public has as much right to use this park as the boaters and fishermen and should trump the rights of other uses of the grassy area.

**Councilmember Kadzik** asked for the basis of the 2100 square foot recommendation and how it would be used. Councilmember Malich responded that it is 10% of 3,000 s.f. in the grant and is what we can afford. He said the focus should be providing a viewing platform with a step down toward the water; storage shouldn't be the priority.

**Councilmember Payne** pointed out that during the Ad Hoc process, open space ranked third. Councilmember Malich said storage is important; public storage is very important; view is important, and open space is important. He said he doesn't want to put a priority on one or the other.

**Councilmember Payne** then commented on the process which he described as flawed. He said that when Resolution No. 949 was adopted it was clear that our intent for use of the property was going to be a viewing platform with a boating center below, He read the Council comments from when the resolution was adopted. The open space is not a huge issue for him, he said; you have other parks within two block for that. He recommended we don't dictate the structure size, but our desires and said we need to understand the willingness of the users to raise funds. Council agreed that Eddon Boat was not an appropriate location for the kayak club for a number of reasons, and during that discussion, he was clear that we were actively working to fund the Ancich site for this use. He said we should allow staff to come forward with solutions that meet the needs of all the interest groups, and we should not be legislating size or which group gets to use the space.

**Councilmember Perrow** learned today that we have opportunity to expand the site and mitigate some concerns. He said he is inclined to see what can be put together based upon the expressed desires. The starting point for discussion should be what has been proposed; let staff and the consultants work through the process and we will watch closely so as not to be surprised.

**Mayor Guernsey** suggested another worksession in early August.

**Councilmember Ekberg** said he agreed with many of Councilmember Malich's thoughts, but there were parts of the motion with which he disagreed. In the phone call to Carl Jacobs of RCO, we found that we do not have a mandatory legal requirement of 3,000 s.f. building. They are funding a 1,500 s.f. structure; they don't care what it is above that, and there are ways to adjust the size. Several different square footages have been thrown around; we can't mandate that at this point, he said. He voiced concern with the mass of the view platform and what it looks like from the street level and also the height as you view the structure from the water. He said we can work to try and make the plaza less of a flat slab using varying heights, and he likes the idea of reducing the reach of the building into the park. He said he would not support the motion.

**Councilmember Arbenz** shared that he wouldn't be supporting the motion for many of the reasons voiced by Councilmember Payne and Kadzik in previous meetings and tonight. He said from conception this project was a compromise and intended to give use to the fishermen and show emphasis on the significance of activities for all people to be more active. He said that Councilmembers Lovrovich and



Kadzik worked to please as many in the community as possible; this general design is what Gig Harbor needs. He said he appreciates the way Council has addressed this, adding that the community needs closure. He is glad to see enough support to move forward and that it's unlikely we are going to significantly cut the size of the footprint. He emphasized that this project is moving forward with a significant structure of 2,500 to 2,800 square feet and we will work to mitigate concerns. He agreed another worksession is important but he doesn't want an attempt to stop this project. There has been a lot of time and resources devoted to this, and it would be a huge waste to pull the plug. We need to make an announcement to the public and move forward.

[Councilmember Lovrovich](#) agreed that this property has always been intended to be a special use park. She read the description of a special use facility from the Parks, Recreation, and Open Space Plan. This definition is the premise that the Parks Commission used in the process, and they worked really hard to come up with uses compatible with the site but that would still honor the original purpose for purchase of the property. She said open space was not a recommendation of Resolution No. 949 or that came from the Parks Commission. During the process, they ranked citizen access to the shore to the water and tidelands as low priority for a couple of reasons. She addressed the size of the structure by saying the Parks Commission was tasked with uses but did talk a little about size because the different groups wanting to use the park had specific needs. She then explained the low priority rating of the kayak team home base structure was due to the initial ask of 4,200 square feet, which they included 400 s.f. for the sailing club. Councilmember Lovrovich said she is not opposed to a step down, L-shape, or other mitigation to the impact of the structure, but she is not willing to agree to a 2,100 s.f. limit.

[Councilmember Malich](#) said he would withdraw his motion due to lack of support, and have a conversation with each councilmember to see if he can come up with a good motion to reduce the size and impacts of the project. He asked that this be put back on the agenda in September.

[Councilmember Kadzik](#) said his points were more eloquently said by others.

[Mayor Guernsey](#) said that staff will submit documents for the permits in July to move toward the Design Review Board hearing in September. She asked if the size of the building will say not more than 2,800 square feet. Ms. Knutson responded that the permits submitted on July 19<sup>th</sup> are federal for in-water activity for the netshed and Jerkovich pier and will take no less than nine months. The DRB hearing has been scheduled to September 8<sup>th</sup>, and they believe they can accommodate the requests in that permit package coming in mid-August.

[Councilmember Kadzik](#) objected to submitting permits that have a number that limits us in case we come up with a good solution. He suggested the higher number of 3,000 and then work down.

Councilmembers and staff discussed this further. Planning Director Jennifer Kester explained the permitting process, saying you have to use the largest "box" that the project will fit. Through the course of all the different reviews that occur, that changes. She suggested using the largest number, which can always shrink but you won't have to redo noticing if you go over what was listed in the application.

Councilmember Ekberg said he is fine with 2,800 s.f. Councilmember Kadzik said he prefers larger. Ms. Knutson said we may be able to go up to 3,000 if we are able to go under street and some of the other ideas; if we find we can't do that for various reasons, we could submit 2,800 maximum. Staff now recommends going forward with 2,800 s.f. as that is what has been through the public process and deemed an appropriate size.

[Councilmember Malich](#) asked who decides the size. Ms. Knutson explained the Hearing Examiner process and said there are numerous public hearings both through the Design Review Board and the Hearing Examiner process where those bodies can make changes and recommendations that staff will bring back to Council. Ms. Kester clarified the process further. Through these processes the final square footage comes to be.

[Councilmember Payne](#) agreed that Council should have final say before anything is approved. Before any size is confirmed he asked that staff converse with the various potential users to gain confirmation on their needs, preferably with everyone at the same table. Before approval, he would like to see various options and the cost of each, where the money is coming from, and the permit path.

[Councilmember Perrow](#) reiterated the three option approach. He asked that staff bring it back to city council and then hold us accountable.

[Katrina Knutson](#) restated the next steps: conduct the survey of the citizens and storage needs, get that back to Council for review and discussion. Councilmember Payne added that you also need to get with potential users to find out how much they need, and what they are willing to give up.

[Councilmember Arbenz](#): added that you also need to find out how much they are willing to commit to fundraise.

[Mayor Guernsey](#) suggested that we pull application together using the 3,000 figure and schedule the worksession for the first week in August, including the consultants. Also bring the users together to crunch numbers and take into consideration the discussion to mitigate the size and look at the step down options. Ms. Knutson clarified that the plaza could be smaller than the interior size.

Councilmember Malich asked again that this be included as a placeholder on the September agenda.

[Councilmember Perrow](#) asked for clarification on the netshed process. Ms. Knutson explained that future users determined the use and amenities. Staff met with the fishermen and received their wish list. If the city provides the infrastructure for a power boom, they would raise money to provide the equipment. There is a teleconference with them on Wednesday to further refine the netshed design. Permits for in-water need to go to the Army Corp of Engineers and other federal agencies that take longer. Will can report back at the upcoming Council meeting. Councilmember Payne stressed that at this upcoming worksession we have a picture of the whole process.

Councilmember Payne asked that an estimated cost of the whole future project improvements to this site be brought back at the worksession for consideration.

#### **PUBLIC COMMENT:**

Councilmember Kadzik asked to be excused as he didn't feel well.

[Michael Kolosky – 3312 Shyleen Street](#). Mr. Kolosky said he worked for a large parks and recreation district in California that had many special interest facilities and many public private partnerships. He said he isn't seeing the public benefit element in this proposal, as it is overshadowed by private use. He explained that Harbor Wildwatch provides a tremendous public service and benefit through their programs and is an ideal blend. A glorified sidewalk to view the water is not a public benefit, but a public opportunity. This park has great potential to be a boating center, but 75% dedicated to a private organization does not fulfill the public benefit. Public access to the shoreline is limited in this state. Jerisich and Eddon Boatyard parks are both small, and he recommended that we provide as much opportunity as you can for public benefit.

[Ron Roberts - 11224 74<sup>th</sup> Ave NW](#). Mr. Roberts commended Council for allowing the public process which has allowed public input to arrive at the priorities. He said you are always going to have people not totally thrilled or that are opposed to a project. Council's job is to try and bring these people together to reach consensus for a project that will suit the neighbors and the general public. We shouldn't compromise away the basic purpose and priorities of the project. This park will stand as a legacy. He added that the public needs to know the direction you want to go with the project. It's not fair to rehash the same comments at

every meeting. Reach a consensus to go forward with the original purpose, find the footage that meets those purposes and get it done.

[Mary Ellen Gilmore \(no address given\)](#) – Ms. Gilmore, part owner of the Jerkovich Pier, explained that she put together some figures based on the square footages of the users, which keep changing. The kayak Club: 1,500 s.f. = 54% of a 2,800 s.f. building; the public restrooms = 14%; and left over is 900 s.f. for the sail club and public use = 16% for each. That's approximately 70% for private clubs, leaving 16% for the public. That is not appropriate for a park. She roughly figures the open space around the building is 16 x by 32' so you end up with 1,600 and 1,800 s.f. for the front plaza for the club to get its boats in and out and for the public to walk. Then there is the transition area on the sides and so the plaza is 1000 s.f. smaller than the building. Her point is there is not enough public use in this park. She read a July 1, 2015 article which said the Kayak Club didn't get use of the Eddon Boat Park and so they wanted a place in the Ancich Park. The article says they have significant potential investors, but we need to hear that. We are going twice as big as the 1,500 s.f. in the RCO grant. She said to keep public parks public and don't consider an oversized platform as enough.

[Linda Foster 6828 93<sup>rd</sup> Street NW.](#) Ms. Foster spoke to Resolution No. 949 and the kayak team home base size. Councilmember Lovrovich talked about what was considered a large structure at that time. The size of the parcel has a lot to do with whether the structure is too large or appropriate. The slide that illustrated other boating centers around the area didn't include the size of the parcel which is an important piece. This is a small parcel and we need to take into consideration what is appropriate for this site. The platform is unsightly and too large. She hopes we can work to make it a more appropriate size building and platform.

[Chuck Meacham - 9509 Wheeler Ave.](#) Mr. Meacham thanked Council for organizing the site visit, which was extremely helpful. He said he wanted to go on record in support of project as laid out on the site. He previously spoke in favor of this development and provided written comments outlining his reasons.

[Anna Martinson - 1602 Pt. Fosdick Dr. NW.](#) Ms. Martinson thanked Council for looking at this project to allow the Gig Harbor Canoe and Kayak Racing Team use this storage facility. She encouraged choosing the largest structure as possible to allow more public use as well as team use. We now have great parks for walking and strolling, and Skansie is a great motorboat dock. Now it serves both man powered and motor powered boat dock which is trafficked and it can get chaotic. Having both this storage space for both public and private would ease Skansie's use and allow more people not on the team to use the water and recreational kayaks and canoes and STPs.

[Katherine Wilborn – 4927 Canterwood Dr. NW.](#) Ms. Wilborn thanked everyone in the community for the time spent on the project over the past three years, saying the team is grateful. She said Gig Harbor is wonderful and beautiful and she has not seen a program like the Canoe and Kayak Racing Team that teaches respect for the community. They clean up the water as well as having beach clean-ups because they care about the harbor. This program teaches kids this respect and to have a special relationship with the harbor. They want more kids to be brought into this community and the boat storage facility would provide the space. We know it's not all about us, but about creating a place for the community to connect on the water. Through the team, other programs that get kids on the water, and the public use, it does provide a great public benefit. When the project is completed, it will ensure the security of the future and with it, the past. When people first came to the Northwest, they used man powered craft. You are keeping a great tradition alive and therefore protects the traditions of the past.

[Louise Tieman – 7789 Beardsley Ave. NW.](#) Ms. Tieman, also voiced appreciation for the opportunity and sticking with the facts of this historical process and sending a clear message about moving forward. Now, with more certainty, we can begin the fund raising efforts. It wasn't possible to go to grant funding organizations or anyone else when the design is in flux, and there is no certainty in the process. That becomes easier moving forward and she stated it is part of the plan to seek additional funding. We can now get to the fun part to figure out all the users, including the public, and what it means for use of the park.

She said that both the kayak and sailing clubs are 501-C3 and open to the public. Everyone on both teams are part of the public; just because they are affiliated with an organized program to reach a competitive or recreational goal doesn't make it any less public.

[Karen McDonnel – representing properties at 3607 Ross Avenue.](#) Ms. McDonnel shared her history growing up in the neighborhood surrounding the Ancich Park. She said you understand how they are inclined to defend the neighborhood from the encroachment of commercial and recreational operations. The Shoreline Management Plan designated the area between Jerkovich Pier and Lovrovich Dock as Working Waterfront, and intended to preserve and protect the historic and cultural character of the netsheds and docks which was an honor bestowed upon our fishermen and Croatian community. It now feels like that is being taken away. This protected area is being given over to a private club to be used as a training base, and changing the cultural and historical character of the property. She attended all the meetings with the understanding we were helping to shape the design of a small storage unit for human powered boats and quickly came to realize we were developing a home for the kayak club. She voiced objection to the city spending over 2 million dollars to build them a home as they are a private club. She does not object to building a small storage building for public storage of human powered boats, but she does object to 55 kayakers, six days a week launching, training, and landing in a residential area. She talked about the noise and chaos the club brings to Skansie Park and the commercialization it brings to their neighborhood and historical waterfront. She said the City is beholden to abide by the limitations in Resolution No. 949 which stated that a home base for the kayak club was not appropriate, and neither was a large building. A smaller, unobtrusive building is what is called for. The number of lockers should be modest. We should be committed to the protection of this historic working waterfront.

[James Wilborn – 4927 Canterwood Blvd. NW.](#) Mr. Wilborn thanked Council for their due diligence to continue to work through the process. He said he understand public policy and that there can be a lot of emotion and some rhetoric, but these are the enemies of good governance. We should proceed rationally and thoughtfully. He said that he is President of Board of Directors of the Gig Harbor Canoe and Kayak Racing Team and explained that they are not a private organization, they are a non-profit; the membership is open to anybody. The only limitation is the number of kids they can safely train. As to the use of the potential storage facility, it is only part of the park. Unless he is mistaken, 100% of the structure of the netshed in Skansie is used by a single organization. 100% of the structure at Eddon Boathouse at Eddon Park is used by an organization. 100% of the building where Harbor Wildwatch is located is used by an organization. We aren't proposing to take 100%, but it is disingenuous to imply that somehow it's not appropriate if we were to use a part of this facility or that we aren't a public organization. He said they provide much public benefit just as any sports organization does, many of which are funded by public dollars. They have a connection to the community to the history of the harbor. The first residents paddled in canoes. That's just as much a part of the history of Gig Harbor as commercial fishing and everything else.

[John McDonnel – 13410 Sherman Drive.](#) Mr. McDonnel spoke in favor of the step down idea, but not having and expanse that you have to walk out to look over a railing. He said he is mortified that you are talking about building size and not the use. He is trying to wrap his head around 75% use. He wants to join in; he has 100 stand up paddle board people that need a club and room for it. He want a discussion on private use of public parks. The graph showed parks use, 25% use for the public. 75% is a giveaway. Now we are talking about private funding to help the project. You know this is a working waterfront and you need boatworks for that identify. Don't know how it morphed into a private entity. They say they will take applications, so how much more space will they need? This should be a public park as much for the citizens as much as for the private entities. You discussed the park at Herons Key where the developer said they want the park to be passive use because it's in a residential area. Where are the priorities for this park?

[Lita Dawn Stanton – owns property adjacent to Ancich Park.](#) Ms. Stanton said everything changes with Council's deliberation tonight. She voiced appreciation for Council listening and the Mayor for reopening the public process with the proposal to do a 2-story building, which brought attention back to the site.

Those who didn't get to weigh in previously, you've heard their voices. She clarified a few things about the public/private use of existing buildings. The Eddon Boat Park, Skansie Netshed, and Harbor Wildwatch were existing buildings; not a new structure in a public park. She read how Eddon Boat was a voter approved 30-year bond in a very public process. In addition to preserving the open space and historic building, the traditional use of boatbuilding was to be preserved. A formal request for proposals was posted to find an appropriate tenant which resulted in the selection of Gig Harbor Boatshop. Their lease specifies over 1200 public programming hours annually. Membership is not required. The Skansie Brothers Netshed was preserved in recognition of Gig Harbor's maritime heritage. The Skansie Netshed Foundation is made up of volunteers that keep it open for public access during summer months. There are no fees, or membership dues to access the building or to participate. Harbor Wildwatch submitted an application in response to a request for proposals. In addition to providing 1200 programming hours, they manage the city's Visitor's Center. There are no fees associated with this tourism service. Each of these tenants went through a public and competitive process and public benefits are clearly identified in their lease agreements. In comparison to our baseball and soccer fields, are not exclusive to those sports and open to the general public on a first come, first serve basis. The difference between public and private has to do with whether or not a citizen is charged. She is encouraged with the additional worksession.

[Paul Crow - 3615 Harborview Dr.](#) Mr. Crow commented that RCO won't fund and private club so he is assuming the city would foot the bill. He said that a public parks means public, not part of it I can't use because the organization won't allow me to use it. Eddon Boatworks you can sit on the grass at any time same as Jerisich and Skansie Parks. He has an issue with the fact the public is not open to all of it. Councilmember Payne mentioned the open space at the new park; but with the large building, he doesn't see it. With the large building there isn't a lot of open space; if the entire lot was open it would be open space. This is a small lot with not a lot of open space.

[Jack Bujacich](#) Mr. Bujacich said you were told you have to build a 3,000 square foot building and that's what you made your decision on. Thanks to Councilmembers Malich and Ekberg for talking to the head man that gives the grants to find out you can build a 1,500 s.f. building. It's up to the city and you still have the option on the size of the building. He then voiced his concern with the parking problem here and at Skansie. He said the kayak club is a great organization and are welcome in Gig Harbor, but the citizens shouldn't establish a private ownership of a 1,500 or whatever square feet structure. They are public but they are a dues paying organization. In regards to Skansie and Eddon, these are basically operated by volunteers that have fundraisers to keep this going for the city. If you build that size building, change the name from Ancich Park because won't be a park, it will be a private building; and the people won't be able to use the park. He responded to Councilmember Payne's clarification and agreed it would be nice for the public to have part of the park. He said you need to fix the dock and said everyone needs to get together for a solution. He isn't opposed to a building, just the size, and the parking.

[Holm Schmidt – 8115 43<sup>rd</sup> Street NW.](#) Mr. Schmidt, is the Head Coach of Gig Harbor Canoe and Kayak Team. He takes exception with some of the descriptions being used: private, exclusive, and elite. He said those three words, once and for all, have to be taken out of the vocabulary. They charge dues to pay for staff and the equipment. They are non-profit. He understands that private means very exclusive. They have introduced hundreds of kids to the joy of kayaking. Usually they move on after three or four years. They hope to have a college pool in Tacoma; he wants to give an opportunity to future generations to be included in pursuing the wonderful of sport of paddling. We need a place to do this. He said that we are not exclusive. He added that there is going to be a platform and the storage is going to be underground. It will be nice to walk on the platform and as seen today, to get some open space, benches, away from the traffic noise on the road. He wants that to be considered.

[Justin Roundtree – 7710 110<sup>th</sup> Street NW.](#) Mr. Roundtree, an athlete on the Gig Harbor Paddling Team, said they have had to deal with lackluster storage and braving the elements. The boats are fragile and it's a pain to transport them to the water; they are always careful with the pedestrians. People are saying we are using 75% of the public park, which would be unfair to the general public, but we are using 75% of the building and storage area. This opens up the public area. Currently we use the public dock and have to

transfer our boats to the water which isn't the best system. We are taking up public area for training and it can be a hassle mingling with people and other boats. If we had a storage facility close to the water it would be faster and open up more area for the public. We have people watching because it's interesting; the top of the structure would be a good place for that. It would be better for everybody.

[David Lovrovich - 3319 Ross Avenue.](#) Mr. Lovrovich shared his history of commercial and sport fishing. He used to row across the bay and fish Point Defiance. He said to look at these kids; the future of America. They are fit and they could be doing a lot of things, but they exercise and enjoy kayaking. He said he is speaking on behalf of both the Millville District and the kayakers, and offered a possible solution. He suggested the property for sale past the Babich Dock by the Green Turtle. You could put 500 kayaks; it has lots of parking. A bond process could be put forth to enact a purchase. This is a busier traffic area but you could work with the U.S. Coast Guard and set up a buoy and marker system to help identify man powered boats. This would benefit the whole community. He is in to people getting along. He enjoys watching them race.

[Jim O'Donnell – 4220 45<sup>th</sup> Ave NW.](#) Mr. O'Donnell said he came from Niagara Falls which has been trashed. He shared his family history and talked about having an investment in the community. He agreed with several speakers. He talked about walking Gig Harbor the last 14 years and has seen nesting Killdeer, Canada Geese, and Purple Martins at this site. He has seen eagles in trees in the harbor. He referred to an article about the Herons rookery across from Tides. He said all birds are protected, particularly the shore birds. The idea of changing the zoning to build condos is obscene. People are emotional about it and he hates to see another town go like his home town. He said you need a lot more information before making a decision.

[Dale Woodward – own property at 4817 Willow Lane.](#) Mr. Woodward talked about the two 50-meter pools in Tacoma. He shared the history of the Tacoma Swim Club and when they sent someone to the Olympics. Teams from all over the state would come to Tacoma to train. A recent levy was passed to replace the worn Titlow pool, but instead of a 15 meter pool they replaced it with Splash Park. There is no more place for training here for Olympic sports. In your community you have a 4-time national championship team and athletes on this team are becoming competitive in the junior world competitions. He said you will see Olympians come from this team. You have supported them in the past and he urged the city to continue to support this team.

#### **STAFF REPORT:**

[Pierce Conservation District Advisory Council Update.](#) Public Works Director Jeff Langhelm presented a quick update on his participation in the Advisory Committee for PCCD, which recently adopted five-year strategic plan.

#### **COUNCIL REPORTS / COMMENTS:**

[Councilmember Payne](#) referenced a letter in support of aquaculture farming sent by a city employee on city letterhead. He said that the Intergovernmental Committee did not have advanced notice of that or any opportunity to weigh in. Council's position during the Shoreline Management debate on aquaculture farming was to defer to Pierce County. This letter has become a part of the Department of Ecology's record and he respectfully requested that we send a letter retracting this position. Mayor Guernsey responded that it has already been drafted.

#### **CITY ADMINISTRATOR REPORT:**

[City Administrator Ron Williams](#) shared that the Tacoma Pierce County Health Department send a letter congratulating Gig Harbor as a recipient of the 2016 Healthy Communities Award for our Comprehensive Plan. He recognized our Planning Department and others that worked on the plan.

**MAYOR'S COMMENTS:**

[Mayor Guernsey said](#) she is very pleased that how respectful the audience has been during these emotional issues.

**ANNOUNCEMENT OF OTHER MEETINGS:**

1. Boards and Commissions: Tue. Jul 19<sup>th</sup> at 4:00 p.m.
2. Intergovernmental Affairs: Mon. Jul 25<sup>th</sup> at 4:00 p.m.

**EXECUTIVE SESSION:** Council adjourned to executive session at 8:05 p.m. for approximately five minutes for the purpose of discussing potential litigation per RCW 42.30.110 (1) (i).

Council returned to regular session at: 8:10 p.m.

**ADJOURN:** The meeting adjourned at 8:10 p.m.

---

Mayor Jill Guernsey

---

City Clerk Molly Towslee

## PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

**WHEREAS**, thirty-three years ago, the National Association of Town Watch designated the First Tuesday of the month of August to be recognized nationwide as “National Night Out”; and

**WHEREAS**, National Night Out is an annual community-building campaign that promotes police-community partnerships and neighborhood camaraderie to make our neighborhoods safer, better places to live; and

**WHEREAS**, “National Night Out” provides a unique opportunity for the CITY OF GIG HARBOR to join forces with thousands of other communities across the country in promoting cooperative, police-community crime prevention efforts; and

**WHEREAS**, the Jaycox-Gig Harbor Police Benevolent Fund, in a cooperative effort with our local Gig Harbor business community have played a vital role in assisting the GIG HARBOR POLICE DEPARTMENT and GIG HARBOR FIRE and MEDIC ONE through joint crime, drug and violence prevention efforts in the CITY OF GIG HARBOR in supporting “National Night Out 2016” locally; and

**WHEREAS**, it is essential that all citizens of the CITY OF GIG HARBOR be aware of the importance of crime prevention and the impact that their participation can have on reducing crime, drugs and violence in the CITY OF GIG HARBOR; and

**WHEREAS**, police-community partnerships, neighborhood safety, awareness and cooperation are important themes of the “National Night Out 2016” event;

**NOW, THEREFORE**, I, Jill Guernsey, Mayor of the City of Gig Harbor, do proclaim Tuesday, August 2<sup>nd</sup> as

### **National Night Out 2016**

throughout the city, and encourage all citizens of Gig Harbor to join forces in this cooperative effort to not only make Gig Harbor a safer community, but a “Safe Harbor” to enjoy and raise our families.

---

**Jill Guernsey, Mayor, City of Gig Harbor**

---

**Date**





July 11, 2016

George & Marcia Pollitt  
2808 Harborview Drive  
Gig Harbor, WA 98335

Dear Mr. & Mrs. Pollitt:

The City of Gig Harbor would like to thank you for the generous park bench donation. The bench was thoughtfully placed along the sidewalk in front of your house on Harborview Drive. This provides a wonderful opportunity for visitors and walkers in the area to rest and enjoy Gig Harbor's picturesque waterfront on the way to the Old Ferry Landing at the street end.

Your donation is a great reminder of the generosity and pride that our citizens have in improving this community for generations to come.

Sincerely,

Jill Guernsey  
Mayor

cc: City Council Members  
Jeff Langhelm, Public Works Director  
Greg Foote, Public Works Superintendent

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

TO: MAYOR OF GIG HARBOR

July 12, 2016

SPECIAL OCCASION #: 092415

GREATER GIG HARBOR FOUNDATION  
7191 WAGNER WAY STE 102  
GIG HARBOR WA 98335

DATE: AUGUST 6, 2016

TIME: 11:30 AM TO 2:30 PM

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

CONTACT: JULIE GUSTANSKI (DOB 10.29.61) 253-514-6338

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 type="checkbox"/> | NO <input type="checkbox"/> |
| 2. Do you approve of location?   | YES <input 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.

---

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

C091080-2 WASHINGTON STATE LIQUOR AND CANNABIS BOARD DATE: 07/06/2016  
 LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR  
 (BY ZIP CODE) FOR EXPIRATION DATE OF 20161031

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. JW RESTAURANT, LLC	JW RESTAURANT 4107 HARBORVIEW DR GIG HARBOR WA 98332 1080	402061	TAVERN - BEER/WINE
2. VETO, LLC	DEVOTED KISS CAFE 8809 N HARBORVIEW DR STE 203 GIG HARBOR WA 98332 2189	083974	SPIRITS/BR/WN REST SERVICE BAR CATERING
3. JJ & JU CORPORATION	MIZU JAPANESE STEAKHOUSE 3116 JUDSON ST GIG HARBOR WA 98335 1222	085495	SPIRITS/BR/WN REST LOUNGE +
4. GATEWAY TO INDIA L.L.C.	GATEWAY TO INDIA 6565 KIMBALL DR STE 102 GIG HARBOR WA 98335 1269	081255	SPIRITS/BR/WN REST SERVICE BAR
5. GALAXY THEATRES, LLC	GALAXY UPTOWN 4649 POINT FOSDICK DR NW GIG HARBOR WA 98335 1707	402683	SPIRITS/BEER/WINE THEATER
6. MAIN & VINE LLC	BREW & BLEND 5010 POINT FOSDICK DR NW STE A GIG HARBOR WA 98335 1715	421247	BEER/WINE REST - BEER/WINE OFF PREMISES
7. MAIN & VINE LLC	MAIN & VINE 5010 POINT FOSDICK DR NW GIG HARBOR WA 98335 1715	070236	GROCERY STORE - BEER/WINE BEER AND WINE TASTING
8. SAFEWAY INC.	SAFEWAY #3321 4831 POINT FOSDICK DR NW GIG HARBOR WA 98335 1732	360178	SPIRITS RETAILER

**MINUTES**  
**Intergovernmental Affairs Committee**  
**May 23, 2016 – 4:00 p.m.**  
**Executive Conference Room**

**Call to Order** 4:02 pm

Ron Williams, Jill Guernsey, Shawna Wise, Councilmembers Arbenz, Perrow, and Payne, Dale Learn via Teleconference. Briahna Murray and Shelly Helder joined the meeting at 4:05pm.

**Federal Legislative Update**

Dale Learn shared that the Legislative Branch is working through its budget. Work is continuing with the Puget Sound Recovery caucus and Congressman Kilmer and Heck are trying to pass legislation which would put Gig Harbor in a favorable position with National Heritage.

National Defense Authorization Act – policy for Department of Defense – which is important to Gig Harbor for funding at JBLM.

Mr. Learn stated the Comprehensive Energy Bill, Trade, and Water Resources Reform Development Act are all being debated.

Mr. Learn shared that the Federal grant process has been to identify opportunities, information on what it is, designate appropriate Roles, followed by political support and having a cohesive ask. He emphasized how important the cohesive ask is.

Sand Spit Transfer Update – Mr. Learn said we are very close to the transfer being finalized and the City have to pay a small fee for the transfer.

Councilmember Payne asked about future opportunities and Mr. Learn explained there is the Recreational Trails Program due November 1<sup>st</sup>. Ron Williams said the grant might not apply to the Twawelkax Trail but could be used for the Cushman trail extension. Mr. Learn said there is also an RCO grant for boating facilities that could be looked in to and is a State grant.

**State Legislative Update**

Briahna Murray shared that the City has had a successful track record in securing funding, executing on the funding, delivering the project in a timely manner, and delivering the ribbon cutting that legislators look forward to. She stated that Ancich was the big success for this biennium and she hopes that the City can have a ribbon prior to November, highlighting the success the delegation had in serving the community.

Ms. Murray explained that the 2017 session will mark the beginning of a new biennial cycle. She said the biggest challenge the legislature will face is the McCleary K-12 education funding issue. Deadline for fully funding education is 2018.

She feels that there will be many opportunities for Gig Harbor with the increase in capital funding. She asked the Committee what projects the City would like to pursue, and to keep in mind there is grant funding and earmarked, or direct appropriations. Grants rely on the applications, direct appropriations rely on the story it tells, are legislators engaged, and how hard we lobby.

[Shelly Helder](#) shared what is legally required for capital funding.

Ms. Murray reminded the Committee that projects mentioned in the past were Twalwelkax Trail, Wilkinson Barn Restoration, and 38<sup>th</sup> Street.

Councilmember Payne stated that any funding for the sports complex would be beneficial. Ms. Murray shared that details and vision for the sports complex must be available by November in order to look at securing funding. He said this project and connecting Cushman are high priorities, although his hesitation with Cushman is that there isn't ADA access for the connection. He said his project ranking would be 38<sup>th</sup> Street sidewalks, turf fields, Cushman, Wilkinson.

[Transportation Funding](#) – Ms. Murray shared that WSDOT has selected a consultant and are currently working on the scope. She said the consultant will reach out to stakeholders and legislators to form a stakeholder committee. The City's transportation ask will be in 2018.

West Sound Alliance has been meeting to revisit how regional cooperation can be beneficial. Ms. Murray said that once the City has WSDOT study results, we will go to the West Sound Alliance and share what Gig Harbor needs are.

[Policy Issues](#) – Ms. Murray said that we are likely to see cuts in state shared revenues in 2017. She said all cities will have to play strong defense on what cuts may be coming. She shared the Public Works Assistance Account program may not be continued, but AWC is discussing putting together a reformed PW Assistance Account that would have more legislator buy-in.

[Legislative Agenda Development Process](#) – Ms. Murray reviewed the City's past process for developing the legislative agenda. She suggested a more formal process of getting a Committee recommendation, taking it to Council and explaining it to the full Council. The Committee agreed to a more formal process to ensure the full Council is aware of the legislative agenda. Mayor Guernsey said she supports the idea of her coming to a Council meeting for a presentation. Ms. Murray suggested coming to the July 25<sup>th</sup> meeting to introduce herself to Council and share what to expect for 2017. Councilmember Payne said the committee will report to Council and Ron will let her know about attending a Council meeting in the future.

Ms. Murray said she will work on a rough document with legislative agenda items for the next Intergovernmental Affairs meeting on July 25<sup>th</sup>. She suggested finalizing the agenda in the fall.

Meeting Adjourned at 4:56pm

# Minutes Boards and Commissions Candidate Review

July 19, 2016 4:00 p.m. Executive Conference Room

---

## **Call to Order:**

Councilmember Lovrovich called the meeting to order at 4:03pm.

Councilmembers Lovrovich, Kadzik, and Malich, Jennifer Kester, Shawna Wise were in attendance.

## **New Business:**

1. Interview Candidates for Design Review Board
  - a. Jon Ashlock – Mr. Ashlock shared a background of his work history and hobbies. He currently works for Weyerhaeuser and own his own home inspection business. He explained he has spent time rehabilitating homes to be added to the historic registry in Dayton, WA. Mr. Ashlock also shared that he has an understanding of the DRB functions and is available to attend all meetings.
  - b. John Ross – Mr. Ross explained that he is familiar with the Design Review Board process and has an understanding of the Board functions. He explained that he would like to be more involved in the community and is looking forward to articulating to the public why DRB decisions/policies were made. Mr. Ross also shared that he spent almost two years as the Interim Executive Director of the Harbor History Museum where he archived items and identified historic homes in Gig Harbor.
  - c. Gena Cruciani – Ms. Cruciani said that she is a Gig Harbor homeowner and is very connected to downtown. She explained she is very interested in the community and serving on the DRB is one way to be involved. She shared that her work history includes planning and experience in the political climate. She is self-employed and is available to attend all meetings.
  - d. Darrin Filand – Mr. Filand shared that he would like to continue his work on the DRB and has a passion for the downtown area. He said he would like to anticipate where we're going and would like to have a good road map. He has served on the DRB for 10 years and would like to continue to serve as Chair.
  - e. Paul Crow – Mr. Crow explained that he would like to serve on the DRB because he has time to commit to it and enjoys working on projects. He shared that he has a personal interest maritime history. He said he understands the role of a DRB member and feels he can remain unbiased and as a captain, he is used to following guidelines and policies and feels he would do a good job.

After the interviews, Councilmembers discussed the applicants. They agreed that this was one of the hardest decisions to make because all five applicants are excellent and qualified.

Councilmember Malich stated that in the past we have had a hard time finding applicants and while he is happy to see so many applicants for the Design Review Board, it makes it tough when all are such great candidates.

Councilmember Kadzik said that all candidates would be excellent to serve on any of our Boards and that we should reach out to those who aren't selected when there are future openings. He said the city would benefit to have any of them involved. He stated that he would like to recommend that Darrin Filand continue to serve as longevity on a Board can be a really good thing.

Councilmember Malich disagreed, stating that there is a benefit to having new people with new ideas.

Councilmember Lovrovich explained that in the case of the DRB, where it is about policy and following the design manual, having someone with experience and the knowledge of the policies is a benefit. She said she would support the re-appointment of Darrin Filand.

The following recommendations were made:

Recommend the re-appointment of Darrin Filand  
Kadzik / Lovrovich - Malich nay

Recommend the appointment of Jon Ashlock  
Malich / Lovrovich – unanimously approved

Meeting adjourned at 5:35pm

Report to the City of Required Public Activities

Gig Harbor Canoe & Kayak Racing Team

**2016 Mid Year**

July 19, 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 January – June 2016** (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 2016 summer development camps are underway and will introduce the sport to 60 local youth aged 8 - 14.

- 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 March, the team travelled to Bothell, WA to represent Gig Harbor at the Race for the Cookies.**
  - **In April, the team hosted the 5<sup>th</sup> Annual Paddlers Cup, as described in detail above. [Website](#)**
  - **In April, six athletes represented Gig Harbor at the 2016 Team USA Canoe/Kayak Sprint Team Trials in Gainesville, GA. Three athletes qualified for Team USA, representing the US in international competition.**
  - **In May, the team travelled to Maple Ridge, British Columbia to represent Gig Harbor in the Slawko Fedechko Season Opener Regatta.**
  - **In May, two athletes represented Gig Harbor at the 2016 Canoe Spring Pan Am Championships, held this year in Gainesville, GA. [Info link](#)**
  - **In May, three athletes represented Gig Harbor at the Canamex Regatta in Mexico.**
  - **In May, one athlete represented Gig Harbor at the 2016 Paracanoe World Championships in Duisburg, Germany. [Facebook Page](#)**
  - **In June, the team travelled to Seattle to represent Gig Harbor at the Ted Houk Regatta on Greenlake.**
  - **In June, the team represented Gig Harbor in the Bellingham Regatta.**

Please see the team website ([www.ghckrt.com](http://www.ghckrt.com)) for detailed results of the above.

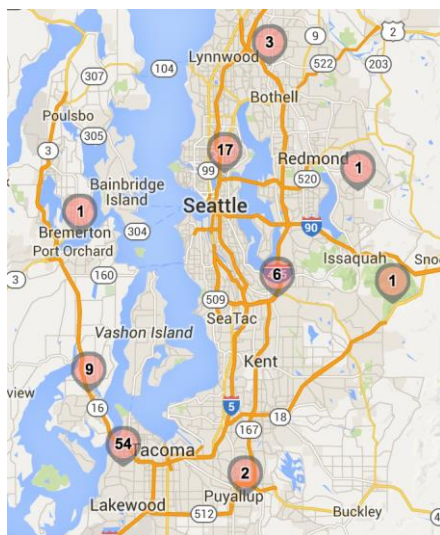
B. Source of pride for the community

**2016 Paddlers Cup**

This year was the 5<sup>th</sup> Annual Paddlers Cup, a two-day canoe, kayak and SUP racing event. There were 107 athletes, 22 sponsors, and 20 vendors participating in the 2016 Paddlers Cup. In addition to coming from the Gig Harbor area, the event drew racers from Tacoma, Puyallup, Seattle, Portland, Oak Harbor, Bellingham, Vancouver B.C., Coeur d'Alene, and Germany.

The first day included 100 meter, 5000 meter, and 10,000 meter races. The second day included the Cross Narrows Challenge, a long-distance race from Skansie Park to Owens Beach at Point Defiance and back that is becoming increasingly popular among regional SUP athletes, and the second annual Dragon Boat Races.

**2016 Paddlers Cup Tacoma/Seattle area athlete residence distribution:**



**2016 Paddlers Cup Registration:**

**107 total athletes**

- (31) Kayakers**
- (23) Canoe**
- (42) SUP**
- (3) Outriggers**
- (2) Paracaone**
- (6) Rec. Crafts**

The weather was terrific, and the event drew large numbers of spectators and shoppers/diners patronizing the vendors and area shops and restaurants. Additionally, an amazing drone video of the event produced by Seattle Drones is available on Youtube:

<https://www.youtube.com/watch?v=pFhvXKEoZc4>. The video highlights the spectacular beauty of Gig Harbor.

Additional details and photographs can be found at: [Paddlers Cup Website](#)

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

**Athletes and safety boats continue to gather trash and remove hazards 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 January - June 2016 period. 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. Beach clean up details:**

- 4/23/16 – low tide at 12:54 p.m., 0.0'
- 6/30/16 – low tide at 8:36 a.m., -0.1'


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

- Numerous public awards ceremonies for the Paddlers Cup events were held at Skansie Park in April. Additionally, educational PA presentations were given throughout the two-day event explaining the skills, crafts, and races on display at the Regatta.**
- A public awards ceremony for the Ted Houck/Seattle Regatta participants was held at Skansie Park in June.**
- A public awards ceremony for the Bellingham Regatta participants was held at Skansie Park in June.**

- 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.



**To: Mayor Guernsey and City Council**  
**From: David Rodenbach, Finance Director**   
**Subject: Quarterly Finance Report**  
**Date: July 25, 2016**

The 2016 second quarter financial reports are attached.

Total resources, which include all revenues, nonrevenues and beginning fund balances, are at 104 percent of the annual budget. Revenues and expenditures, excluding internal transfers, loan receipts and beginning and ending fund balances, are 60 percent and 45 percent respectively of the annual budget. This compares with 50 percent and 38 percent for the same period in 2015.

General Fund revenues (excluding beginning fund balance) are at 60 percent of budget compared with 54 percent in 2015 and 53 percent in each of the two prior years. Sales taxes are on pace to come in about 7.5 percent over budget. Through June, building permit fee revenues are at 146 percent of the total year's budget and are 42 percent higher than last year at this point.

General Fund expenditures are at 43 percent which compares with 48 percent through June 2015. All General Fund departments are tracking on budget through the end of the second quarter.

Street Capital, Street Operating and Park Development Fund revenues and expenditures have no significant deviations from budget.

Water, Sewer and Storm Sewer revenues are 52, 55 and 51 percent of budget; while expenditures for these three funds are at 55, 49 and 42 percent of budget. Second quarter 2015 amounts for water, sewer and storm were 45, 50 and 52 percent for revenues and 47, 51 and 39 percent for expenditures. All funds are fairly comparable with prior years' experience.

The Sewer Construction fund is exceeding budget for expenditures due to the Wastewater Treatment Phase 2 project; however sufficient funds are available for this project.

At this time cash balances are adequate in all funds. Most of the City's investments are in the State Treasurer's pool.

CITY OF GIG HARBOR  
CASH AND INVESTMENTS  
YEAR TO DATE ACTIVITY  
AS OF JUNE 30, 2016

FUND NO.	DESCRIPTION	BEGINNING BALANCE	REVENUES	EXPENDITURES	OTHER CHANGES	ENDING BALANCE
001	GENERAL GOVERNMENT	\$ 3,704,449	\$ 6,900,755	\$ 5,214,966	\$ (573,536)	\$ 4,816,702
101	STREET FUND	421,788	420,024	684,469	(41,967)	115,377
102	STREET CAPITAL FUND	345,175	102,908	324,468	(38,955)	84,660
105	DRUG INVESTIGATION FUND	8,349	18	-	-	8,368
106	DRUG INVESTIGATION FUND	19,299	39	-	-	19,338
107	HOTEL-MOTEL FUND	316,788	148,615	126,889	(10,930)	327,583
108	PUBLIC ART CAPITAL PROJECTS	78,505	159	-	-	78,664
109	PARK DEVELOPMENT FUND	2,643,793	132,846	456,581	(42,539)	2,277,520
110	CIVIC CENTER DEBT RESERVE	1,371,859	2,783	-	-	1,374,642
111	STRATEGIC RESERVE FUND	558,810	1,134	-	-	559,944
112	EQUIPMENT RESERVE FUND	210,904	428	-	-	211,331
113	CONTRIBUTIONS/DONATIONS	-	2,112	2,112	-	-
208	LTGO BOND REDEMPTION	58,020	860,185	675,621	-	242,584
211	UTGO BOND REDEMPTION	153,213	149,437	37,843	-	264,807
301	PROPERTY ACQUISITION FUND	773,557	181,792	-	-	955,349
305	GENERAL GOVT CAPITAL IMPR	711,539	180,128	-	-	891,667
309	IMPACT FEE TRUST	1,367,900	1,347,278	-	54,072	2,769,251
310	HOSPITAL BENEFIT ZONE	2,961,775	5,757	221,595	180,950	2,926,887
401	WATER OPERATING	1,117,118	829,205	665,206	(98,029)	1,183,088
402	SEWER OPERATING	1,449,802	2,336,210	2,625,016	(150,070)	1,010,926
403	SHORECREST RESERVE FUND	132,222	9,292	227	925	142,211
407	UTILITY RESERVE	1,392,784	6,305	125	(22)	1,398,942
408	UTILITY BOND REDEMPTION	1,228	2,834,227	2,823,997	-	11,458
410	SEWER CAPITAL CONSTRUCTION	7,547,972	2,723,839	3,754,697	(810,572)	5,706,542
411	STORM SEWER OPERATING FUND	960,353	433,305	310,476	(11,350)	1,071,833
412	STORM SEWER CAPITAL	372,624	397,297	59,894	(7,962)	702,065
420	WATER CAPITAL ASSETS	1,710,858	900,474	125,474	(45,141)	2,440,717
631	MUNICIPAL COURT	-	71,297	61,767	(9,530)	-
		<u>\$ 30,390,684</u>	<u>\$ 20,977,849</u>	<u>\$ 18,171,422</u>	<u>\$ (1,604,656)</u>	<u>\$ 31,592,455</u>

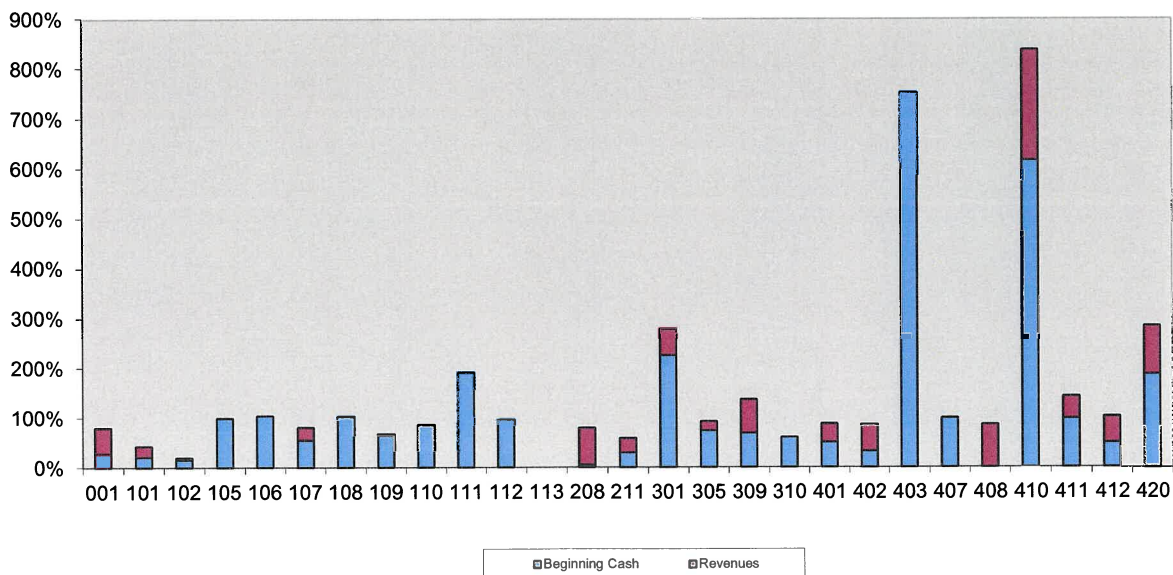
COMPOSITION OF CASH AND INVESTMENTS  
AS OF JUNE 30, 2016

	MATURITY	RATE	BALANCE
CASH ON HAND			300
CASH IN BANK			2,505,986
INVESTMENTS/US BANK	July 2017	0.1250%	1,000,397
LOCAL GOVERNMENT INVESTMENT POOL (Net Earnings Rate)		0.1680%	28,085,772
			<u>\$ 31,592,455</u>

**CITY OF GIG HARBOR  
YEAR-TO-DATE RESOURCE SUMMARY  
AND COMPARISON TO BUDGET  
AS OF JUNE 30, 2016**

DESCRIPTION	ESTIMATED RESOURCES	ACTUAL Y-T-D RESOURCES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
GENERAL GOVERNMENT	\$ 13,267,489	\$ 10,605,203	\$ 2,662,286	80%
STREET FUND	1,963,199	841,813	1,121,386	43%
STREET CAPITAL FUND	2,231,421	448,083	1,783,338	20%
DRUG INVESTIGATION FUND	8,446	8,368	78	99%
DRUG INVESTIGATION FUND	18,594	19,338	(744)	104%
HOTEL-MOTEL FUND	576,692	465,402	111,290	81%
PUBLIC ART CAPITAL PROJECTS	77,327	78,664	(1,337)	102%
PARK DEVELOPMENT FUND	4,108,255	2,776,639	1,331,616	68%
CIVIC CENTER DEBT RESERVE	1,616,064	1,374,642	241,422	85%
STRATEGIC RESERVE FUND	293,988	559,944	(265,956)	190%
EQUIPMENT RESERVE FUND	221,302	211,331	9,971	95%
DONATIONS/CONTRIBUTIONS	-	2,112	(2,112)	
LTGO BOND REDEMPTION	1,154,626	918,206	236,420	80%
UTGO BOND REDEMPTION	514,859	302,650	212,209	59%
PROPERTY ACQUISITION FUND	344,324	955,349	(611,025)	277%
GENERAL GOVT CAPITAL IMPR	962,616	891,667	70,949	93%
IMPACT FEE TRUST	1,993,811	2,715,179	(721,368)	136%
HOSPITAL BENEFIT ZONE	4,894,547	2,967,532	1,927,015	61%
WATER OPERATING	2,224,264	1,946,323	277,941	88%
SEWER OPERATING	4,444,178	3,786,012	658,166	85%
SHORECREST RESERVE FUND	17,617	141,513	(123,896)	803%
UTILITY RESERVE	1,411,165	1,399,089	12,076	99%
UTILITY BOND REDEMPTION	3,310,191	2,835,455	474,736	86%
SEWER CAPITAL CONSTRUCTION	1,225,850	10,271,811	(9,045,961)	838%
STORM SEWER OPERATING FUND	980,220	1,393,658	(413,438)	142%
STORM SEWER CAPITAL	757,886	769,922	(12,036)	102%
WATER CAPITAL ASSETS	922,478	2,611,332	(1,688,854)	283%
MUNICIPAL COURT	-	71,297	(71,297)	
	<b>\$ 49,541,409</b>	<b>\$ 51,368,533</b>	<b>\$ (1,827,124)</b>	<b>104%</b>

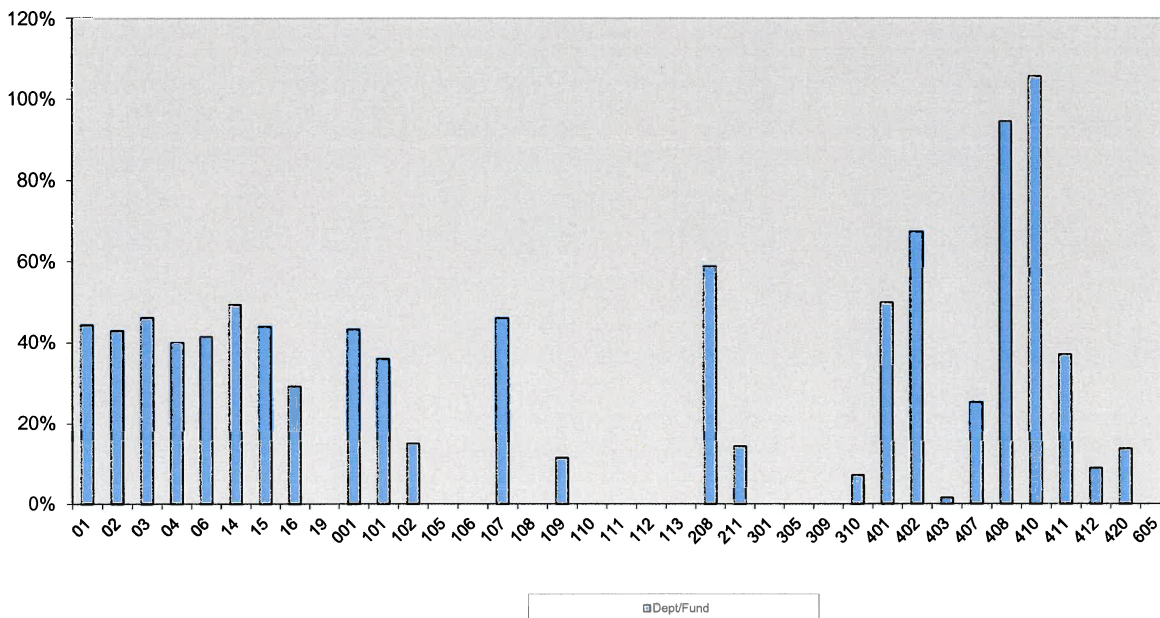
**Resources as a Percentage of Annual Budget**



CITY OF GIG HARBOR  
YEAR-TO-DATE EXPENDITURE SUMMARY  
AND COMPARISON TO BUDGET  
AS OF JUNE 30, 2016

DESCRIPTION	ESTIMATED EXPENDITURES	ACTUAL Y-T-D EXPENDITURES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
GENERAL GOVERNMENT				
NON-DEPARTMENTAL	\$ 3,551,239	\$ 1,569,917	\$ 1,981,322	44%
LEGISLATIVE	66,875	28,589	38,286	43%
MUNICIPAL COURT	429,600	197,730	231,870	46%
ADMINISTRATIVE/FINANCIAL	1,544,850	616,289	928,561	40%
POLICE	3,466,218	1,434,847	2,031,371	41%
COMMUNITY DEVELOPMENT	1,659,010	815,224	843,786	49%
PARKS AND RECREATION	965,700	422,564	543,136	44%
BUILDING	445,863	129,804	316,059	29%
ENDING FUND BALANCE	-	-	-	#N/A
TOTAL GENERAL FUND	12,129,355	5,214,966	6,914,389	43%
STREET FUND	1,910,832	684,469	1,226,363	36%
STREET CAPITAL FUND	2,171,450	324,468	1,846,982	15%
DRUG INVESTIGATION FUND	3,250	-	3,250	
DRUG INVESTIGATION FUND	-	-	-	#N/A
HOTEL-MOTEL FUND	276,500	126,889	149,611	46%
PUBLIC ART CAPITAL PROJECTS	-	-	-	#N/A
PARK DEVELOPMENT FUND	4,001,400	456,581	3,544,819	11%
CIVIC CENTER DEBT RESERVE	40,000	-	40,000	
STRATEGIC RESERVE FUND	250,000	-	250,000	
EQUIPMENT RESERVE FUND	-	-	-	#N/A
DONATIONS/CONTRIBUTIONS	-	2,112	(2,112)	#N/A
LTGO BOND REDEMPTION	1,151,786	675,621	476,165	59%
UTGO BOND REDEMPTION	265,686	37,843	227,843	14%
PROPERTY ACQUISITION FUND	146,300	-	146,300	
GENERAL GOVT CAPITAL IMPR	146,300	-	146,300	
IMPACT FEE TRUST	50,000	-	50,000	
HOSPITAL BENEFIT ZONE	3,127,750	221,595	-	7%
WATER OPERATING	1,342,505	665,206	677,299	50%
SEWER OPERATING	3,908,051	2,625,016	1,283,035	67%
SHORECREST RESERVE FUND	15,000	227	14,773	2%
UTILITY RESERVE	500	125	375	25%
UTILITY BOND REDEMPTION	2,989,236	2,823,997	165,239	94%
SEWER CAPITAL CONSTRUCTION	3,559,619	3,754,697	(195,078)	105%
STORM SEWER OPERATING FUND	839,874	310,476	529,398	37%
STORM SEWER CAPITAL	676,000	59,894	616,106	9%
WATER CAPITAL ASSETS	919,791	125,474	794,317	14%
LIGHTHOUSE MAINTENANCE TRUST	-	-	-	#N/A
MUNICIPAL COURT	-	61,767	(61,767)	#N/A
	\$ 39,921,185	\$ 18,171,422	\$ 18,843,608	46%

**Expenditures as a Percentage of Annual Budget**

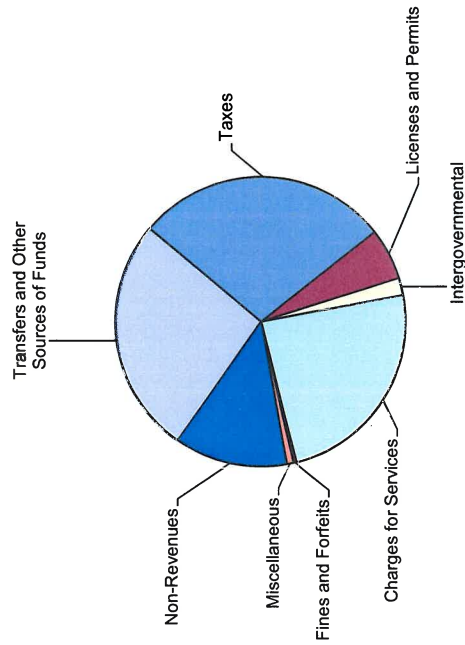




CITY OF GIG HARBOR  
YEAR-TO-DATE REVENUE SUMMARY  
BY TYPE  
AS OF JUNE 30, 2016

TYPE OF REVENUE	AMOUNT
Taxes	5,907,890
Licenses and Permits	1,204,625
Intergovernmental	393,857
Charges for Services	5,027,124
Fines and Forfeits	69,713
Miscellaneous	156,988
Non-Revenues	2,640,084
Transfers and Other Sources of Funds	5,506,270
Total Revenues (excludes Court Pass Thru)	20,906,552
Beginning Cash Balance	30,390,684
Total Resources	51,297,236

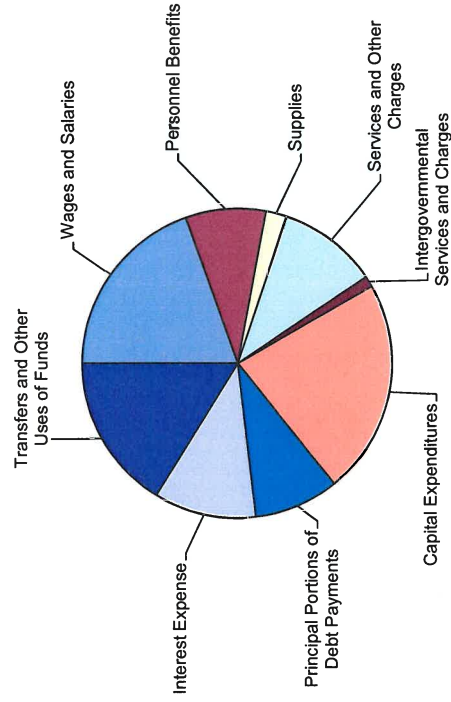
Revenues by Type - All Funds



CITY OF GIG HARBOR  
YEAR-TO-DATE EXPENDITURE SUMMARY  
BY TYPE  
AS OF JUNE 30, 2016

TYPE OF EXPENDITURE	AMOUNT
Wages and Salaries	3,531,489
Personnel Benefits	1,520,274
Supplies	406,924
Services and Other Charges	1,894,367
Intergovernmental Services and Charges	200,255
Capital Expenditures	4,079,350
Principal Portions of Debt Payments	1,604,770
Interest Expense	1,940,509
Transfers and Other Uses of Funds	2,931,718
Total Expenditures (excludes Court Pass Thru)	18,109,665
Ending Cash Balance	31,592,455
Total Uses	49,702,110

Expenditures by Type - All Funds



CITY OF GIG HARBOR  
STATEMENT OF FINANCIAL POSITION  
AS OF JUNE 30, 2016

	SPECIAL REVENUE FUNDS										
	001 GENERAL GOVERNMENT	101 STREET	102 STREET CAPITAL	105 DRUG INVESTIGTN	106 DRUG INVESTIGTN	107 HOTEL - MOTEL	108 PUBLIC ART PROJECTS	109 PARK DVLP FUND	110 CIVIC CTR DEBT RESERVE	111 STRATEGIC RESERVE	112 EQUIPMENT RESERVE
<b>ASSETS</b>											
CASH	394,662	9,451	6,935	685	1,584	26,835	6,444	186,568	112,607	45,869	17,312
INVESTMENTS	4,422,040	105,925	77,725	7,682	17,754	300,748	72,220	2,090,952	1,262,036	514,075	194,020
RECEIVABLES	1,480,381	4,406	21,603	-	-	50,505	-	-	312,000	-	-
FIXED ASSETS	-	-	-	-	-	-	-	-	-	-	-
OTHER	-	-	-	-	-	-	-	-	-	-	-
<b>TOTAL ASSETS</b>	<b>6,297,083</b>	<b>119,782</b>	<b>106,263</b>	<b>8,368</b>	<b>19,338</b>	<b>378,088</b>	<b>78,664</b>	<b>2,277,520</b>	<b>1,686,642</b>	<b>559,944</b>	<b>211,331</b>
<b>LIABILITIES</b>											
CURRENT	19,315	3,000	0	-	-	-	-	8,203	-	-	-
LONG TERM	35,202	-	-	-	-	-	-	-	-	-	-
<b>TOTAL LIABILITIES</b>	<b>54,517</b>	<b>3,000</b>	<b>0</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>8,203</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>FUND BALANCE:</b>											
BEGINNING OF YEAR	4,556,777	381,227	327,824	8,349	19,299	356,363	78,505	2,593,052	1,683,859	558,810	210,904
Y-T-D REVENUES	6,900,755	420,024	102,908	18	39	148,615	159	132,846	2,783	1,134	428
Y-T-D EXPENDITURES	(5,214,966)	(684,469)	(324,468)	-	-	(126,889)	-	(456,581)	-	-	-
<b>ENDING FUND BALANCE</b>	<b>6,242,566</b>	<b>116,783</b>	<b>106,264</b>	<b>8,368</b>	<b>19,338</b>	<b>378,088</b>	<b>78,664</b>	<b>2,269,317</b>	<b>1,686,642</b>	<b>559,944</b>	<b>211,331</b>
<b>TOTAL LIAB. &amp; FUND BAL.</b>	<b>\$ 6,297,083</b>	<b>\$ 119,783</b>	<b>\$ 106,264</b>	<b>\$ 8,368</b>	<b>\$ 19,338</b>	<b>\$ 378,088</b>	<b>\$ 78,664</b>	<b>\$ 2,277,520</b>	<b>\$ 1,686,642</b>	<b>\$ 559,944</b>	<b>\$ 211,331</b>

CITY OF GIG HARBOR  
STATEMENT OF FINANCIAL POSITION  
AS OF JUNE 30, 2016

	113	301	305	309	310	631	TOTAL	208	211	TOTAL
		PROPERTY ACQUISITION	GEN GOVT CAPITAL	IMPACT TRUST	HOSPITAL BENEFIT	MUNICIPAL COURT	SPECIAL REVENUE	LTGO BOND REDEMPTION	UTGO BOND REDEMPTION	DEBT SERVICE
<b>ASSETS</b>										
CASH	\$ -	\$ 78,259	\$ 73,043	\$ 226,849	\$ 239,762	\$ -	\$ 1,032,202	\$ 19,872	\$ 21,692	\$ 41,564
INVESTMENTS	\$ -	\$ 877,089	\$ 818,624	\$ 2,542,402	\$ 2,687,125	\$ -	\$ 11,568,378	\$ 222,712	\$ 243,115	\$ 465,827
RECEIVABLES	-	-	-	-	-	-	388,514	-	5,314	-
FIXED ASSETS	-	-	-	-	-	-	-	-	-	-
OTHER	-	-	-	-	-	-	-	-	-	-
<b>TOTAL ASSETS</b>	-	955,349	891,667	2,769,251	2,926,887	-	12,989,094	242,584	270,121	512,705
<b>LIABILITIES</b>										
CURRENT	-	-	-	93,312	-	-	104,515	-	-	-
LONG TERM	-	-	-	-	-	-	-	-	4,347	4,347
<b>TOTAL LIABILITIES</b>	-	-	-	93,312	-	-	104,515	-	4,347	4,347
<b>FUND BALANCE:</b>										
BEGINNING OF YEAR	-	773,557	711,539	1,328,660	3,142,725	(9,530)	12,165,142	58,020	154,180	212,201
Y-T-D REVENUES	2,112	181,792	180,128	1,347,278	5,757	71,297	2,597,319	860,185	149,437	1,009,622
Y-T-D EXPENDITURES	(2,112)	-	-	-	(221,595)	(61,767)	(1,877,880)	(675,621)	(37,843)	(713,465)
<b>ENDING FUND BALANCE</b>	-	955,349	891,667	2,675,939	2,926,887	-	12,884,581	242,584	265,775	508,359
<b>TOTAL LIAB. &amp; FUND BAL.</b>	\$ -	\$ 955,349	\$ 891,667	\$ 2,769,251	\$ 2,926,887	\$ -	\$ 12,989,095	\$ 242,584	\$ 270,121	\$ 512,705

CITY OF GIG HARBOR  
STATEMENT OF FINANCIAL POSITION  
AS OF JUNE 30, 2016

	401	402	403	407	410	411	412	420	TOTAL
	WATER OPERATING	SEWER OPERATING	SHORECREST RESERVE	UTILITY RESERVE	UTILITY BOND REDEMPTION	SEWER CAP. CONST.	STORM SEWER OPERATING CAPITAL	WATER CAP. ASSETS	PROPRIETARY TOTAL
<b>ASSETS</b>									
CASH	\$ 97,007	\$ 82,904	\$ 11,650	\$ 32,648	\$ 939	\$ 467,463	\$ 87,801	\$ 199,936	\$ 1,037,858
INVESTMENTS	1,086,081	928,022	130,562	1,366,294	10,519	5,239,079	984,031	2,240,781	12,629,924
RECEIVABLES	265,731	713,298	2,233	5,823	48,561	-	212,149	-	1,247,795
FIXED ASSETS	8,317,109	32,586,803	-	-	-	6,911,081	2,742,847	2,973,393	53,747,542
OTHER	-	-	-	-	-	-	-	-	-
<b>TOTAL ASSETS</b>	<b>9,765,929</b>	<b>34,311,027</b>	<b>144,444</b>	<b>1,404,765</b>	<b>60,018</b>	<b>12,617,623</b>	<b>4,026,828</b>	<b>5,414,111</b>	<b>68,663,119</b>
<b>LIABILITIES</b>									
CURRENT	1,860	187	-	-	1,640,529	-	8,918	-	1,651,503
LONG TERM	69,048	107,904	-	-	21,006,669	-	91,371	-	21,275,192
<b>TOTAL LIABILITIES</b>	<b>70,908</b>	<b>108,091</b>	<b>-</b>	<b>-</b>	<b>22,647,398</b>	<b>-</b>	<b>100,289</b>	<b>9</b>	<b>22,926,695</b>
<b>FUND BALANCE:</b>									
BEGINNING OF YEAR	9,531,048	34,491,741	135,379	1,398,585	(22,597,609)	13,648,482	3,803,711	4,639,101	45,631,408
Y-T-D REVENUES	829,205	2,336,210	9,292	6,305	2,834,227	2,723,839	433,305	900,474	10,470,154
Y-T-D EXPENDITURES	(665,206)	(2,625,016)	(227)	(125)	(2,823,997)	(3,754,697)	(310,476)	(125,474)	(10,365,111)
<b>ENDING FUND BALANCE</b>	<b>9,695,047</b>	<b>34,202,936</b>	<b>144,444</b>	<b>1,404,765</b>	<b>(22,587,379)</b>	<b>12,617,623</b>	<b>3,926,540</b>	<b>5,414,101</b>	<b>45,736,451</b>
<b>TOTAL LIAB. &amp; FUND BAL.</b>	<b>\$ 9,765,955</b>	<b>\$ 34,311,027</b>	<b>\$ 144,444</b>	<b>\$ 1,404,765</b>	<b>\$ 60,019</b>	<b>\$ 12,617,623</b>	<b>\$ 4,026,829</b>	<b>\$ 5,414,111</b>	<b>\$ 68,663,148</b>
									<b>\$ 88,462,031</b>



**Minutes**  
**City of Gig Harbor Planning Commission**  
**Work Study Session**  
**Gig Harbor Civic Center – Community Rooms A&B**  
**June 16, 2016**

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

**Present:** Reid Ekberg, Rick Gagliano, Bill Coughlin, Spencer Hutchins, Meridith Hatch, Pamela Peterson, Craig Baldwin

**Staff:** Lindsey Sehmel, Jennifer Kester, Leah Johnson

**Election of Officers:** Per Commission by-laws.

**Motion:**

Move to re-elect Reid Ekberg as Chair. Gagliano/Peterson- Motion Carried

**Motion:**

Move to re-elect Craig Baldwin as Vice Chair. Coughlin/Gagliano

**Approval of Minutes:** June 2, 2016

**Motion:**

Move to approve 6.02.16 minutes as written. Coughlin/Hatch Motion carried

**Work Study Session – Community Rooms A&B**

1. **Zones and Uses in The Harbor: Continue discussion based upon the full package of verbal and written comments. Direct staff on the Commission's next steps.**

The planning commission further discussed their thoughts on the 5.19.16 hearing as well as what direction they will take moving forward and how that process will be broken down.

The suggestion of once monthly meetings was considered so that staff can better process and serve the commissioners and utilize the meeting times more efficiently.

**6:00 p.m. - Work Study Session Site Visit – 6302 112<sup>th</sup> St – Gig Harbor WA 98332**

**2. Site Visit - Comprehensive Plan Amendment:**

- a. Walt Smith Gravel Mine (PL-COMP-15-0001/PL-DEV-15-0002/PL-SEPA-15-0007) – Land Use Map Amendment Request

**Adjourn – From 5302 112<sup>th</sup> St – Gig Harbor WA 98332**

**Note:** The Commission will be holding a work study session onsite for agenda item #2. The Commission and staff will depart the Civic Center at 6 p.m. with an assumed arrival at 6:15 p.m. to site. The meeting will continue to be open to the public.

**MINUTES**  
**GIG HARBOR PARKS COMMISSION**  
**Wednesday, June 1, 2016 – 5:30 p.m.**  
**Community Rooms A/B**

**CALL TO ORDER / ROLL CALL:**

[Parks Commissioner - John Skansi: Absent \(unexcused\)](#)  
[Parks Commissioner - Sara McDaniel: Present](#)  
[Parks Commissioner - Nicole Hicks: Present](#)  
[Parks Commissioner - Gregg Vermillion: Absent \(unexcused\)](#)  
[Parks Commissioner - Rick Offner: Present](#)  
[Parks Commissioner - Robyn Denson: Present](#)  
[Parks Commissioner - Ben Coronado: Present](#)  
[Staff - Katrina Knutson: Present](#)  
[Staff - Terri Reed: Present](#)  
[Staff - Lisa Krasas: Present](#)

**APPROVAL OF MINUTES:**

Approval of April 6, 2016 Parks Commission Meeting Minutes  
Approval of May 16, 2016 City Council/Parks Commission Work Session Minutes

**MOTION:** Move to approve the April 6, 2016 and May 16, 2016 Parks Commission Minutes.

Denson / Offner – Motion passed unanimously

**OLD BUSINESS:**

1. [Parks Appreciation Day Recap](#) – Parks Commission Chair Sara McDaniel Parks Appreciation Day participation had lower than usual volunteers this year. Ideas for including local neighborhoods and businesses were discussed.
2. [Native American Honoring Project @ Austin Estuary Park](#) – Gary Williamson presented photos of locations of other honoring sculptures. He described the project as a portal to honor the indigenous people and early settlers of the area. Mark Anderson described some of the ways that the committee is proposing to engage the Puyallup tribe. His preference of location of the sculpture would be inside the park to draw people in.

**MOTION:** Move to endorse the concept of the Native American Honoring Project as presented.

Offner / Denson – Motion passed unanimously

## **NEW BUSINESS:**

1. [Parks Commission Work Program](#) – Katrina Knutson detailed the items on the July 2014 Parks Commission Work Plan and asked for input on updating the plan for 2016-2018. Parks Commission members discussed various ideas for parks items.

**MOTION:** Move to recommend the following prioritized parks capital projects and work plan policy items:

Capital Projects and Planning Work Plan Items:

1. Crescent Creek Park: Visioning and Master Plan
2. City Play Structure Master Plan
3. Harbor Hill Park Master Plan
4. Ferry Landing Park: Trail Feasibility Study
5. Old Burnham Properties: Visioning

Policy Work Plan Items:

1. Private Use and Structures in Parks Policy
2. Park Rules Ordinance
3. Field Reservations Policy for KLM Veterans Memorial Park

McDaniel / Coronado – Motion passed unanimously

1. 2017-2018 Budget Discussion – Katrina Knutson updated the Commission on the 2017-2018 budget process. It was requested that the Crescent Creek Master Plan budget be increased as it is the number one priority work item.

## **PARK UPDATES**

### **PUBLIC COMMENT:**

Kirsten Gregory, 8115 43<sup>th</sup> Street NW, Gig Harbor, Gig Harbor Canoe and Kayak Racing Team Representative for the Ancich Park project, was present in case there were any questions regarding the team material that had previously been distributed to the Parks Commission.

### **ADJOURN:**

**MOTION:** Move to adjourn at 7:07 p.m.

Offner / Hicks – Motion passed unanimously





**Subject: Street Names – Harbor Hill**

**Proposed Council Action:**

**Approve the naming of the streets within the Olympic Property Group’s Harbor Hill Plats S-2 through S-6 as described.**

**Dept. Origin:** Building/Fire Safety  
**Prepared by:** P. Rice - Building Official *PR*  
**For Agenda of:** July 25, 2016  
**Exhibits:** Request Letter & Plat Map

**Concurred by Mayor:** *JG 7/18/16*  
**Approved by City Administrator:** *RW 7/19/16*  
**Approved as to form by City Atty:** *MA*  
**Approved by Finance Director:** *JP 7/19/16*  
**Approved by Department Head:** *ME 7/19/16*

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

**INFORMATION / BACKGROUND**

The residential plats of Harbor Hill Phase S-2 through S-6 are located to the South of Borgen Boulevard and East of Harbor Hill Drive. The developer has requested to name the streets within the development as:

**Athena Court, Apollo Way, Sawtooth Court, Moonlight Court, Rocky Peak Place, Sundial Lane**

The development is not within the “historic name area” and names are consistent with the development’s Olympic Peaks theme

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

Staff has reviewed the applicable codes and finds the proposed names of the ways of travel within the Harbor Hill Phase S-2 through S-6 Final Plats are appropriate and consistent with City requirements.

**FISCAL CONSIDERATION**

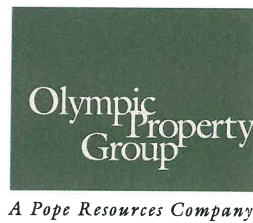
There is no fiscal impact to the City.

**BOARD OR COMMITTEE RECOMMENDATION**

N/A

**RECOMMENDATION / MOTION**

**Move to: Approve the naming of the streets within the Olympic Property Group’s Harbor Hill Phase S-2 through S-6 Final Plats as described.**



July 14, 2016

Paul Rice  
**City of Gig Harbor**  
3510 Grandview Street  
Gig Harbor, WA 98335

Re: Harbor Hill S-2 through S-6 Final Plat Street Names

Dear Paul:

As you recall the Council previously approved our use of names of Olympic Peaks for street names in Harbor Hill. When we received street name approval for the S-1 phase, we included at that time some of the names for phase S-2, including Brothers Court, Echo Rock Place, and Sentinel Drive. For our S-2 through S-6 phases we are submitting for consideration the following new street names:

- Athena Court
- Apollo Way
- Sawtooth Court
- Moonlight Court
- Rocky Peak Place
- Sundial Lane

Please see the attached Exhibit showing the streets and names requested. If you have any questions, or need any additional information, please contact me at 253-851-7009.

Sincerely,

A handwritten signature in blue ink that reads "John Chadwell".

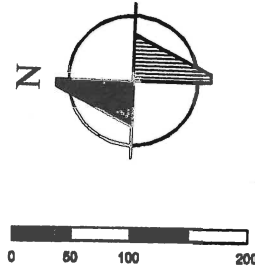
John Chadwell  
Vice President – Land Development  
**Olympic Property Group**  
*A Pope Resources Company*  
*In Gig Harbor since 1869*

Cc: Carl DiSimas  
Diane McBane  
Brian Hansen, Triad Associates

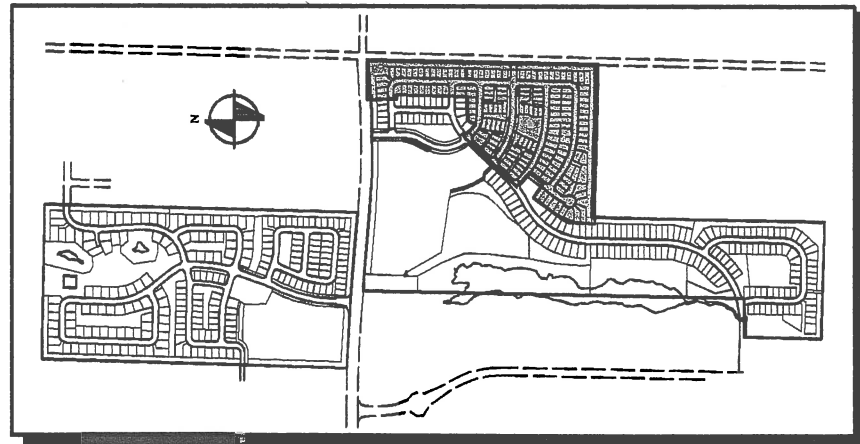
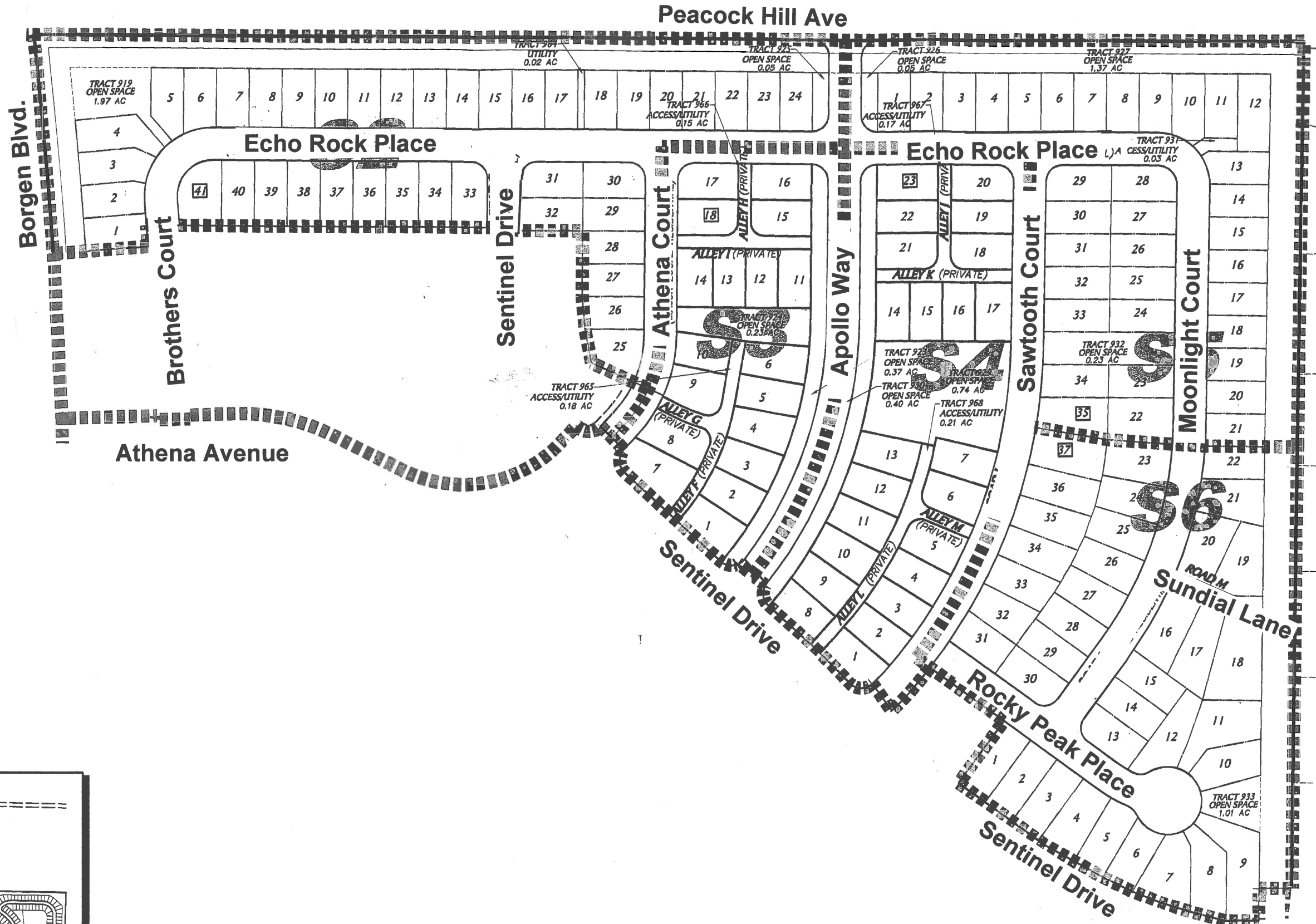
**HARBOR  
HILL**

— *Olympic Property Group* —  
5727 Baker Way NW, Suite 103, Gig Harbor, WA 98332  
(253) 851-7009 • www.harbor-hill.com • www.orm.com

**HARBOR  
HILL**



**HARBOR HILL**  
Love Where You Live — In Gig Harbor



**KEY MAP**  
NOT TO SCALE



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

**Subject:** Appointments to the Design Review Board.

**Proposed Council Action:** Move to Re-Appoint Darrin Filand and Appoint Jon Ashlock to the Design Review Board.

**Dept. Origin:** Administration

**Prepared by:** Shawna Wise <sup>SW</sup> for Boards and Candidate Review Committee

**For Agenda of:** July 25, 2016

**Exhibit:** Please refer to BCCR Minutes on Consent Agenda – Receive and File

Initial &  
Date

**Concurred by Mayor:**

**Approved by City Administrator:**

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

**Approved by Finance Director:**

**Approved by Department Head:**

JG 7-20-16  
RW 7/20/16  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

<b>Expenditure Required</b>	\$0	<b>Amount Budgeted</b>	\$0	<b>Appropriation Required</b>	\$0
-----------------------------	-----	------------------------	-----	-------------------------------	-----

**INFORMATION/BACKGROUND**

There are two positions on the Design Review Board that expire on July 31, 2016.

The committee interviewed five applicants for the positions – Jon Ashlock, John Ross, Gena Cruciani, Darrin Filand, and Paul Crow.

The committee recommends that Council re-appoint Darrin Filand and appoint Jon Ashlock to the Design Review Board.

**FISCAL CONSIDERATION**

None

**BOARD OR COMMITTEE RECOMMENDATION**

The committee voted 2-1 to re-appoint Darrin Filand and 3-0 to appoint Jon Ashlock.

**RECOMMENDATION/MOTION**

Move to: Re-appoint Darrin Filand and appoint Jon Ashlock to serve on the Design Review Board.



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

**Subject:** Welcome Plaza / Lift Station No. 4B Improvements Project – Consultant Contract Amendment and Materials Testing Contract

**Dept. Origin:** Public Works

**Proposed Council Action:**

1. Approve and authorize the Mayor to execute a Consultant Contract Amendment with Parametrix, Inc., in the amount of \$667,651.45 for construction support services and;
2. Approve and authorize the Mayor to execute a Professional Services Contract with Materials Testing and Consulting, Inc., in the amount of \$27,562.00 for special inspection services and materials testing.

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

**For Agenda of:** July 25, 2016

**Exhibits:** Consultant Contract Amendment, and Special Inspection Services and Materials Testing Contract

	Initial & Date
<b>Concurred by Mayor:</b>	SLS 7-19-16
<b>Approved by City Administrator:</b>	POW 7/19/16
<b>Approved as to form by City Atty:</b>	by email 7/18/16
<b>Approved by Finance Director:</b>	SP 7/19/16
<b>Approved by Department Head:</b>	7-19-16

<b>Expenditure Required</b>	\$695,213.45	<b>Amount Budgeted</b>	* See fiscal consideration below	<b>Appropriation Required</b>	\$ 0
-----------------------------	--------------	------------------------	----------------------------------	-------------------------------	------

**INFORMATION/BACKGROUND**

At the July 11, 2016 City Council meeting, Council authorized a Public Works Contract for the construction of the Welcome Plaza / Lift Station 4B Improvements Project with Stellar J Corporation.

This contract amendment with Parametrix will provide compensation for their necessary technical and engineering support to City staff, who will be the primary construction manager for this project. This is a highly complex and multifaceted project, and this contract amendment with Parametrix provides for their coordination with each of their numerous engineering and architectural sub consultants, whose combined efforts resulted in this project being construction ready.

Additionally, a component of the City's construction process requires the City to utilize the services of a qualified and certified material testing and inspection firm to provide the numerous special inspections and related work associated with the City's building department requirements.

**FISCAL CONSIDERATION**

As presented at the July 11 Council meeting, adequate funds exist with the wastewater utility to fund these expenditures.

**BOARD OR COMMITTEE RECOMMENDATION**

As previously summarized on the presentation to Council on July 11, staff has conducted numerous project public outreaches and kept the Public Works Committee and City Council apprised of the project design and architectural features and amenities as they have developed throughout all phases of this highly complex project.

**RECOMMENDATION/MOTION**

Approve and authorize the Mayor to:

1. Execute a Professional Services Contract with Parametrix, Inc., in the amount of \$667,651.45 for construction support services and;
2. Execute a Professional Services Contract with Materials Testing and Consulting, Inc., in the amount of \$27,562.00 for special inspection services and materials testing.

**SECOND AMENDMENT  
TO  
PROFESSIONAL SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
PARAMETRIX, INC.**

THIS SECOND AMENDMENT is made to that certain Professional Services Contract dated April 27, 2015, as amended (the "Agreement"), by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Parametrix, Inc., a corporation organized under the laws of the State of Washington (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in completing the Welcome Plaza / Lift Station 4B Improvements Project and desires to extend consultation services in connection with the project; and

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

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

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

**2. Payment.** Section 2(A) of the Agreement is amended to increase compensation to the Consultant for the work to be performed as described in **Exhibit A** in an amount not to exceed Six Hundred Sixty-seven Thousand Six Hundred Fifty-one Dollars and Forty-five Cents (\$667,651.45), as shown in **Exhibit B**, attached to this Amendment and incorporated herein.

**3. Duration of Work.** Section 3 of the Agreement is amended to extend the duration of this Agreement to March 1, 2018.

[Remainder of page intentionally left blank.]

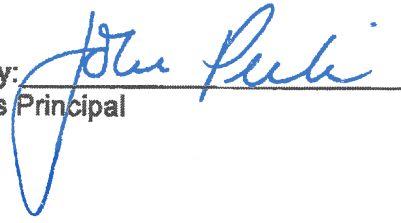
EXCEPT AS EXPRESSLY MODIFIED BY THIS AMENDMENT, ALL TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

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

OK  
JMS  
7/15/16

CONSULTANT

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



CITY OF GIG HARBOR

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

ATTEST:

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

APPROVED AS TO FORM:

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



## EXHIBIT A SCOPE OF WORK

### City of Gig Harbor Welcome Plaza/Lift Station 4B Construction Services

#### INTRODUCTION

Parametrix will provide support for the City of Gig Harbor (CITY) construction services and contract administration for the Welcome Plaza/Lift Station No. 4B provided in this Scope of Services. The project will involve construction support services of the Welcome Plaza/Lift Station No. 4B.

Phase 01 – Construction Support Services/Contract Administration

#### Task 01 – Construction Project Management

PARAMETRIX will provide general support with the oversight and management of the construction phase of the project. In conjunction with the CITY, PARAMETRIX will monitor the project and keep the CITY informed of the project status. PARAMETRIX will assist in tracking progress, in addition to identifying and proactively resolving issues. The PARAMETRIX project manager will work as an extension of CITY staff.

PARAMETRIX project manager for this project will provide:

- Project management of PARAMETRIX staff and services for this phase of the project;
- Construction management services and act as client liaison for the Project;
- Attend one project kick-off meeting with two PARAMETRIX staff attending along with the CITY and CITY staff to review the project, the expected outcome, establish lines of communication within the CITY, and establish and maintain an organizational structure for the construction administration of this project;
- Attend a pre-construction meeting consisting of CITY staff, the Contractor, and PARAMETRIX;
- Attend weekly project meetings at the construction site and any additional meetings as requested by the CITY Engineer;
- Assist the CITY with Monthly Reports addressing progress of the work including, but not limited to:
  - A summary of work completed;
  - Work to be completed in the next month;
  - Financial Summary that includes Budget Updates and Change Order Status; and
  - Summary of actual versus scheduled progress.
- Participate in the CITY led construction meetings to assist with providing a forum for and foster open communication between all parties (i.e., Contractor, CITY, and Design team) including taking and producing meeting notes, etc.;

- In conjunction with the CITY, coordinate changes in the contract and issue change orders to the Contractor. Change Orders will be approved by the CITY and Council. Force account procedures may be used if the CITY elects;
- Review Contractor's requests for contract change orders and make recommendations to the CITY;
- Review monthly progress pay estimates from the Contractor and recommend payment. The pay estimates will be based on measurements taken, weight tickets, neat line plan quantities, and invoices submitted by the Contractor, a review of the Contractor's progress schedule, and the observation of work performed by the Contractor. The pay estimate will be submitted to the CITY with the understanding that the work has progressed to the point indicated and to PARAMETRIX's knowledge, information, and belief that the quality of the work is in accordance with contract requirements and that the Contractor is entitled to payment in the amount shown in the pay estimate. Pay estimates will be submitted to the CITY for final review once per month during the contract period;
- Advise the CITY of the Contractor's progress schedules for conformance with the contract documents, and notify the CITY and the Contractor of deviations or noncompliance;
- Provide Contractor claim support to the CITY (limited to hours available in budgets);
- Assist in the preparation of correspondence to and from the Contractor and permitting agencies;
- Attend weekly construction meetings, assist the CITY as necessary, and provide meeting notes to all parties. It is anticipated that the meetings will be held at the project site and will be two hours in duration;
- Prepare a pre-final and final construction pay estimate for the project and close-out change order;
- Assist the CITY where necessary with set up of project and construction files and assist with maintaining the electronic files in accordance with the CITY filing standards.

### Assumptions

- The CITY's daily inspector will track quantities daily for all Pay Requests.
- Performance and Material Testing and Inspection will be contracted to the CITY. All oversight and coordination will be handled by the CITY.
- The CITY will provide a daily inspector for the project.
- The CITY will maintain all hard and electronic project files.
- It is assumed that the CITY will award this contract around the week of July 25, 2016.

### TASK 02 – Bid Assistance

PARAMETRIX will assist the CITY during bidding and award of the pre-construction phase of the project. Working in conjunction with the CITY, the following services will be provided:

- Participate in the bid walk scheduled for June 15, 2016.
- Assist CITY in contract award process.
- Assist the CITY to review and respond to questions that arise from potential bidders.
- Prepare all addenda (if needed).

### Assumptions

- PARAMETRIX will lead all pre-bid mandatory/non-mandatory meetings.

### Deliverables

- Review and provide responses to any pre-bid questions.
- Addenda (if needed).

### TASK 03 – Construction Observation

PARAMETRIX will assist the CITY when requested with monitoring the Contractor's work for general conformance with the requirements of the contract documents. The CITY will provide all staff necessary for daily observation and inspection and will do all daily reports and construction photographs for the project.

For this project task, PARAMETRIX will:

- Assist the CITY with on-site observations of the Contractor's work for the general conformance or non-conformance with the contract documents;

### Assumptions

- PARAMETRIX will fill in as daily inspector in the absence of the CITY'S inspector. Budget assumes 10 half days of daily inspection.
- The CITY will maintain inspector's daily reports (IDRs) summarizing the Contractor's work, working or non-working days, equipment used for the day, discussions with Contractor personnel, safety reports, and other pertinent information and data regarding the construction.
- PARAMETRIX is not responsible for the construction Contractor's safety programs, precautions, activities, or in activities.
- Daily observations/inspections will be led by the CITY'S Inspector.
- All daily reports and construction photos will be provided by the CITY'S Inspector. The CITY will provide daily reports and photos for the specific as-needed days.

### Deliverables

- All project documentation (i.e., submittals, RFI, work change directive, photos, daily reports, etc.) will be handled by the CITY.

### Phase 02 – Design Team Construction Services

#### Task 01, 02, and 03 PMX Design Team

This phase describes Parametrix Design team role and responsibilities for the bidding and construction phase. In summary, PARAMETRIX will render interpretations of the requirements of the contract documents properly requested by the Contractor and provide the CITY with copies of written communications that are submitted to the Contractor through the established lines of communication. PARAMETRIX will assist the CITY with the review, approval, or otherwise take action on the Contractor's submittals or requests for information including field questions, review shop drawings and other submittals which are all properly requested and submitted. PARAMETRIX will review documents for processing Contractor change orders including the Contractors cost

estimate for each requested change, analyze, and recommend disposition of the estimate from the Contractor for changes in the work.

To estimate our level of effort PARAMETRIX will:

- Following bidding, produce a CD with a Conformance Set of construction documents including contract documents, specifications, drawings and CAD Files;
- Assist CITY with up to twenty (20) total Field Directives (FD) or Work Change Directives (WCD). Provide review/concurrence of FD/WCD initiated and processed by the CITY;
- Review and respond up to eighty (80) total Contractor's submittals and shop drawings necessary for PARAMETRIX to verify that the proposed materials and other project components are in conformance with the design and intent of the Construction Contract Documents;
- Review and respond up to sixty (60) total Requests for Information (RFI), material substitutions, Bypass pumping plan, TESC plan or other documentation affecting project scope, or completion date;
- Attend a pre-construction meeting with the City and Contractor;
- Attend up to thirty (30) weekly project meetings at the construction site as requested by the City;
- Review Contractor's requests for change orders and make recommendation to the City;
- Conduct a substantial completion inspection, and formulate a final punch list of work items to be completed prior to final inspection;
- Perform a final punch list walk-thru with the CITY to verify that all outstanding work items are complete;
- Recommend project final acceptance to the CITY.

## Deliverables

The following will be submitted:

- Conformed Set of construction documents delivered on CD with PDF and word versions of the Contract documents and specifications. Drawing included in CADD and PDF of full size drawings;
- Electronic (PDF) of Parametrix responses to submittals, shop drawings, RFIs and project schedules;
- Electronic (PDF) and originals of all document requiring wet signatures for approval;
- All project documentation (i.e. submittals, RFIs, work change directive, photos, daily reports, etc.) will be submitted to the CITY for distribution to the Contractor, reproduction and retention;
- Punch lists and recommend substantial and final acceptance ;

## Assumptions

- Any certification provided by PARAMETRIX or its sub-consultants will only be based upon the facts known or provided to PARAMETRIX that they may reasonably rely and upon PARAMETRIX's reasonable professional opinion. PARAMETRIX can only provide a certification that the construction generally complies with the design intent and cannot guarantee or warranty the Contractors work. If the construction is not in general compliance, then no certification will be provided.
- Reproduce conformed construction Documents and Drawings for the project.

- Construction is assumed to be 253 working days with a set start date of September 6, 2016 and a final end date of May 24, 2016.
- The CITY will maintain all hard copy construction and project filing.
- Parametrix staff representing individual disciplines consisting of: Civil, Mechanical, and Structural will attend on-site meetings as appropriate and as requested by the City. A total of four on-site meetings per schedule of work (1 meeting per staff person) up to 4 hours per meeting.
- Responses to RFIs will not require CADD Operator labor unless final plans have errors and omissions requiring corrections.
- For the Conformance Set, 1 digital copy of the contract documents, specifications, and drawings will be provided.

#### **TASK 04 – Architectural (Brett Marlow Designs)**

##### **Bid/Addendum**

- Clarification and preparation

##### **Construction Administration**

- Site visits (1x per month)
- Document with AIA field notes

##### **Final Occupancy**

- Site visit/meeting (6 meetings)
- Punchlist documentation
- Architectural letter verifying conformance with project documents

#### **TASK 05 – Electrical (Richard Sample Engineering)**

##### **Bid/Addendum**

- Respond to bidder questions
- Develop addendum documentation

##### **Construction Management Services**

- Preconstruction meeting participation via conference call
- Submittal review, Change orders, RFI responses
- Coordination with Parametrix, on site inspector and contractor
- 50% construction inspection, checklist and report
- Final Inspection and startup, checklist and punchlist
- Review contractor O&M manual

##### **Record Drawings and O&M Manuals (Captured under Phase 03 in the budget)**

- As built electrical, power and signal C&C

## TASK 06 – Integration/Automation (AIA)

### Bid/Addendum

- 

### Construction Management Services

- Submittal review, Change orders, RFI responses
- Coordination with Parametrix, and contractor
- 90% construction inspection, checklist and report
- Final Inspection and startup, checklist and punchlist
- Review contractor O&M manual

### Record Drawings and O&M Manuals (Captured in Phase 03 in the budget)

- Provide As built

## TASK 07 – Landscape Architecture (Nakano)

### Bid/Addendum

- Attend a Pre-Bid conference
- Prepare addendum as necessary

### Construction Management Services

- Provide AutoCAD plans for contractor
- Attend preconstruction meeting
- Review submittals
- Respond to RFIs
- Site observation (including 6 site reports)
- Final inspection and punchlist preparation

### Record Drawings and O&M Manuals (Captured in Phase 03 of the budget)

- Provide record drawings and 2 year warranty walkthrough with a one year check-in walk through.

## TASK 08 – GeoTechnical (HWA)

### Bid/Addendum

- Respond to questions from Bidders (Assume 2 responses)
- Prepare plot with Groundwater Data for Addendum
- Provide geotechnical input for Addenda (Assume 1 addendum)

### Construction Management Services

- Attend Project, Shoring, and Pile Driving Preconstruction Meetings (Assume 3 at 4 hours per meeting.)
- Respond to approximately 10 Contractor Submittals and RFIs over the course of the project (at 2 hrs per RFI/Submittal).
- Provide full-time inspection for the restroom piles (8 days at 11 hrs per day including completion of daily field reports).
- Verify suitable subgrade for wet well foundation (2 site visits at 8 hrs each including completion of daily field reports).

- Provide limited construction inspection for geotech related issues (8 visits at 6 hrs each over the course of the project)
- Prepare Final Inspection Report for Project
- Project management for our Construction Services tasks (about 10% of total direct labor fee)

#### TASK 09 – Cultural Resources (CRC)

Provide archaeological monitoring for the City of Gig Harbor

- CRC will require a minimum of 2-weeks' notice prior to beginning of monitoring. CRC will monitor during construction excavation and, as requested, with 72 hours' notice. If project schedules change, CRC requests 48 hours' notice for scheduling modifications.

#### Project Assumptions

- CRC will prepare an Archaeological Monitoring Plan
- CRC will provide on-site archaeological monitoring orientation for construction crew.
- Field Monitoring
- Archaeological Monitoring Technical Memorandum
- If human remains are found within the project area, all CRC field investigations will cease immediately,
- Proper authorities will be notified and CRC will not resume field investigations until applicable state laws are addressed.
- This scope assumes that no meetings with clients and/or stakeholders will be required.
- Excavation for construction is scheduled to begin September 6, 2016.

#### TASK 10 – J4 Engineering Group (Jesse Nielson/Mechanical)

##### Bid/Addendum

- Develop the following components of the preconstruction package:
  - Develop Interim Operation Plan per WAC-240-070.
  - Develop a Project Description and Written Assurance per WAC 173-240-030 (5)
  - Overflow and Bypass Plan

##### Assumptions:

The following assumptions apply to this task:

- The Construction Quality Assurance will be prepared by Parametrix and reviewed by J4.
- The Overflow and Bypass plan will be provided by the Contractor. J4 will review contractor submittal. Assumes timely submittal by Contractor.
- Assumes two submittals: one Draft/Final to be submitted to the Project Manager for review and one Final to be submitted to ECY. All submittals will be in pdf format.
- Assumes minimal comments and revisions requested by Project Manager.
- The O&M Manual and Declaration of Construction Completion are not required as part of this scope.

##### Deliverables

The following deliverables will be provided:

- Preconstruction package to be submitted to Project Manager and ECY

### Construction Management Services

- Review submittals
- Respond to RFI's
- Provide recommendations regarding field directives, change orders, addendums, pay requests, etc.
- Work with Parametrix to provide corrective actions to minimize potential delays and financial impacts to the project.
- Provide Parametrix with frequent communications regarding project status.
- Attend specific project meetings / site visits as directed by the Project Manager.

### Assumptions

The following assumptions apply to this task:

- Construction Services will be provided through bidding (current) and the construction period (ends Memorial Day 2017).
- Labor will be tracked under this task in the following categories and will be billed at the rates provided below:
  - Estimated labor for the review of submittals and shop drawings is 40 hrs for both initial submittals and resubmittals.
  - Estimated labor for the response and coordinating of RFI, RFC, and Field Directives is 16 hours.
  - Estimated labor for the coordination of developing conformed construction drawings is 16 hours.
  - Assumes two onsite construction meetings.

### Deliverables

The following deliverables will be provided:

- Routine correspondence, budget updates, status reports on progress of work by J4.
- Participation in Owner and Team meetings as directed by the Project Manager to assist with providing a forum for and foster open communication between all parties (i.e., Contractor, City, and Design team) for project assignments.
- Provide support to contractor claims and resolutions as requested by the Project Manager.
- Provide project construction services as directed by the Project Manager.

### TASK 11 – Parametrix Direct Expenses

Reimbursable expenses will include:

- Fees for reprographics services/printing costs, postage and mailing, subconsultant/vendor services;
- Mileage at the current IRS rate, recording fees.

### Phase 03 – Record Drawings

- Prepare "Record Drawings" that revise the original construction drawing incorporating changes made during construction and reflecting the information provided by the Contractor; PARAMETRIX will rely on the information provided by others to complete the Record Drawings. The Record Drawings will be provided in PDF file format and signed by an Engineer or Surveyor licensed in the State of Washington;



## Deliverables

The following deliverables will be provided:

- Specific deliverables will be determined by the Project Manager on an as-needed basis.
- Record Drawings (deliver one full size bound and on CD including CADD files, all Digital Terrain Model files, and PDFs of full size).

## Phase 04 – Management Reserve Fund

Contingency work and the use of the Management Reserve Funds (MRF) will be at the direction of the CITY, but only to the extent of the available funds. Contingency work may include work items listed above as excluded work and/or additional work due to project delays (based on attached Schedule) or contract extensions. Contingency work done by PARAMETRIX will be done at the same rates and costs approved for this project.

The estimated fees provided were determined on a cost plus time and material basis and will not be exceeded without written authorization by the CITY. A detailed breakdown of costs is provided in the attached.

## ASSUMPTIONS AND CONDITIONS

- This Scope of Services and associated fee schedule are based on the assumption that PARAMETRIX will provide construction observation services for the above stated project on a time and material basis. The Scope of Services and associated fee schedule for Project Management, Construction Administration and Documentation, and Construction Observation is based on a time and materials not to exceed budget (see estimated effort attached). Work beyond that time has not been included in the costs for this Scope of Services and would be considered additional or extra work. If the project is delayed, the Contractor works more than 8 hours a day, the Contractor works on unworkable or non-working days, or the project's working days exceed this time, then the effort needed to provide construction services by PARAMETRIX will need to be increased. The CITY and PARAMETRIX will work closely to optimize this additional-required level of effort by PARAMETRIX.
- Normal working day and night work hours shall be in accordance (Monday through Friday 7:00 AM – 4:00 PM). Saturday, Sunday, and holidays, plus nighttime work may be required at the request of the City and for work performed on those days, reimbursement shall be in accordance with the hourly rates contained within this proposal.
- PARAMETRIX shall not be responsible for the Contractor's construction means, methods, techniques, sequences or procedures, or safety precautions and programs except as otherwise provided in this Scope of Services. PARAMETRIX shall not be responsible for the Contractor's failure to carry out the work in accordance with the contract documents. PARAMETRIX will endeavor to identify and guard the City against defects and deficiencies in the work of the Contractor, but it is understood that PARAMETRIX does not and cannot guarantee the performance of the Contractor.
- PARAMETRIX will advise the City of identified work that does not conform to the contract documents. When considered necessary or advisable to determine the proper implementation of the intent of the contract documents, PARAMETRIX will advise the CITY of the need for special inspection, testing of any work, or direct CITY participation in the inspection work. PARAMETRIX may authorize, subject to the prior approval of the City, such special testing or inspection in accordance with the provisions of the contract documents whether or not such work be then fabricated, installed, or completed.
- PARAMETRIX has prepared this Scope of Services and related cost spreadsheet with the assumption that a competent Contractor is selected by the CITY for the project.

**EXHIBIT B**

**City of Gig Harbor  
Welcome Plaza/Lift Station 4B Construction Services**

**Parametrix Project Summary**

PHASE	TASK	Description	Labor	Expenses	Subtotal	Sub Mark up 8%	Contract Total
<b>01</b>		<b>Project Management &amp; Permitting</b>	<b>\$233,606.75</b>	<b>\$0.00</b>	<b>\$233,606.75</b>	<b>\$0.00</b>	<b>\$233,606.75</b>
	1	Proj Mgmt./CM	\$196,001.75		\$196,001.75		\$196,001.75
	2	Bid Assistance	\$29,595.00		\$29,595.00		\$29,595.00
	3	Construction Observation	\$8,010.00		\$8,010.00		\$8,010.00
	4	Warranty					
<b>02</b>		<b>Design Bid/Construction Services/ Record Dwgs/Warranty</b>	<b>\$288,450.50</b>	<b>\$15,933.20</b>	<b>\$314,187.70</b>	<b>\$17,823.68</b>	<b>\$332,011.38</b>
	1	Mechanical - PMX	\$16,090.00		\$16,090.00		\$16,090.00
	2	Civil - PMX	\$29,530.00		\$29,530.00		\$29,530.00
	3	Structural - PMX	\$35,750.00		\$35,750.00		\$35,750.00
	4	Architectual - Brett Marlow	\$39,600.00	\$0.00	\$39,600.00	\$3,168.00	\$42,768.00
	5	Electrical - Richard Sample	\$64,115.00	\$0.00	\$64,115.00	\$5,129.20	\$69,244.20
	6	Integration/Automation - AIA	\$14,300.00	\$420.00	\$14,720.00	\$1,177.60	\$15,897.60
	7	Landscape - Nakano	\$21,175.00	\$550.00	\$21,725.00	\$1,738.00	\$23,463.00
	8	GeoTechnical - HWA	\$33,262.00	\$920.00	\$34,182.00	\$2,734.56	\$36,916.56
	9	Cultural Resources - CRC	\$13,988.50	\$1,011.50	\$15,000.00	\$1,200.00	\$16,200.00
	10	Mechanical- J4 Engineering Group	\$20,640.00	\$3,010.00	\$33,454.00	\$2,676.32	\$36,130.32
	11	PMX Direct Expenses		\$10,021.70	\$10,021.70		\$10,021.70
<b>03</b>		<b>Record Drawings</b>	<b>\$19,080.00</b>	<b>\$29,099.00</b>	<b>\$48,179.00</b>	<b>\$3,854.32</b>	<b>\$52,033.32</b>
	1	Record Drawings	\$19,080.00	\$29,099.00	\$48,179.00	\$3,854.32	\$52,033.32
<b>04</b>		<b>Management Reserve Balance</b>	<b>\$50,000.00</b>	<b>\$0.00</b>	<b>\$50,000.00</b>	<b>\$0.00</b>	<b>\$50,000.00</b>
	1	Contingency	\$50,000.00				\$0.00
<b>PROJECT TOTALS</b>			<b>\$591,137.25</b>	<b>\$45,032.20</b>	<b>\$645,973.45</b>	<b>\$21,678.00</b>	<b>\$667,651.45</b>

City of Gig Harbor Lift Station 4B Construction				Shannon Thompson	Shannon Ihlen	James Dugan	Joel Linke, PE	David Dinkun, PE	Steve Wagner, PE, SE							
				Project Mgr	Sr. Project Controls	Principal in Charge	Mechanical Engineer	Site Civil Engineer	Structural Engineer	CADD/ Designer IV	CADD/ Designer	Sr Project Acct	Publications Specialist II			
Burdened Rates:				\$171.50	\$115.00	\$185.00	\$145	\$185.00	\$190.00	\$145.00	\$120.00	\$95.00	\$95.00			
Phase	Task	Subtask	Description	Labor Dollars	Labor Hrs											
	1		Project Management	\$233,606.75	1521.8	852.00	634	11.75	0	0	0	0	0	0	0	24
		1	Project Management	\$196,001.75	1,328	752	564	11.75								
		2	Bid Assistance/Addendum	\$29,595.00	144	60	60									24
		3	Construction Observation	\$8,010.00	50	40	10									
	2		DESIGN CONSTRUCTION ADMINISTRATION	\$81,370.00	458	180	0	0	40	104	134	0	0	0	0	0
		1	Mechanical	\$16,090.00	100	60	0	0	40	0	0	0	0	0	0	0
		1	Bid/Addendum	\$11,450.00	68	60			8							
		2	CM Services	\$4,640.00	32				32							
		2	Civil	\$29,530.00	164	60	0	0	0	104	0	0	0	0	0	0
		1	Bid/Addendum	\$14,730.00	84	60			24							
		2	CM Services	\$14,800.00	80				80							
		3	Structural	\$35,750.00	194	60	0	0	0	134	0	0	0	0	0	0
		1	Bid/Addendum	\$14,850.00	84	60			24							
		2	CM Services	\$20,900.00	110				110							
			Record Drawings & O&M Manuals	\$19,080.00	124	0	0	0	24	20	48	0	0	0	0	12
		1	Mechanical	\$6,180.00	44				24		16					4
		2	Civil	\$6,400.00	40				20		16					4
		3	Structural	\$6,500.00	40					20	16					4
			<b>Labor</b>	<b>\$334,056.75</b>												
			PMX Design Expenses													
	11		Direct Expenses													
			3% of labor	\$10,021.70												

City of Gig Harbor Lift Station 4B Construction					Shannon Thompson	Shannon Ihlen	James Dugan	Joel Links, PE	David Dinkun, PE	Steve Wagner, PE, SE			Shari Morgan	
					Project Mgr	Sr. Project Controls	Principal in Charge	Mechanical Engineer	Site Civil Engineer	Structural Engineer	CADD/Designer IV	CADD/Designer	Sr Project Acct	Publications Specialist II
Burdened Rates:					\$171.50	\$115.00	\$185.00	\$145	\$185.00	\$190.00	\$145.00	\$120.00	\$95.00	\$95.00
Phase	Task	Subtask	Description	Labor Dollars	Labor Hrs									
				Expenses	\$10,021.70									
				TOTAL BUDGET	\$344,078.45									

City of Gig Harbor Lift Station 4B Construction ARCHITECTURE (Brett Marlo Designs & David Fisher, Fisher Architects)					Bret Marlow	David	Brandon	Erik
					Project Mgr	Arch 1	Drafting	Const CC Estimator
Burdened Rates:					\$150.00	\$110.00	\$50.00	\$50.00
Phase	Task	Subtask	Description	Labor Dollars	Labor Hrs			
2			Bid/Construction Services/Record Dwgs					
	4		Architecture	\$39,600.00	264	264	0	0
		1	Bid/Addendum	\$3,600.00	24	24		
		2	CM Services	\$36,000.00	240	240		
				\$0.00	0			
3			Record Drawings	\$4,800.00				
			Record Drawings	\$4,800.00	32	32		

Labor \$44,400.00

Expenses			
			Copying
			Mileage

Expenses \$0.00

TOTAL BUDGET \$44,400.00

City of Gig Harbor Lift Station 4B Construction ELECTRICAL (Richard Sample Engineering)									
						Engineer	Drafting		
Burdened Rates:						\$145.00	\$95.00	\$25.00	
Phase	Task	Subtask	Description	Labor Dollars	Labor Hrs				
2			Bid/Construction Service						
	5		Electrical	\$64,115.00	477	376	101	0	0
		1	Bid/Addendum	\$4,640.00	32	32			
		2	CM Services	\$35,395.00	251	231	20		
		3	Additional design Services	\$24,080.00	194	113	81		
3			Record Drawings/OM	\$11,710.00	98	48	50	0	0
		1	Record drawings	\$11,710.00	98	48	50		

Labor \$75,825.00

Expenses			
		Copying	
		Mileage	

Expenses \$0.00

TOTAL BUDGET \$75,825.00

City of Gig Harbor Lift Station 4B Construction Integration/Automation (AIA)						Engineer	Design		
						Burdened Rates:	\$130.00	\$95.00	
Phase	Task	Subtask	Description	Labor Dollars	Labor Hrs				
2			<b>Bid/Construction Service</b>						
	6		<i>Programming</i>	\$14,300.00	110	110	0	0	
		1	<i>Bid/Addendum</i>	\$0.00	0				
		2	<i>CM Services</i>	\$14,300.00	110	110			
		3	<i>Additional design Services</i>	\$0.00	0				
3			<b>Record Drawings/OM</b>	\$2,240.00	21	7	14	0	
		1	<i>Record Drawings/OM</i>	\$2,240.00	21	7	14		

Labor \$16,540.00

Expenses		
	<i>Copying</i>	
	<i>Mileage</i>	\$420.00
	<i>Accucom Application Licensing Fee</i>	\$0.00
	<i>Accucom Coordination Srv</i>	\$0.00
	<i>Accucom Path Study Service</i>	\$0.00
	<b>Expenses</b>	<b>\$420.00</b>

TOTAL BUDGET \$16,960.00



City of Gig Harbor Lift Station 4B Construction Landscape Architecture (Nakano)									
						Principal	Sr. Associate		
						Burdened Rates:			
						\$145.00	\$100.00		
Phase	Task	Subtask	Description	Labor Dollars	Labor Hrs				
2			<b>Bid/Construction Services</b>						
	7		<i>Landscape Architecture</i>	<b>\$21,175.00</b>	<b>196</b>	<b>35</b>	<b>161</b>	<b>0</b>	<b>0</b>
		1	<i>Bid/Addendum</i>	<i>\$2,180.00</i>	<i>20</i>	<i>4</i>	<i>16</i>		
		2	<i>CM Services</i>	<i>\$12,030.00</i>	<i>114</i>	<i>14</i>	<i>100</i>		
		3	<i>Additional design Services</i>	<i>\$6,965.00</i>	<i>62</i>	<i>17</i>	<i>45</i>		
3			<b>Record Drawings</b>	<b>\$545.00</b>	<b>5</b>	<b>1</b>	<b>4</b>	<b>0</b>	<b>0</b>
		1	<i>Record Drawings</i>	<i>\$545.00</i>	<i>5</i>	<i>1</i>	<i>4</i>		

Labor \$21,720.00

Expenses			
			<i>Expenses Reproduction and Travel</i>
			\$550.00

Expenses \$550.00

TOTAL BUDGET \$22,270.00

City of Gig Harbor Lift Station 4B Construction GEOTECHNICAL (HWA)									
					Principal	Proj Mgr	Hydro Geol	Proj Engineer	
					Burdened Rates:	\$250.00	\$140.00	\$80.00	\$105.00
Phase	Task	Subtask	Description	Labor Dollars	Labor Hrs				
2			Bid/Construction Services						
	8		GeoTechnical	\$33,262.00	258	2	170	0	84
		1	Bid/Addendum	\$2,380.00	18		14		4
		2	CM Services	\$30,740.00	240	2	156		80
				\$0.00	0				

Labor \$33,262.00

Expenses		
	Lab Testing	\$0.00
	Mileage, Copying & Misc. field supplies	\$920.00
	Subcontractor Drilling and locator	\$0.00
	<b>Expenses</b>	<b>\$920.00</b>

TOTAL BUDGET \$34,182.00

City of Gig Harbor Lift Station 4B Construction Cultural Resources (CRC)									
						Principal	Project Archaeologist I	Project Archaeologist II	Office Manager
Burdened Rates:						\$115.00	\$89.68	\$72.45	\$82.54
Phase	Task	Subtask	Description	Labor Dollars	Labor Hrs				
2			Bid/Construction Services	\$13,988.50	174	4	68	98	4
	9		Archeological Monitoring	\$0.00	0				
		1	Bid/Addendum	\$0.00	0				
		2	CM Services	\$13,988.50	174	4	68	98	4
		3	Additional design Services	\$0.00	0				

Labor \$13,988.50

Expenses			
		Lab Testing	\$50.00
		Mileage, Copying & Misc. field supplies	\$961.50
		Subcontractor Drilling and locator	\$0.00

Expenses \$1,011.50

TOTAL BUDGET \$15,000.00

City of Gig Harbor Lift Station 4B Construction J4 Engineering Group									
						Jesse Neilson			
						Burdened Rates:			
						\$172.00			
Phase	Task	Subtask	Description	Labor Dollars	Labor Hrs				
2			Bid/Construction Services	\$20,640.00	177	177	0	0	0
	9		Mechanical	\$0.00	0				
		1	Bid/Addendum	\$0.00	0				
		2	CM Services	\$20,640.00	120	120			
3			Record Drawings/OM	\$9,804.00	57				
		1	Record Drawings/OM	\$9,804.00	57	57			

Labor \$30,444.00

Expenses			
			Travel (Assumed 2 onsite trips)
			\$3,010.00

Expenses \$3,010.00

TOTAL BUDGET \$33,454.00

**PROFESSIONAL SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
MATERIALS TESTING & CONSULTING, INC.**

---

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

**RECITALS**

WHEREAS, the City is presently engaged in the Welcome Plaza and Lift Station 4B Improvements Project and desires that the Consultant perform services necessary to provide the following consultation services; and

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work including any addenda thereto as of the effective date of this Agreement, all of which are attached hereto as **Exhibit A – Scope of Work and Schedule of Rates and Estimated Hours**, 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 Twenty-seven Thousand Five Hundred Sixty-two Dollars and Zero Cents (\$27,562.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit A**. 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, 2017; provided however, that additional time shall be granted by the City for excusable days or extra work.

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

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

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

7. **Indemnification.**

A. The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers, harmless from any and all claims, injuries, damages, losses or suits including attorneys fees, arising out of or resulting from the acts, errors or omissions

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

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

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

## 8. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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



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

**14. Resolution of Disputes and Governing Law.**

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

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

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

CONSULTANT:  
Materials Testing & Consulting, Inc.  
ATTN: Deane Ramsdell  
2118 Black Lake Blvd SW  
Olympia, WA 98512  
(360) 534-9777

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

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

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

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

CONSULTANT

CITY OF GIG HARBOR

By: *Jim Macke*  
Its: S.W. Region G.M.

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

ATTEST:

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

APPROVED AS TO FORM:

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

# Materials Testing & Consulting, Inc.

Geotechnical Engineering & Consulting • Special Inspection • Materials Testing • Environmental Consulting



June 30, 2016

George Flanigan  
Construction Supervisor  
**City of Gig Harbor**  
3510 Grandview Street  
Gig Harbor, WA 98335

Direct Line (253) 853-7695  
Cell Phone (253) 377-6165  
[flanigan@cityofgigharbor.net](mailto:flanigan@cityofgigharbor.net)

## **RE: Welcome Plaza and Lift Station Improvements Special Inspections and Material Testing Proposal**

Dear George:

Materials Testing & Consulting, Inc. (MTC) thanks you for the opportunity, and respectfully submits the following proposal to provide materials testing and special inspection services during construction of the above-referenced project. All services will be provided on a time and materials basis. Although dependent on the actual construction schedule and sequencing, ***MTC will only bill for actual work performed, regardless of the amounts estimated.*** Our project manager will review weekly budget status reports, and invoices will be sent on a monthly basis. No work will be performed beyond the scope and cost estimate without your prior authorization.

Each of MTC's laboratories are regularly audited by the American Association for Laboratory Accreditation (A2LA) as well as the Washington Association of Building Officials (WABO). We are specifically recognized to meet the requirements of ASTM C1077, D3666, D3740, E329, and AASHTO R-18 standards for agencies engaged in construction materials testing. Our proposed inspection team includes WABO certified senior special inspectors with decades of collective experience and together have worked on thousands of projects throughout the Northwest totaling over \$4 Billion in construction costs.

In order to provide cost reductions and more efficiency to your project, and to reduce our global footprint, MTC provides the advantage of electronic reporting, distribution, and storage of all the inspection reports produced for your project(s) through our secure, online system called the Digital Paper Route (DPR). The DPR is an online report distribution and project management tool which not only enables full-time, web-based access to all of our testing and inspection reports, but also provides daily updates of the project budget allowing our clients to review both overall contract amounts and "drill down" within a project to further evaluate specific inspection or lab tasks. The DPR service is provided free of charge to all our clients and their appointed project team. Additional information and further illustration of this service is included in this proposal.

In closing, our experienced inspection staff will ensure the highest level of quality is brought to your project. We believe that our local staff and vast experience on projects of similar size and scope make MTC the clear team member of choice for this project. We look forward to working with you.

Respectfully Submitted,

Deane Ramsdell  
Senior Project Manager

Attachment(s): Bid Form, Bid Assumptions,

**Corporate • 777 Chrysler Drive • Burlington, WA 98233 • Phone 360.755.1990 • Fax 360.755.1980**  
**SW Region • 2118 Black Lake Blvd. S.W. • Olympia, WA 98512 • Phone 360.534.9777 • Fax 360.534.9779**  
**NW Region • 805 Dupont St, Suite 5 • Bellingham, WA 98226 • Phone 360.647.6061 • Fax 360.647.8111**  
**Kitsap Region • 5451 N.W. Newberry Hill Road, Suite 101 • Silverdale, WA 98383 • Phone/Fax 360.698.6787**

EXHIBIT A - SCOPE OF WORK AND  
SCHEDULE OF RATES AND ESTIMATED HOURS

# Materials Testing & Consulting, Inc.

Geotechnical Engineering & Consulting • Materials Testing • Special Inspection • Environmental Consulting



**Project Name - Welcome Plaza and Lift Station Improvements**

**Project Location - Harborview Drive and Rosedale St. NW, Gig Harbor, WA**

**Bid Form Estimate for Services**

**Prepared: 6-29-2016**

<b>(01) Earthwork &amp; Asphalt Services</b>					
<b>Item</b>	<b>Visits</b>	<b>Unit</b>	<b>Quantity</b>	<b>Rate</b>	<b>Total</b>
IPD-S - Structural Fill Compaction	7	Hour	35	\$ 56.00	\$ 1,960.00
IPD-S - Utility Trench Compaction	8	Hour	40	\$ 56.00	\$ 2,240.00
IPD-S - Site Subgrade & Rock Course Compaction(CSTC, CSBC) include temp ADA path	7	Hour	35	\$ 56.00	\$ 1,960.00
IPD-A - Asphalt Paving	3	Hour	24	\$ 56.00	\$ 1,344.00
<b>Subtotal - Earthwork &amp; Asphalt Services:</b>					<b>\$ 7,504.00</b>
<b>(02) Laboratory Testing for Earthwork &amp; Asphalt</b>					
<b>Item</b>		<b>Unit</b>	<b>Quantity</b>	<b>Rate</b>	<b>Total</b>
Moisture Density Relationship/Proctor with Sieve		Each	4	\$ 235.00	\$ 940.00
Sieve Analysis with #200 Wash/Combined Gradation		Each	2	\$ 95.00	\$ 190.00
Sand Equivalent		Each	2	\$ 80.00	\$ 160.00
Fracture Percentage		Each	1	\$ 50.00	\$ 50.00
Uncompacted Void Content		Each	1	\$ 90.00	\$ 90.00
Asphalt Extraction with Gradation		Each	3	\$ 225.00	\$ 675.00
Rice Density		Each	3	\$ 75.00	\$ 225.00
<b>Subtotal - Laboratory for Earthwork &amp; Asphalt:</b>					<b>\$ 2,330.00</b>
<b>(03) Special &amp; Construction Inspection</b>					
<b>Item</b>	<b>Visits</b>	<b>Unit</b>	<b>Quantity</b>	<b>Rate</b>	<b>Total</b>
RC - Footings & Grade Beams and Pile Caps	6	Hour	36	\$ 56.00	\$ 2,016.00
RC - Slabs on Grade including under pavers and HCP grouting	5	Hour	35	\$ 56.00	\$ 1,960.00
RC - Site Concrete, Seating, Stairways, Sidewalks, Pipe HD Slab	7	Hour	42	\$ 56.00	\$ 2,352.00
SM - Structural Masonry	12	Hour	60	\$ 56.00	\$ 3,360.00
SS - CWI - Fabrication Shop Inspections (within 50 miles)	3	Hour	18	\$ 70.00	\$ 1,260.00
SS - Field Erection & Site Welding and Bolting - Visual	3	Hour	15	\$ 70.00	\$ 1,050.00
PA - Proprietary Anchors, Epoxy or Expansion	3	Hour	15	\$ 56.00	\$ 840.00
<b>Subtotal - Special &amp; Construction Inspection:</b>					<b>\$ 12,838.00</b>
<b>(04) Laboratory Testing - Special &amp; Construction Inspection</b>					
<b>Item</b>		<b>Unit</b>	<b>Quantity</b>	<b>Rate</b>	<b>Total</b>
Concrete Compression Test Cylinders - 4" x 8" - Sets of 5		Each	105	\$ 22.00	\$ 2,310.00
Grout Compressive Strength Test - 2x2 Cube Baseplates and Hollow Core Planks		Each	10	\$ 22.00	\$ 220.00
Masonry Prism Compression Test ( in lieu of Grout and Mortar) Code compliant, more representative and less expensive		Each	6	\$ 100.00	\$ 600.00
Relative Humidity Probes (if necessary to determine humidity for application of waterproofing membrane) concrete to be 75 deg and 50% humidity minimum during cure, temp probes are programmable and \$50.00 each( would only need 1)	TBD	Each		\$ 15.00	\$ -
<b>Subtotal - Special &amp; Construction Inspection:</b>					<b>\$ 3,130.00</b>
<b>(11) Non-Destructive Testing</b>					
<b>Item</b>	<b>Visits</b>	<b>Unit</b>	<b>Quantity</b>	<b>Rate</b>	<b>Total</b>
Structural Steel Non-Destructive Testing - UT for fab shop	1	Hour	4	\$ 80.00	\$ 320.00
<b>Subtotal - Non-Destructive Testing:</b>					<b>\$ 320.00</b>
<b>(30) Project Management &amp; Consulting Services</b>					
<b>Item</b>	<b>Visits</b>	<b>Unit</b>	<b>Quantity</b>	<b>Rate</b>	<b>Total</b>
Project Manager		Hour	18	\$ 80.00	\$ 1,440.00
<b>Subtotal - Project Management &amp; Consulting Services:</b>					<b>\$ 1,440.00</b>
<b>Budget Estimate for Services - Total:</b>					<b>\$ 27,562.00</b>



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

**Subject:** Ancich Waterfront Park – Legal Descriptions and Exhibits for Boundary Line Adjustment Application

**Proposed Council Action:** Authorize the Mayor to execute a Professional Services Contract Amendment #1 with Baseline Engineering, Inc., in an amount not exceed \$1,200.00.

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

**Prepared by:** Emily Appleton  
Senior Engineer

**For Agenda of:** July 25, 2016

**Exhibits:** Professional Services Contract and Exhibits

**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 7-15-16

Ron W 7/15/16

Per email 7/14/2016

JP 7/15/16

7/15/16

<b>Expenditure Required</b>	\$1,200.00	<b>Amount Budgeted</b>	\$1,700,000	<b>Appropriation Required</b>	\$0
-----------------------------	------------	------------------------	-------------	-------------------------------	-----

### INFORMATION/BACKGROUND

The Ancich Upland Park project is currently under development by the City. The park property consists of three separate parcels that need to be combined into a single parcel prior to approval of City-issued project permits, due to internal property line setback requirements. In order to proceed with project permitting and as per the direction of the Planning Department, the City needs additional professional services assistance to prepare legal descriptions and exhibits required for inclusion in the Boundary Line Adjustment application submittal. Baseline Engineering, Inc., has done survey work on the site previously. Because of this, the firm has background information that makes the work under this contract consistent and streamlined.

### FISCAL CONSIDERATION

This project is included in the City of Gig Harbor 2015/2016 Budget and is currently under development. The budget includes sufficient funds to award this contract.

### BOARD OR COMMITTEE RECOMMENDATION

None.

### RECOMMENDATION/MOTION

Authorize the Mayor to execute a Professional Services Contract Amendment #1 with Baseline Engineering, Inc., in an amount not exceed \$1,200.00

**FIRST AMENDMENT  
TO  
PROFESSIONAL SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
BASELINE ENGINEERING, INC.**

THIS FIRST AMENDMENT is made to that certain Professional Services Contract dated May 23, 2016 (the "Agreement"), by and between the City of Gig Harbor, a Washington municipal corporation (hereafter the "City"), and Baseline Engineering, Inc., a corporation organized under the laws of the State of Washington (hereafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in completing a Legal Description of Ancich Park Parcels and desires to extend consultation services in connection with the project; and

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

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

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

**2. Payment.** Section 2(A) of the Agreement is amended to increase compensation to the Consultant for the work to be performed as described in **Exhibit A** in an amount not to exceed One Thousand Two Hundred Dollars and Zero Cents (\$ 1,200.00), attached to this Amendment and incorporated herein.

**3. Duration of Work.** Section 3 of the Agreement is amended to extend the duration of this Agreement to March 31, 2017.

[Remainder of page intentionally left blank.]

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

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

CONSULTANT

CITY OF GIG HARBOR

By: Gary Allen  
Its Principal

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

ATTEST:

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

APPROVED AS TO FORM:

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

### **SCOPE OF WORK**

The Consultant will prepare a Lot Line Combination (aka Boundary Line Adjustment) drawing (see example attached) for the client to submit as part of the client's BLA application to the City of Gig Harbor Planning Dept. for approval. Drawing may be 1-2 pages as required.

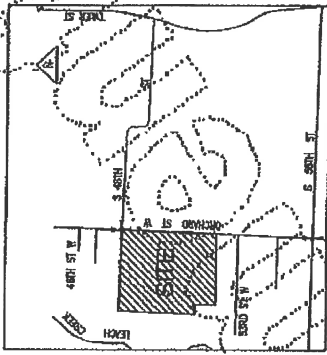
The boundary and parcel data will be based upon the 2007 field survey of the site and no easements, topography or surface features will be shown. No field work will be performed and no lot corners to be set as part of this effort. The existing legal descriptions (per the client's furnished deed) will be utilized. The proposed legal description of the combined parcel was previously completed and will be utilized.

Drawing will be completed within 5-7 work days after receipt of authorization to proceed.





**RECORD OF SURVEY FOR LOT COMBINATION**  
**A PORTION OF THE NE 1/4 OF THE NE 1/4, SECTION 23, TOWNSHIP 20 NORTH, RANGE 2 EAST, WM.**  
**CITY OF UNIVERSITY PLACE, PIERCE COUNTY, WASHINGTON**



VICINITY MAP  
SCALE: 1" = 1/4 MI.



1" = 150'

**BASIS OF BEARINGS**

ALL STATE PLANS COMING FROM THE CITY OF TACOMA, WASH. ARE THE BASIS OF BEARINGS FOR THIS SURVEY. ALL OTHER BEARINGS ARE AS TAKEN FROM THE SURVEY RECORDS OF THE CITY OF TACOMA, WASH. RECORDS.

**SURVEYOR'S NOTES**

1. THE PLANNING ENGINEER DOES NOT REPRESENT CORRECTNESS OF THE SURVEY.
2. SURVEYOR'S FIELD BOOKS AND RECORDS ARE THE BASIS OF BEARINGS FOR THIS SURVEY.
3. ALL INSTRUMENTS USED AS NOTED.

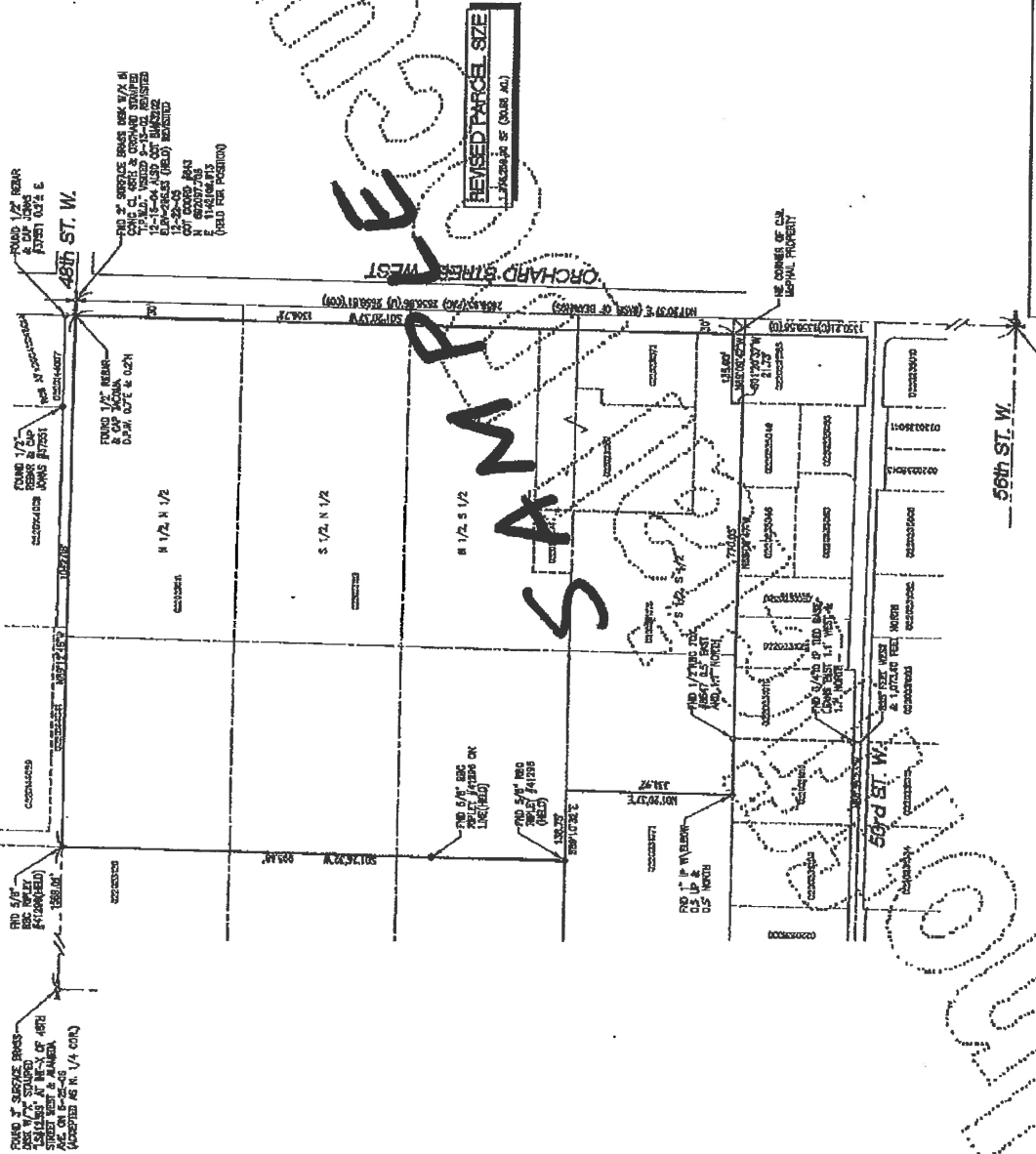
PERMIT No. LC016-0001



**BASILINE ENGINEERING, INC.**  
 Licensed Professional Engineering Services  
 (003981-01) - Seattle (002818-100) - WA (002958-018)  
 Land Planning & Use • Engineering • Surveying  
 2610 14th Avenue West • Tacoma, WA 98408  
 DENVER BY CAD DATE 12/21/15 LSCB HOS  
 CHECKED BY TEF SCALE 1"=150' SHEET 2 OF 2

**DENOVA NORTHWEST, LLC**  
 6850 S. 220th ST.  
 KENT, WA 98032

**For reference only, not for re-sale.**



201604085003

### **SCOPE OF WORK**

The Consultant will prepare a Lot Line Combination (aka Boundary Line Adjustment) drawing (see example attached) for the client to submit as part of the client's BLA application to the City of Gig Harbor Planning Dept. for approval. Drawing may be 1-2 pages as required.

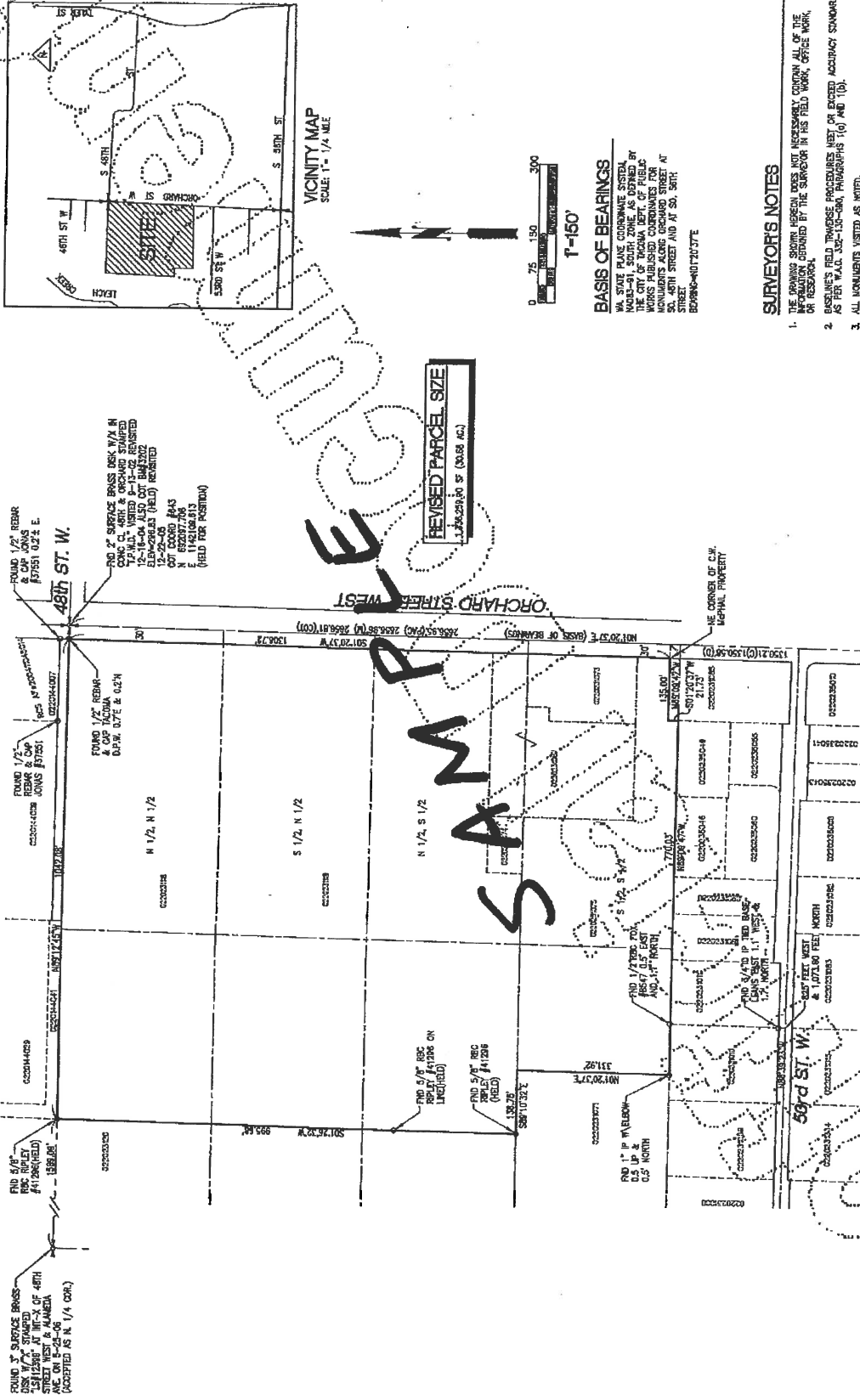
The boundary and parcel data will be based upon the 2007 field survey of the site and no easements, topography or surface features will be shown. No field work will be performed and no lot corners to be set as part of this effort. The existing legal descriptions (per the client's furnished deed) will be utilized. The proposed legal description of the combined parcel was previously completed and will be utilized.

Drawing will be completed within 5-7 work days after receipt of authorization to proceed.



ORIGINAL

**RECORD OF SURVEY FOR LOT COMBINATION**  
A PORTION OF THE NE 1/4 OF THE NE 1/4, SECTION 23, TOWNSHIP 20 NORTH, RANGE 2 EAST, W.M.  
CITY OF UNIVERSITY PLACE, PIERCE COUNTY, WASHINGTON



**BASIS OF BEARINGS**

WA STATE PLANE COORDINATE SYSTEM  
NAD83-91, SOUTH ZONE, AS DERIVED BY  
THE CITY OF TACOMA DEPT. OF PUBLIC  
WORKS PUBLISHED COORDINATES FOR  
MOUNTAIN VIEW SURVEY STREET AT  
50. 48TH STREET AND AT 50. 50TH  
STREET.  
EOPR90-NIT2037E

**SURVEYOR'S NOTES**

1. THE DRAWING SHOWS HEREON DOES NOT NECESSARILY CONTAIN ALL OF THE INFORMATION OBTAINED BY THE SURVEYOR IN HIS FIELD WORK, OFFICE WORK, OR REVISIONS.
2. BASELINE'S FIELD TRIMMING PROCEDURES MEET OR EXCEED ACCURACY STANDARDS AS PER WAC 102-10-004, PARAGRAPHS 1(b) AND 1(d).
3. ALL MONUMENTS VISITED AS NOTED.



PERMIT No. LCO16-0001



**BASELINE ENGINEERING, INC.**  
Land Development Professional Services  
(253)955-1481 • Seattle (206)364-1205 • FAX (253)566-8858  
Land Planning & Use • Engineering • Surveying  
1810-44th Avenue West, • Tacoma, WA 98465  
DRAWN BY CAD DATE 12/21/15 JOB NO. 12-102.1  
CHECKED BY TCF SCALE 1"=150' SHEET 2 OF 2

**DENOVA NORTHWEST, LLC**  
6830 S. 220th ST.  
KENT, WA 98032

For reference only, not for re-sale.

201604085003

**Subject: Lighthouse Transfer Payment**

**Proposed Council Action:** Approve Payment Of \$15,680.00 to the U.S. Department of the Interior for Administrative Costs Associated with the Transfer of the Lighthouse to the City of Gig Harbor.

**Dept. Origin:** Administration  
**Prepared by:** Ron Williams  
**For Agenda of:** July 11, 2016  
**Exhibits:** Dept of Interior Letter

**Concurred by Mayor:** *JG 7-12-16*  
**Approved by City Administrator:** *Ron W 7/12/16*  
**Approved as to form by City Atty:** *Via email*  
**Approved by Finance Director:** *CP 7/12/16*  
**Approved by Department Head:**

Initial & Date  
*JG 7-12-16*  
*Ron W 7/12/16*  
*Via email*  
*CP 7/12/16*

Expenditure	Amount	Appropriation
Required \$15,680.00	Budgeted \$0	Required \$15,680.00

**INFORMATION / BACKGROUND**

On December 18, 2014, our Federal Legislators' lobbying effort was successful in the passage of Public Law 113-281 which effectively transferred ownership of the lighthouse at the head of Gig Harbor from the Federal Government to the City of Gig Harbor.

Last summer, as part of the Maritime Gig Festival, a ceremony dedicating the lighthouse occurred with Senator Cantwell and Congressman Kilmer. In late April, the City received a letter from the U.S. Department of the Interior informing the City that we were responsible for paying \$15,680.00 for administrative costs associated with that transfer. Staff spoke with the office of Congressman Kilmer and with our federal lobbyist and both confirmed that although they tried to exclude such costs from the bill, they were not able to and the City is responsible for the payment.

**FISCAL CONSIDERATION**

The City's Administration Department budget will cover this unexpected expense.

**BOARD OR COMMITTEE RECOMMENDATION**

N/A

**RECOMMENDATION / MOTION**

**Move to:** Approve the payment of \$15,680 to the U.S. Department of Interior for administrative costs secondary to the transfer of the lighthouse to the City of Gig Harbor.



# United States Department of the Interior

BUREAU OF LAND MANAGEMENT  
Spokane District  
Wenatchee Field Office  
915 Walla Walla Avenue  
Wenatchee, Washington 98801

IN REPLY REFER TO:

In Reply Refer To:  
WAOR-68722  
ORW020

April 26, 2016

CERTIFIED MAIL – Return Receipt Requested 7015 1660 0001 0297 6085

## DECISION

Mayor Jill Guernsey	:	WAOR-68722
City of Gig Harbor	:	Legislated Land Transfer
3510 Grandview Street	:	Gig Harbor Land Transfer
Gig Harbor, WA 98335	:	

### COST RECOVERY ESTIMATE COMPLETED PAYMENT REQUESTED

On December 18, 2014, Public Law 113-281 was passed which under authorized the conveyance of certain property from the United States to the City of Gig Harbor pursuant to Section 608. Section 608(b)(3) requires that the City of Gig Harbor pay any transaction or administrative costs associated with the conveyance, including the costs of the appraisal, title searches, maps, and boundary and cadastral survey.

The attached cost recovery worksheet provides you with an estimate of the transaction and administrative costs. Therefore, the amount of deposit necessary to continue processing the land transfer is **\$15,680.00**.

If you wish to file a petition (request) pursuant to regulations 43 CFR 2801.10 or 2881.10 for a stay (suspension) of the effectiveness of this decision during the time that your appeal is being reviewed by the Board, the petition for a stay must accompany your notice of appeal. A petition for a stay is required to show sufficient justification based on the standards listed below. Copies of the notice of appeal and petition for a stay must also be submitted to each party named in this decision and to the Interior Board of Land Appeals and to the appropriate Office of the Solicitor (see 43 CFR 4.413) at the same time the original documents are filed with this office. If you request a stay, you have the burden of proof to demonstrate that a stay should be granted.

### Standards for Obtaining a Stay

Except as otherwise provided by law or other pertinent regulation, a petition for a stay of a decision pending appeal shall show sufficient justification based on the following standards:

- (1) The relative harm to the parties if the stay is granted or denied,
- (2) The likelihood of the appellant's success on the merits,
- (3) The likelihood of immediate and irreparable harm if the stay is not granted, and
- (4) Whether the public interest favors granting the stay.

If you have any questions, please contact Brenda Woods, at (509) 665-2116.

Sincerely,



Linda Coates-Markle  
Wenatchee Field Office Manager

**2 Enclosures**

- 1- Cost Recovery Determination Worksheet (1 p)
- 2- Form 1842-1

cc: Ron Williams  
City Administrator  
3510 Grandview Street  
Gig Harbor, WA 98335

Jennifer Kester  
Director, Planning  
3510 Grandview Street  
Gig Harbor, WA 98335

Jeff Langhelm  
Director, Public Works  
3510 Grandview Street  
Gig Harbor, WA 98335



## Cost Recovery for the Legislated Land Transfer to The Town of Gig Harbor Washington

<u>Personnel Needed for Processing</u>	<u>Estimated Processing Hours</u>	<u>Estimated Cost</u>
Realty Specialist	20	\$ 1,170.00
Environmental Specialist for Environmental Site Assessment	6	\$ 420.00
Land Law Examiner	6	\$ 350.00
Administrative Costs	6	\$ 318.00
<b>TOTAL</b>	<b>32</b>	<b>\$ 2,258.00</b>
 <u>Estimated Operating Costs</u>		
Appraisal – estimate of cost		\$ 10,000.00
Cadastral Survey – estimate of cost for Survey Report		<u>\$ 500.00</u>
Total Operating Costs		\$ 10,500.00
 <u>Calculation</u>		
Total Labor Costs		\$ 2,258.00
Total Operating Costs		<u>\$ 10,500.00</u>
Total Direct (Labor and Operating) Costs		\$ 12,758.00
 Total Direct Costs		
		\$ 12,758.00
Indirect Cost Rate 23.1%		<u>\$ 2,923.00</u>
<b>GRAND TOTAL</b>		<b>\$ 15,681.00</b>
		Rounded to \$ <u>15,680.00</u>



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

**Subject:** Resolution No. 1039– ‘Honor Salmon’ Welcome Arch at Austin Estuary Park.

**Proposed Council Action:** Approve Resolution 1039 Supporting the ‘Honor Salmon’ Welcome Arch Project at Austin Estuary Park.

**Dept. Origin:** Public Works  
**Prepared by:** Katrina Knutson, AICP  
Parks Project Administrator  
**For Agenda of:** July 25, 2016  
**Exhibits:** Resolution

Initial & Date

**Concurred by Mayor:** JS 7-18-16  
**Approved by City Administrator:** RonW 7/18/16  
**Approved as to form by City Atty:** by email 7/18/16  
**Approved by Finance Director:** [Signature] 7/18/16  
**Approved by Department Head:** [Signature] 7-18-16

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

**INFORMATION / BACKGROUND**

A group of citizens approached the City in 2015 with an art project proposal to honor Gig Harbor’s Native American history and reliance on salmon at Austin Estuary Park. The proposal was presented to Council at the May 16, 2016 joint meeting with the Parks Commission, where the Council forwarded it to the Parks Commission for Recommendation. The proposal was presented to the Parks Commission at their June 1, 2016 meeting, and they voted to recommend the project to Council.

**FISCAL CONSIDERATION**

The costs associated with design, procurement, construction and installation of the ‘Honor Salmon’ Arch are anticipated to be donation based. Project permits are anticipated to be less than \$5,000 (critical area variance) and will appear in the Public Works Proposed 2017-2018 budget proposal.

**BOARD OR COMMISSION RECOMMENDATION**

Arts Commission Recommendation: Approval  
Parks Commission Recommendation: Approval

**RECOMMENDATION / MOTION**

Approve Resolution 1039 Supporting the ‘Honor Salmon’ Welcome Arch Project at Austin Estuary Park.

**RESOLUTION NO. 1039**

**A RESOLUTION OF THE CITY OF GIG HARBOR, WASHINGTON,  
ADOPTING THE PARKS COMMISSION AND ARTS COMMISSION  
RECOMMENDATION REGARDING THE 'HONOR SALMON' WELCOME  
ARCH AT AUSTIN ESTUARY PARK.**

---

WHEREAS, the original inhabitants of Gig Harbor were members of the Puyallup Tribe with a longhouse where "Austin Estuary Park" is today; and

WHEREAS, Donkey Creek was named after the Donkey Engine to commemorate Gig Harbor's logging industry; and

WHEREAS, Gig Harbor has a rich maritime history beginning with the Wilkes Expedition and furthered through the local Commercial Fishing Fleet; and

WHEREAS, the Puyallup Tribe participated in the daylighting of Donkey Creek and performed a historic ceremonial blessing to commemorate the event; and

WHEREAS, a group of citizens approached the City in 2015 with an art project proposal to honor Gig Harbor's Native American history and reliance on salmon at Austin Estuary Park; and

WHEREAS, the project was presented to the City Council and Parks Commission at their May 16, 2016 joint meeting. The City Council forwarded the project to the Parks Commission for their recommendation; and

WHEREAS, the project was presented to the Gig Harbor Arts Commission at their May 10, 2016 meeting. The Arts Commission voted to recommend the project to the City Council; and

WHEREAS, the project was presented to the Gig Harbor Parks Commission at their June 1, 2016 meeting and the Parks Commission voted to recommend the project to the City Council; Now, therefore,

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

Austin Estuary Park-Honor Salmon Welcome Arch. The Gig Harbor City Council hereby adopts the Parks Commission and Arts Commission recommendations to support the 'Honor Salmon' Welcome Arch at Austin Estuary Park. The City Council authorizes city staff to apply for necessary project permits and conduct public outreach. Additionally, the City Council authorizes city staff, along with project stakeholders, to discuss and promote the project with the Puyallup Tribe.

APPROVED by the City Council this 25th day of July, 2016.

APPROVED:

---

Jill Guernsey, Mayor

ATTEST/AUTHENTICATED:

---

Molly Towslee, City Clerk

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
RESOLUTION NO: 1039



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

**Subject:** Ancich Waterfront Park

**Dept. Origin:** Engineering Department

**Approved Proposed Council Action:**  
Authorize the Mayor to execute a Professional Services Contract Amendment #1 with PND Engineers, Inc., in an amount not exceed \$59,194.00.

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

**For Agenda of:** July 25, 2016

**Concurred by Mayor:**  
**Approved by City Administrator:**  
**Approved as to form by City Atty:**  
**Approved by Finance Director:**  
**Approved by Department Head:**  
**Approved by City Engineer:**

Initial &  
Date  
*JG 7-15-16*  
*Rou W 7/15/16*  
*Email dated 7/15/16*  
*RF 7/15/16*  
*[Signature] 7/15/16*

<b>Expenditure Required</b>	\$59,194.00	<b>Amount Budgeted</b>	0.00	<b>Appropriation Required</b>	N/A
-----------------------------	-------------	------------------------	------	-------------------------------	-----

### INFORMATION/BACKGROUND

When the City acquired the Ancich Waterfront properties in 2012, there was an existing easement benefitting the adjoining property owners to the south. The easement allowed for access from Harborview Drive across the south end of the upland park and the existing south pier to the adjoining property's gangway and float system. This is commonly referred to as the Jerkovich Easement. The condition of the south pier (Jerkovich Pier) has deteriorated since 2012 and requires repair to prevent further deterioration.

In November 2015, the City selected PND Engineers, Inc. to perform design and permitting services for the Ancich Waterfront Park and Netshed Restoration projects. The original scope of work did not include significant inspection or design services at the Jerkovich Pier. In order to accurately consolidate the overwater permitting for the Jerkovich Pier with the Ancich Waterfront Park and Netshed Restoration projects, and fulfill the City's obligations under the Jerkovich easement agreement, additional work under the PND Engineers, Inc. contract is required.

This contract amendment will provide for additional professional services to incorporate the necessary work at the Jerkovich Pier into the overwater permitting package and design documents for the Ancich Waterfront Park and Netshed Restoration projects.

### FISCAL CONSIDERATIONS

The 2015/16 budget allocated \$1,700,000 for the Ancich Park project and \$845,000 for the Ancich Netshed project. There was not a budget item specifically defined for work related to repairing the Jerkovich Pier, however, this work is necessary to maintain the pier and will benefit future phases of the Park project.

Expenditures and professional services contract commitments to date total approximately \$340,000 for the Ancich Waterfront Park project. Adequate funds are available within the budgeted amount of \$1,700,000 to fund this contract amendment.

**BOARD OR COMMITTEE RECOMMENDATION**

None.

**RECOMMENDATION/MOTION**

Authorize the Mayor to execute Professional Services Contract Amendment #1 with PND Engineers, Inc., in an amount not exceed \$59,194.00.

**FIRST AMENDMENT  
TO  
PROFESSIONAL SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
PND ENGINEERS, INC.**

THIS FIRST AMENDMENT is made to that certain Professional Services Contract dated November 23, 2015 (the "Agreement"), by and between the City of Gig Harbor, a Washington municipal corporation (hereafter the "City"), and PND Engineers, Inc., a corporation organized under the laws of the State of Alaska (hereafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in completing the Ancich Upland Park Improvements & Netshed Restoration Project and desires to extend consultation services in connection with the project; and

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

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

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

**2. Payment.** Section 2(A) of the Agreement is amended to increase compensation to the Consultant for the work to be performed as described in **Exhibit A** in an amount not to exceed Fifty-Nine Thousand One Hundred Ninety-Four Dollars and Zero Cents (\$ 59,194.00), as shown in **Exhibit B**, attached to this Amendment and incorporated herein.

**3. Duration of Work.** Section 3 of the Agreement is amended to extend the duration of this Agreement to March 31, 2018.

[Remainder of page intentionally left blank.]

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

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

CONSULTANT

CITY OF GIG HARBOR

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

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

ATTEST:

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

APPROVED AS TO FORM:

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



## EXHIBIT A SCOPE AND FEE PROPOSAL

### 1 - PURPOSE

---

The purpose of this project is to:

1. Assess the existing piles, caps and stringers of the Jerkovich Pier and provide recommendations for repairs to the structure.
2. Provide preliminary plans and cost estimates for the eventual human-powered water craft floating dock expansion at the Jerkovich Pier. The City of Gig Harbor (City) can then identify minimum repairs required for the existing structure and deck to accommodate:
  - a. A vehicle turnaround area at the shore side of the pier
  - b. An accessible easement 10 feet wide along the east edge of the dock. The extents of the redecking are the City's decision and will not impact this scope of work.
3. Produce construction Plans, Specifications and Estimates (PS&E) for this project.

The City and PND Engineers, Inc. (PND) have identified tasks to achieve these objectives. A detailed scope of services and respective fees are described herein.

### 2 - SCOPE OF WORK

---

#### Task 1 - CONDITIONS ASSESSEMENT

**Condition Assessment.** PND will conduct a condition assessment of the existing pier with properly qualified personnel and in conformance with applicable standards. The structural members will be inspected following the three-tiered inspection protocol that will include Level I, II, and III inspections of the accessible components.

For this work, we would recommend the following:

- Level I visual inspection of all timber piles and associated caps and stringers.
- Level II inspection of approximately 10% of the Piles, caps and stringers. Level II inspection provides for the cleaning or removal of marine growth from three 1-foot-high bands around the circumference of the piles. These bands will be located in the intertidal zone, the mudline, and in the submerged zone. The cleaning is to be done in order to allow detailed investigation of a member.
- Level III inspection of approximately 5% of the piles and caps. A Level III inspection provides a means to detect hidden or interior damage and includes nondestructive or minimally destructive testing such as hammer sounding, probing or coring.

**Findings Report.** Our team would review the data and provide a comprehensive above-water condition assessment report. The report will analyze the information gathered during the condition assessment and provide recommendations to the City on prioritizing repairs and maintenance items.



CITY OF GIG HARBOR  
JERKOVICH PIER REDECKING  
June 8, 2016

### Task 2 - PLANNING AND COST ESTIMATING FOR DOCK EXPANSION

**Concept Drawings.** A CAD base will be developed including information from the site visit combined with existing data. The final base map will include existing elevations, utilities, and structures. PND will develop two to three concept plans for the planned pier and floating dock project.

The concept drawings will consider a variety of construction materials, footprints and use. Initial design will be performed to determine necessary dimensions and member sizes and construction cost estimates. Concepts will be presented a color-rendered plan view, up to two sections per concept and photo examples representing key elements of each concept.

**Concept Analysis Memo.** The concepts will be submitted along with a technical memorandum describing all the park and netshed restoration concepts. We will present pros and cons of each, construction cost estimates, permitting challenges or advantages, and recommendations.

### Task 3 - PROJECT MANAGEMENT AND PERMITTING

**Project Management.** This task will include tracking budgets and updating the schedule on a weekly basis. It will also involve invoicing, managing subcontractors, and verifying implementation of all in-house quality control guidelines. Assignment of tasks and schedules to individuals and subconsultants responsible is also important to good project management and will be performed by the project manager on a regular basis.

**Permitting.** PND will incorporate design of the Jerkovich Pier into the permit applications already being prepared for the Ancich Park, Pier and Netshed project. These permits are anticipated to include the following:

- Joint Aquatic Resources Permit Application (JARPA):
  - U.S. Army Corps of Engineers Section 10 and/or Section 404
  - Washington Department of Fish and Wildlife Hydraulic Project Approval
  - Coastal Zone Management Consistency
  - Department of Ecology Section 401 Water Quality Certification
  - Shoreline Substantial Development permit
  - Department of Natural Resources approval (required under tidelands lease)
- Checklist for State Environmental Policy Act (SEPA) determination
- Local
  - Shoreline
  - Building
  - Grading
  - Site planning review
  - Critical areas and no net loss review
  - Design Review Board

**Deliverables.** No additional deliverables



**Task 4 DECKING PLANS, SPECIFICATIONS AND ESTIMATES**

This subtask includes all engineering and documentation for redecking Jerkovich Pier. The scope of this engineering and plan production is to produce a set of documents necessary to perform the improvements to provide a vehicle turn around and an accessible easement. Not replace the entire structure or modify the footprint.

**Engineering.** The purpose of this task is to engineer the beams, check foundations and design surfacing sections. Work under this task includes structural calculations, sketches, and iterative design of site geometry and details.

**PS&E Submittals.** PND will prepare four sets PS&E documents for both the park and netshed projects separately on 11x17 plan sets. Engineer’s estimate and CSI formatted specifications (2004 format) will be prepared at each design level. Upon final submittal, stamped drawings will be provided in both original AutoCAD and .PDF format. A summary of the PS&E submittals to be provided is provided below:

- 35% Submittal
- 65% Submittal
- 95% Submittal
- Final Bid package

**Deliverables.** PND will provide the following deliverables:

- PS&E Documents- Delivered at each submittal level.
- Final Bid Documents.

**4 - FEE**

PND proposes to perform the scope on a time and materials basis not to exceed the amounts below:

Task	Total Contract Amount
1	\$5,740
2	\$11,900
3	\$9,300
4	\$32,254
<b>TOTAL</b>	<b>\$59,194</b>

**5 - ASSUMPTIONS**

- All Work associated with the contract will be completed by March 2018.
- The City is responsible for payment of all permit review fees. The City will coordinate directly with Tribal parties, if necessary.
- The City will coordinate any tideland lease negotiations with and DNR, if necessary.
- Contractor will secure construction permits such as demolition and NPDES as necessary.
- City will provide all meeting notices, invitations, distribution, website updates and summaries of comments received.



**CITY OF GIG HARBOR  
JERKOVICH PIER REDECKING  
June 8, 2016**

- RCW 4.24.115 is the governing law for indemnification for this contract.
- City will provide all relevant as-built information for the Jerkovich pier.

## **6 - EXCLUSIONS**

---

The following items are excluded from this Scope of Work and are not included in the cost estimate:

- Construction support
- Finite element analysis of any structures
- Design of the floating dock expansion project beyond the concept level
- Permit fees
- Pay request review
- Onsite design review meetings or presentations after the concepts phase

If requested, PND will provide services which are outside the scope of those described services on a time and materials basis in accordance with our current standard rate schedule and our expenses on a monthly basis. Fees for work in future phases will be determined after the full scope of services is identified.

## **SCHEDULE**

---

The schedule will follow the schedule of the Ancich Park and Netshed project.

**Exhibit B  
JERKOVICH PIER FEE PROPOSAL**

Revised 6/8/2016

	Senior Engineer VII \$ 180	Senior Engineer III \$ 135	Senior Eng I \$ 115	Senior Env Scientist \$ 150	CAD V \$ 95	Technician V \$ 105	Total Hours	Total \$
<b>1 FIELD STUDIES</b>								
Condition Assessment		8	8					\$ 2,000
Findings Report	2	8	20					\$ 3,740
<b>SUBTOTAL</b>								<b>\$ 5,740</b>
<b>2 PLANNING AND COST ESTIMATING FOR DOCK EXPANSION</b>								
Concept Drawings	2	8	16		40			\$ 7,080
Concept Analysis Memo	2	16	20					\$ 4,820
<b>SUBTOTAL</b>								<b>\$ 11,900</b>
<b>3 PROJECT MANAGEMENT OF DECKING PROJECT</b>								
Project Management	16	16						\$ 5,040
Permitting	4	4		20				\$ 4,260
<b>SUBTOTAL</b>								<b>\$ 9,300</b>
<b>4 DECKING PLANS, SPECIFICATIONS AND ESTIMATES</b>								
Engineering	4	10	20			34		\$ 4,370
35% Plans and Estimate in Support of Permits	4	12	24		20	60		\$ 7,000
65% PS&E	4	12	24		20	60		\$ 7,000
95% PS&E	4	12	24		20	60		\$ 7,000
Final IFC Package	4	10	24		10	58		\$ 6,830
<b>SUBTOTAL</b>								<b>\$ 32,200</b>
<b>Subconsultants</b>								
<b>Expenses</b>								
Reimbursable Expenses- Travel and Per Diem (2 trips)								\$54
<b>SUBTOTAL</b>								<b>\$ 59,194</b>

Reimbursable Expenses- Travel and Per Diem (2 trips)

\$54

**SUBTOTAL**

**\$ 59,194**



**PND ENGINEERS, INC.  
STANDARD RATE SCHEDULE  
EFFECTIVE MAY 2015**

		<i>Hourly Rate</i>
<u>Professional:</u>	Senior Engineer VII	\$180.00
	Senior Engineer VI	\$165.00
	Senior Engineer V	\$155.00
	Senior Engineer IV	\$145.00
	Senior Engineer III	\$135.00
	Senior Engineer II	\$125.00
	Senior Engineer I	\$115.00
	Staff Engineer V	\$110.00
	Staff Engineer IV	\$105.00
	Staff Engineer III	\$100.00
	Staff Engineer II	\$90.00
	Staff Engineer I	\$85.00
	Environmental Scientist VI	\$165.00
	Environmental Scientist V	\$150.00
	Environmental Scientist IV	\$135.00
	Environmental Scientist III	\$120.00
	Environmental Scientist II	\$105.00
	Environmental Scientist I	\$90.00
	GIS Specialist	\$90.00
<u>Surveyors:</u>	Senior Land Surveyor III	\$120.00
	Senior Land Surveyor II	\$110.00
	Senior Land Surveyor I	\$100.00
<u>Technicians:</u>	Technician VI	\$125.00
	Technician V	\$110.00
	Technician IV	\$90.00
	Technician III	\$80.00
	Technician II	\$70.00
	Technician I	\$45.00
	CAD Designer VI	\$110.00
	CAD Designer V	\$100.00
	CAD Designer IV	\$85.00
	CAD Designer III	\$70.00