

City Council Meeting

**October 10, 2016
5:30 p.m.**



**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
Monday, October 10, 2016 – 5:30 p.m.**

CALL TO ORDER / ROLL CALL:

PLEDGE OF ALLEGIANCE:

PRESENTATIONS:

1. Gig Harbor Canoe and Kayak Racing Team - Recognition
2. Outstanding Career Achievement for Historic Preservation Award – Lita Dawn Stanton

CONSENT AGENDA:

1. Approval of City Council Minutes Sept. 26, 2016
2. Receive and File: a) Shawna Wise – Certified Municipal Clerk; b) Design Review Board Minutes July 28, 2016; c) City Council / Planning Commission Worksession Minutes Oct. 3, 2016; d) Draft GH Arts Commission Minutes Sep. 13, 2016
3. Resolution No. 1047 - Interlocal with AWC Risk Management Service Agency
4. Resolution No. 1048 - 2017-18 Gig Harbor Legislative Agenda
5. Employee Safety and Accident Prevention Plan Update
6. Interlocal Agreement – West Sound Stormwater Outreach Group
7. Tabling the Harbor Zones and Uses Project
8. Olympic Drive Right-turn Lane Pocket / Chevron Property – Phase 2 Environmental Site Assessment
9. Olympic Drive Right-turn Lane Pocket / Chevron Property – Purchase and Sale Agreement
10. Approval of Payroll for the month of September: Checks #7727 through #7744 and direct deposits in the amount of \$615,537.41
11. Approval of Payment of Bills Oct 10, 2016: Checks #82369 through #82470 and ACH payments in the amount of \$459,531.43.

OLD BUSINESS: None.

NEW BUSINESS:

1. Stanich Ave. and Grandview Forest Park – Small Public Works Contract Award (2 trees)
2. Resolution No. 1049 - Amending Gig Harbor's Employment Growth Targets
3. Public Hearing and First Reading of Ordinance – Residential Sprinklers
4. First Reading of Ordinance – Pawn Shops
5. First Reading of Ordinance – Updates to Harbor Code

PUBLIC COMMENT:

STAFF REPORT:

1. Property Transfer – Gig Harbor Little League

COUNCIL REPORTS / COMMENTS:

1. Lodging Tax Advisory Committee: Tue. Oct 4th – Mayor Guernsey
2. Intergovernmental Affairs: Mon Oct 10th – Councilmember Payne

CITY ADMINISTRATOR REPORT:

MAYOR'S COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

1. Budget Worksession I – Mon. Oct 17th at 5:30 p.m.
2. Boards and Candidate Review: Tue. Oct. 18th at 4:00 p.m.
3. Budget Worksession II – Tue. Oct 18th at 5:30 p.m.

ADJOURN TO WORKSTUDY SESSION: Low Impact Development, Public Works Standards and Related Code Updates

MINUTES
GIG HARBOR CITY COUNCIL MEETING
Monday, September 26, 2016 – 5:30 p.m.

CALL TO ORDER / ROLL CALL:

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

PLEDGE OF ALLEGIANCE:

























RECOGNITION: Mayor Guernsey began by sharing the story of Megan Blunk, 2016 Paralympics Gold Medalist. Megan grew up in Gig Harbor and graduated from Peninsula High School in 2008. Not long after graduation she was partially paralyzed in a motorcycle accident. Megan received a scholarship to play wheelchair basketball at the University of Illinois at Urbana-Champaign and earned her bachelor's degree in Psychology. She will soon complete her master's degree in Social Work.

In 2013, during her summer break from college, Megan joined the Gig Harbor Canoe and Kayak Team and later that year she won silver medals at the world championship in Duisburg, Germany. The following year she placed 4th in the world championships in Moscow.

Since then, in addition to working on her college degrees, Megan trained for both paracanoe and wheelchair basketball for the 2016 Paralympic games in Rio. On Thursday, September 22nd, Megan returned home from the 2016 Rio Paralympics with a gold medal that she won as a member of Team USA women's wheelchair basketball team.


Later this week, Megan and other Paralympic gold medalists will meet President Obama at the White House to receive his congratulations. Mayor Guernsey recognized Megan Blunk as what may be this community's first Paralympics gold medal winner.


CONSENT AGENDA:

1. Approval of City Council Minutes Sept. 12, 2016  
2. Liquor License Action: a) Application – Ocean 05 Restaurant;   b) Renewals: Harvester Restaurant, The Harbor General Store, and Fred Meyer #601;   c) Special Occasion – Gig Harbor Film Festival  
3. Receive and File: a) Service Project at KLM Park – Agnus Dei Lutheran Church;   b) Council Worksession Minutes – Sep. 19, 2016;   c) Finance / Safety Committee Minutes Sept. 19, 2016  
4. Resolution No. 1044 McCormick Creek Phase II Final Plat and PRD  
5. Resolution No. 1045 - Ancich Court Final Plat and PRD  
6. Tarabochia Water Main Materials – Purchase Agreement  
7. Kimball Drive and Hunt Street Overlay Project – Materials Testing Professional Services Contract  
8. Partial Release and Termination of Utility Easement – Goodman Avenue  
9. Approval of Payment of Bills Sept. 26, 2016: Checks #82249 through #82368 in the amount of \$159,079.42

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

PRESENTATIONS:

[Mayor Guernsey introduced Briahna Murray, Gordon Thomas Honeywell,](#)  [↩](#) as the city's lobbyist, who has worked with the 26th Legislative District to secure funding and pass legislation that benefits the Gig Harbor community. Mayor Guernsey explained Ms. Murray was invited to provide full council with an update on the upcoming legislative session and to explain the legislative priorities proposed by the Intergovernmental Affairs Committee. Ms. Murray was joined by her colleague, Chelsea Hager.

Ms. Murray presented information regarding the legislature and what work she has been doing on behalf of the City. She then reviewed a draft of the City of Gig Harbor State Legislative Agenda for the 2017-18 Legislative Biennium.  [↩](#)

[Councilmember Payne shared](#) that the Intergovernmental Affairs Committee has decided to push forward, with council approval, the vision for Gig Harbor North sports complex. He explained there is a desperate need for a park in that community and the committee has looked at this as a partnership opportunity with various property owners in that area which includes the YMCA, Gig Harbor Little League, Pen Light, and others. Councilmember Payne stated the ask would cast the vision of a larger park and make the funding request for the initial park on the city owned property, to provide turf and lighted fields.

[Ms. Murray discussed](#) the remainder of the items on the draft legislative agenda. She explained they are variations on priority items the city has had on previous years' legislative agendas.

She explained that the final legislative agenda is scheduled for the October 10, 2016 consent agenda, pending any concerns from the council. She added that funding will be tight and she suggested that in order for Gig Harbor to continue to have success, we need to send consistent messages to our legislators and continue to participate in the Olympia process.

Councilmember Ekberg thanked Ms. Murray for what she does for the city.

ADJOURN TO WORKSTUDY SESSION:

Mayor Guernsey announced that at 5:55 p.m. Council will adjourn to a workstudy session on the impacts of growth.

Court Administrator, Stacy Colberg began with the first presentation on the effects of growth on the Court.

1. [Impacts of Growth II – Court.](#)  [↩](#)

Information Services Director, Kay Johnson shared the IT presentation on the effects of growth in her department and included a proposal for a new website and mobile app, with additional input from Assistant City Clerk, Shawna Wise.

2. [Impacts of Growth II- Information Services](#)  [↩](#)

Tourism and Communications Director, Karen Scott presented her department's impacts of growth.



3. [Impacts of Growth II – Tourism and Communications.](#)  [↩](#)

Finance Director, Dave Rodenbach explained that there are no changes or asks from the Finance Department and that his department's goal is to maintain their level of service.

Councilmember Kadzik stated he continues to be impressed by the staff and said this will make the budget process easier to understand and gave his thanks to everyone who has participated in the presentations.



There were no further comments or questions, and Council and staff returned to regular session at 6:25 p.m.

OLD BUSINESS:

1. [Country Squire Condos Annexation](#) – Set Date of Public Hearing   Senior Planner, Linsey Sehmel presented the requirement to set the Public Hearing date and first reading for the annexation of the Country Squire Condominiums.

MOTION: Move to hold a Public Hearing on the 60% Petition and first reading of Ordinance on October 24, 2016 relating to the annexation of the Country Squire Condominiums as shown in Exhibit A.
Payne / Kadzik – unanimously approved.



NEW BUSINESS:

1. [Parks Commission 2017-18 Work Plan](#)   Parks Administrator, Katrina Knutson shared the proposed 2017-18 Parks Commission Work Plan. She explained the Parks Commission recommended the priorities and recommendations have already been seen by the Public Works Committee.



Councilmember Lovrovich asked if the Parks Commission's trail markings that were discussed when she sat on the Parks Commission will be included in the work plan. Ms. Knutson explained that the trail markings information from previous Parks Commissions, as well as from other jurisdictions, will be included in their discussion.

Councilmember Perrow asked if previous wetland delineation and trail map will be incorporated into the work plan. Ms. Knutson said the Parks Commission will use it as a starting point.

MOTION: Move to adopt the 2017-18 Parks Commission Work Plan as recommended by the Public Works Committee.
Ekberg / Payne - unanimously approved

2. [Resolution No.1046 - Proposed Revisions to the Water Service Area with Washington Water Service Co.](#)   Public Works Director, Jeff Langhelm explained that the Resolution requests change of three parcel areas, switching between the city's water service area to Washington Water Service Company's service area. Mr. Langhelm said Washington Water was asked by parcel owners on the eastside of Crescent Valley Drive to connect to their water main. The City would then like to take over water service on the west side of Crescent Valley Drive. He explained Washington Water Service is supportive of this switch.

MOTION: Move to approve Resolution 1046 to amend the City's retail water service area.
Malich / Arbenz – unanimously

3. [Public Hearing, First Reading and Adoption of Ordinance No. 1341 – McCormick Creek Planned Residential Development](#)   Associate Planner, Kenneth George presented Ordinance 1341 authorizing the Planning Director to amend the official city zoning map in order to reflect the approval of the final Planned Residential Development.

Mayor Guernsey opened and closed the public hearing at 6:38 p.m.

MOTION: Move to adopt Ordinance 1341 at first reading, as allowed, by GHMC 1.08.020.C
Ekberg / Lovrovich – unanimously approved

4. [Public Hearing, First Reading and Adoption of Ordinance No. 1342 – Donkey Creek](#)

[Holdings Height Restriction Area Map Amendment](#)  

Councilmember Perrow recused himself from the discussion due to personal conflict of interest.

Planning Director, Jennifer Kester presented the rezone application and explained it is a request to change the height restriction area map. Ms. Kester explained the Hearing Examiner felt it met the criteria.

Mayor Guernsey opened and closed the public hearing at 6:40 p.m.



Councilmember Payne asked if the Sutherland Anich plat was the plat previously taken out of the height restriction zone. Ms. Kester answered yes.

Councilmember Malich asked what the difference in height is. Ms. Kester explained that the height restriction is 18 feet, measured within the buildable area of the property at the high point and outside the height restriction it is 35 feet, measured at the footprint.

MOTION: Move to adopt ordinance at first reading as allowed by GHMC 1.08.020.
Payne / Lovrovich – unanimously approved.

Councilmember Perrow rejoined the meeting.

5. [Public Hearing, First Reading and Adoption of Ordinance No. 1343 – Ancich Court](#)

[Rezone to Planned Residential Development](#)   Associate Planner, Kenneth George presented the map amendment for a planned residential development. He explained this would amend the official city map in order to reflect the approved final PRD.

Mayor Guernsey opened and closed the public hearing at 6:46 p.m.

MOTION: Move to adopt Ordinance 1343 at first reading as allowed by GHMC 1.08.020.C
Arbenz / Kadzik – unanimously approved

PUBLIC COMMENT:

1. [Lita Dawn Stanton](#) – Ms. Stanton shared that she read in the paper that the Design Review Board will be reviewing permit plans for a 3,000 square foot building on October 13th and the public notice sign at Ancich Park says it will be a 3,000 square foot building. She said contrary to what some believe, she thinks most people don't know the extent of what's going on there. When the city proposed a public survey it would have been an opportunity to ask residents and property owners directly if they want to have the majority of the storage space go to the Kayak Club. She said as she understands it, that is not going to be asked and she doesn't know the status of the survey. Ms. Stanton explained that the current comp plan has extensive language that says to preserve our historic character and scale. It was adopted over 40 years ago by councilmembers and mayors that served before and she said she thinks it is still relevant. She stated to prove it, the city went through an extensive visioning process in 2013 that confirmed the community's number one priority as preserving Gig Harbor's historic character and scale. She stated there is one historic district in all of Gig Harbor. It's the Millville neighborhood. Ms. Stanton asked, why isn't the impact of an oversized building for year-round organized sports a consideration? She said Gig Harbor was the first in the state to create an historic working waterfront designation in the Shoreline Master Program, which includes Ancich Park, and identifies boat building and commercial fishing as a preferred use. She asked, shouldn't that speak to who becomes the dominant user? Ms. Stanton said there were hours of testimony a few months ago during a Planning Commission meeting when the public asked the city stop overdeveloping downtown. The traffic is overwhelming, yet here we are trying to squeeze a vibrant and growing year-round recreational youth program and their families into the Ancich Park neighborhood. She said in 2014 the Kayak Club proposed shared use of a 2,300

square foot building during the RCO grant process. At the last Ancich Park workstudy session, and in response to Councilmember Payne's request for 3 comprehensive design options and budgets, staff proposed three designs but all of them were the same size. Not one reflected the neighborhood groups request for a smaller building. Ms. Stanton said they were then told a permit with a 3,000 square foot building would be filed. She said they were assured the ad hoc committee would be given an opportunity to meet and provide input prior to deciding on the final building. She asked when that meeting will be and will it matter. Katrina Knutson state that ad hoc committee meeting will be in October. Ms. Stanton stated the information infers a decision has been made and it is misleading to the public.

2. [Linda Foster 6828 93rd St Ct Nw Gig Harbor](#) – Ms. Foster she is commenting on the continued push of the 3,000 square foot building at Ancich Park. She said she wants to express her disappointment in the mayor and city council and she has lost confidence in their ability to do what is best for the community. Ms. Foster said that no matter what information is brought to your attention, no matter what the intentions of the original purchase were, no matter what would be best for the Millville neighborhood, no matter what would be appropriate for one of the last pieces of working waterfront, no matter if this project will be for a small minority of citizens, and no matter how much this project will cost, you seem bound and determined to build a large structure on a small historic piece of property. You made a promise. You're keeping your word, no matter what.

3. [Nancy Jerkovich 6828 93rd St Ct NW Gig Harbor](#) – Ms. Jerkovich shared that she was impressed with the Gig Harbor app, and thinks it great, but said that she bets council is not that in favor of it because it would make things really transparent. She stated that she thought there would be an ad hoc meeting and that there hadn't been a decision on the size of the building but things in Gig Harbor show 3,000 square feet. She said she still hasn't heard anything about the ad hoc meeting and if she could pick her phone up and go back to the last meeting in August when things were promised, that would be great. She explained she is not that sharp on the computer, but she can pick her phone up and she is in favor of that. She said she hopes council hasn't made up their minds and will give the historic waterfront another thought.

4. [Avery Bevin Harbor 6245 Harbor Sunset Lane Gig Harbor](#) – Mr. Bevin shared that he has spent dozens of hours at meetings and there has been hundreds of hours of community input. He said the size of building that is being considered reflects the desires of this community and the future of this town that is growing and that a place is needed for human powered watercraft. Mr. Bevin stated that he takes offense to the continued accusations that makes one small Gig Harbor Kayak Club the enemy. He said this is a human powered watercraft place, this is a park purchased by public money with the point of providing access for the community. He shared that he doesn't think this is the personal green space for the few people who live around it. Most people in America would love to be next to a park. He said he fully supports water access for the kayak team and for anyone who wants to put a boat in the water. He thanked council and mayor for having an open method in our democracy for doing this.

5. [Kirsten Gregory 8115 43rd NW Gig Harbor](#) – Ms. Gregory shared that the 2016 Olympic Hopes Regatta was held this past weekend in Hungary and 13 Gig Harbor athletes participated. She said in a nail-biting performance, Gig Harbor Canoe and Kayak Racing Team's Olivia Crocker and Cascade Canoe and Racing Team's Andrea Gazilla won the bronze medal in the women's canoe 500 meter event. Ms. Gregory said the US typically doesn't win medals at this competition and sees it as a victory just to make it to the finals. She shared that five other Gig Harbor team members made it to the finals. She said the USA Junior Canoe and Kayak Team competed against 670 athletes from 31 countries and although sprint canoe and kayak s a small sport in the United States, international level competition is intense and in order to prepare for this completion the 13 Gig Harbor athletes trained six days a week for over a year. Ms. Gregory stated that they are a 14 year old community non-profit open to the general public.

6. [Nancy Jerkovich 3710 Harborview Drive Gig Harbor](#) – Ms. Jerkovich shared that no one

is against the kayak club and she has donated and supported kids because they are our future but this is our past. She said that her house was built by her grandparents in 1930 and this will have a huge impact on their neighborhood along with added restaurants and tourism, it will be like downtown Monterey, a huge traffic jam. She said she would like council to think about where we are putting the kayakers. Ms. Jerkovich said no one is against them, she said she just wants to be careful about where the city makes their home base.

7. [Wade Perrow 9109 North Harborview Drive](#) – Mr. Perrow shared that he lives on Gig Harbor bay and gets to see the fishing boats come and go, the Kayak Club, the Junior Sailing Program, and he gets to see people enjoy the waterfront. He said no one is against anything but it has to be thoughtful. Mr. Perrow said he is here to talk about transportation planning and design and he would like the city sponsored and developed projects meet the standards outlined in the 2014 Public Works Standards. He said it is his understanding that the PW Standards shall govern all construction upgrades in the right of way as well as transportation facilities. He said he is quoting the design manual. Mr. Perrow said he is assuming the council intended, when they awarded the design contract for the Harbor Hill roads to David Evans & Associates, the project would conform to city standards. He said that the council may wish to ask the questions: is that the direction it is going and is it following what was adopted by the City Council in the 2014 standards, was it council's intent to design to integrate present and future travel demands, was council intending to accept the engineering practices that emphasize safety, was it council's intent to conform to the least minimum development standards or try to set examples, was it council's intent to design roads to comply with functional uses and demands that are outlined in recently adopted comprehensive plan. Mr. Perrow said he had more questions, and if he was the council, there are more questions he would be asking.

STAFF REPORT:

1. [Ancich Waterfront Park Update](#) – Parks Administrator, Katrina Knutson presented an update on Ancich Waterfront Park. She explained there has been ad hoc meetings, neighborhood meetings, concept refinements, and local, state, and federal permits have been submitted. A Design Review Board meeting is scheduled for October 13th and there plans to be Hearing Examiner dates in 2017. She shared a list of permits that have been submitted. She explained that staff has been working on design of a building, as discussed by council at the last workstudy session, that is not larger than 3,000 square feet, to have a step down to reduce view blockage, and if feasible, go under the sidewalk with the structure. Ms. Knutson explained there is an elevator and not an ADA lift due to building code requirements. She shared that the Ancich netshed and pier proposal is to replace like for like. She explained that the biggest change is a large door on the front of the netshed to allow fishing fleet to drive into the netshed and the pier will be expanded to allow fishing fleet to back into the end of the pier. Ms. Knutson said that there is a proposal at the Jerkovich Pier for an 1100 square foot fixed pier that would be vehicle rated for use by the Jerkovich family as well as a 10 foot catwalk out to the existing gangway. Electrical and water would be included in the permit process. She explained there is a sign at the property with a QR code and the website is being updated as information becomes available. Ms. Knutson said the survey will be completed on September 27th and she will come back to council with detailed results so the interior of the building can be determined. She explained there are 3 design variations that will be shared at the Design Review Board meeting and the next ad hoc meeting will be late October where updates will be shared on location and artwork on the upland area, vegetation, and interior design layout. Ms. Knutson said she will then come back to council for final review and approval.

[Councilmember Malich asked](#) why the DRB meeting is before the ad hoc committee meeting. Ms. Knutson explained that the DRB meeting is to discuss 3 items only: windows, appearance of two stories, and vegetation. Building size will not be discussed.

[Councilmember Kadzik asked](#) for explanation regarding the elevator. Ms. Knutson said it is required by International Building Code and that in talking with the Building Official, there has to be a ramp or an elevator. Councilmember Kadzik also asked for more information on the

garage doors and is staff anticipating input on the overall design from the DRB. Ms. Knutson explained there are 3 doors that are wooden with small windows that are sliding doors, not garage doors. She said that regarding aesthetics they have been working with Planning Department and staff previously met with the DRB. Councilmember Kadzik said he thought there would be more of a workshop and the project has gone farther than what he expected.

[Councilmember Ekberg asked](#) for clarification on the elevator and who determined where the primary use would be. Ms. Knutson stated that Public Works went forward with the top of the space as the primary use and the Building Official made the determination that it was not the primary use.



[Councilmember Arbenz stated](#) he thought Council would have far more input and collaboration in the project.



[Councilmember Perrow asked](#) for clarification on the meetings with the DRB and asked if staff went to the DRB for a pre-app and received feedback before the design process rolled out and would staff go back to the DRB. Ms. Knutson said there is one pre-app allowed before going forward for a review of design elements that don't meet standards. Councilmember Perrow also asked if people with good historic knowledge of the community have been brought in, as previously requested. Ms. Knutson said that will happen soon. Councilmember Perrow added that the code provides uninspiring, average designs and going through a robust process with the DRB will bring out the best design and he hopes that is the direction staff is going. He added that the grant is based on a view platform as the primary use, not anything below, and a glass elevator is not historic and should be given another look. Ms. Knutson said that Councilmember Kadzik's drawing was taken into consideration and in picture form it is close to his design.

[Councilmember Kadzik said](#) he starting to understand the frustration that citizens have with the processes and he is just as frustrated with the process for this project.

[Mayor Guernsey said](#) the elevator issue will be addressed with the Building Official.

[Councilmember Payne said](#) he, too, feels disappointed and he would have expected ad hoc input, alternative designs, and discussion prior to the council meeting. He said council needs options, cost estimates, and inspired design.

2. [Hospital Benefit Zone Update](#)   – Finance Director, Dave Rodenbach presented the HBZ finance information and explained how the city proposes to use the HBZ in the upcoming biennium. Mayor Guernsey added this is a recap of where we are now, what we expect to get, and past and future projects. Councilmember Payne said he would like to have a more detailed discussion on the information provided and projects related to HBZ during budget discussions.

3. [Police Department Update](#)   – Chief Busey presented information on a few current events in the Police Department. He shared that a Gig Harbor student put a photo on snapchat and many students and parents alerted police. Within 30 minutes the student was arrested. He explained that Police Department's good relationship with the school district allowed for clear communication and good management of the message that went out to the community. Chief Busey also shared that a convenience store robbery may be related to a previous robbery and they continue to follow up on leads. He explained that another part of the department's duties is to remove illegally placed buoys on the water and have recently removed them from the harbor.

COUNCIL REPORTS / COMMENTS:

[Finance / Safety Committee: Mon. Sep 19th](#) – Councilmember Ekberg explained the committee had two items that will be coming to Council: The updated City Safety and Accident Prevention Plan and Pawn Shop reporting requirements. Building security will be included in the budget

discussions.

[Councilmember Perrow shared](#) that he enjoyed participating in the Race for a Soldier, along with Councilmember Arbenz and many others and said it was great to see City staff out volunteering.

CITY ADMINISTRATOR REPORT:

City Administrator Ron Williams shared this was the final Impacts of Growth presentations before the upcoming budget discussions. He also shared that due to the Affordable Care Act, the City's health plan will be terminated in the next year so a committee has been working toward options, which will be shared with employees at an upcoming employee meeting.

MAYOR'S COMMENTS:

Mayor Guernsey shared that that Race for a Soldier also has a breakfast each year and encourages everyone to attend in the future. She also wanted to thank the Police Department for the work with traffic during the race. She announced that Ryan Blank from the Hangar Clinic was presented with an award at the Race for a Soldier breakfast for the work he does in this community.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Joint Council / Planning Commission Workstudy Session: Mon. Oct 3rd at 5:30 p.m.
2. Lodging Tax Advisory Committee: Tue. Oct 4th at 7:30 a.m.
3. Public Works Committee: Mon. Oct. 10th CANCELLED
4. Open House: Mon. Oct. 10th: 4:30 p.m. – 5:30 p.m. Low Impact Development, Public Works Standards and Related Code updates

The meeting adjourned at 7:56 p.m.

Jill Guernsey, Mayor

Shawna Wise, Assistant City Clerk



International Institute of Municipal Clerks
Professionalism in Local Government

September 22, 2016

Dear Shawna Wise, CMC:

On behalf of the Board of Directors, it is my pleasure to inform you that you have been awarded the International Institute of Municipal Clerks' designation of Certified Municipal Clerk. Included in this package is your hard-earned CMC certificate, as well as your CMC lapel pin. We hope you wear it proudly.

IIMC grants the CMC designation only to those Municipal Clerks who complete demanding education requirements; and who have a record of significant contributions to their local government, their community and state.

In light of the speed and drastic nature of change these days, lifelong learning is not only desirable, it is necessary for all in local government to keep pace with growing demands and changing needs of the citizens we serve. We applaud your educational accomplishments and achievement of this milestone and congratulate you on your personal pursuit of professional excellence.

Sincerely,

A handwritten signature in black ink, appearing to read "V. Buttiglieri", written in a cursive style.

Vincent Buttiglieri, MMC
IIMC President

MINUTES

City of Gig Harbor Design Review Board
Meeting of July 28th, 2016
Civic Center, 3510 Grandview Street
5:00 PM

I. **Call to order**

II. **Roll Call**

Present: Darrin Filand, Tomi Kent Smith, Rick Gagliano, Linda Pitcher, Nels Peterson

Staff: Peter Katich, Cindy Andrews

III. **Approval of Minutes**   **NO minutes to approve**

IV. **Agenda Items for Formal Review.** Review will be conducted in the following order for each item.

- a. Announcement of Application
- b. Open Public Meeting Announcement
- c. Appearance of Fairness Issues
- d. Staff Report
- f. Applicant Introduction and Presentation
- i. Discussion and Voting

1. **[Frank Lawhead, 12342 Northup Way, Bellevue, WA 98005:](#)**

The proposal is for a one-story, 430 square foot well house proposed for City of Gig Harbor Well #11. The applicant has requested design alternatives to the requirements of GHMC Chapter 17.99 (Design Manual) to address GHMC Section 17.99.330 (Parking Lot Standards); Section 17.99.340 (Fencing); Section 17.99.400 (Prominent Facades); Section 17.99.410 (Windows & Doors Solid/Void ratio); Section 17.99.420 (Siding & Trim); Section 17.99.260 (Primary Walkways); and Section 17.99.270 (Secondary Walkways). The project is located west of Skansie Ave and approx. 320-feet south of 89th Street NW.

Motion: Move to accept proposal as accepted. Kent-Smith / Gagliano Motion Passed

2. **[Harbor Hill LLC., 19950 the Ave NE, Ste. 200 Poulsbo, WA 98370-7405:](#)**

Design Review Board Pre-Application meeting to review the proposed, Village at Harbor Hill. (PL-DR-16-0129. The proposed retail center would contain

approximately 145,000 square feet of floor area in multiple buildings along with 589 off-street parking stalls. It is intended to serve the Harbor Hill area of Gig Harbor.

V. **Other Business**

Discussion of upcoming meetings – August 11th, 2016

VI. **Adjourn 7:33PM**



Minutes
City of Gig Harbor City Council & Planning Commission
Work Study Session – 5:30 PM
Gig Harbor Civic Center – Council Chambers
October 3, 2016

5:30 p.m. - Call to order

Mayor Guernsey, Councilmembers Ekberg, Lovrovich, Perrow, Malich, and Arbenz. Planning Commission members Reid Ekberg, Craig Baldwin, Bill Coughlin, Rick Gagliano, Meredith Hatch, Pamela Peterson, Spencer Hutchins. Staff: Jennifer Kester, Lindsey Sehmel. Councilmembers Kadzik and Payne were absent.

PLEDGE OF ALLEGIANCE

Introduction - Mayor Guernsey explained that because it is a workstudy session there would not be public comment and no Council action. She stated that there appeared to be a misconception that Council would be considering a rezoning of the Haub property, or the Cheney proposal, at this meeting and that is not the case. Mayor Guernsey said that tonight's meeting will be a discussion regarding the recommendation from the Planning Commission to address traffic issues and she has included this as a priority in the 2017-18 proposed budget.

1. The Harbor – Zones and Uses  

Planning Commission Chair, Reid Ekberg gave a history of the Harbor Zones and Uses and explained that the common theme that came from public meetings and comments was infrastructure and public facilities, not zones and uses.

The Planning Commission's recommendation to Council is to not move forward with any of the potential amendments until infrastructure needs are analyzed.

Senior Planner Lindsey Sehmel shared that in August there was support from the Planning and Building Committee for the Planning Commission to focus on capital infrastructure and transportation planning that is already in the pipeline for 2017. She stated that the Committee supports a full comprehensive look at infrastructure and facilities first, followed by a proposal for the implementation of the Harbor Element.

Council discussion and questions.

After discussion by Council and Commission, there was support to table the Harbor Zones and Uses and Mayor Guernsey announced this action would be on the October 10th Council agenda.

2. [2016 Comprehensive Plan Amendment Package](#)  

[Senior Planner, Lindsey Sehmel](#), presented the three Comprehensive Plan amendments as recommended by the Planning Commission as well as a powerpoint:

[Smith Comprehensive Plan Land Use Map Amendment](#) – Ms. Sehmel explained the first request for consideration to amend the land use designation of three parcel totaling 16.71 acres located at 6302 112th Street. The Planning Commission’s recommendation is to approve.

[Mixed Use Designation - Land Use Map Amendment](#) – Ms. Sehmel explained the request for consideration is to remove the Mixed Use designation and replace with appropriate land use designations that align with existing zoning districts. The Planning Commission’s recommendation is to delay this amendment until Harbor Hill Drive Extension is completed.

[Arts Commission – Text Amendment](#): Ms. Sehmel presented the third amendment. She explained it is a text amendment by the Arts Commission in the Parks, Recreation, and Open Space Element of the Comprehensive Plan to support the Arts Commission work program. The Planning Commission’s recommendation is to approve.

[Planning Commission Chair, Reid Ekberg](#) added that the Smith Land Use Amendment was challenging for the Commission because the land is not fully developed and it is easy to see any development having a big impact. He stated that the charge of the Commission was not to compare the proposed amendment to existing use, but to compare fully built out potential of the proposed amendment with the fully built out potential of what could be done under the existing zoning. Mr. Ekberg shared that in regards to the Mixed Used Designation, the Commission had recommended removal of the Mixed Used District, but now believes it would be premature to remove the District with the development of Harbor Hill Drive Extension. He also shared that the Arts Commission drafted the policies for the text amendment and the Planning Commission ensured it fit in with the Comprehensive Plan.

[Councilmember Malich](#) stated that he is opposed to 0001 (Smith Comprehensive Plan) and asked if staff is taking public comments. Ms. Sehmel explained that staff is taking public comments and will present to City Council and also hold a public hearing on October 24th.

[Council discussion and questions](#)

[Planning Director, Jennifer Kester](#) explained that one ordinance will include the three recommendations from the Planning Commission and after the public hearing on October 24th there will be three meetings that will allow Council to make any amendments and decision on each recommendation.

[Lindsey Sehmel announced](#) that the Planning Commission meetings for October and November have been cancelled and they will reconvene in December to begin review of a draft ordinance for the Sign Code Amendment.

Meeting adjourned at 6:45 p.m.

Respectfully Submitted,

Shawna Wise, Assistant City Clerk

DRAFT MINUTES
GIG HARBOR ARTS COMMISSION
Tuesday, September 13, 2016 – 10:00 a.m.
Executive Conference Room

CALL TO ORDER / ROLL CALL:

Charlee Glock-Jackson, Chair, Leonard Hill, Vice-Chair, and Commissioners Julianna Verboort, Elijah Bossenbroek, Mary Manning, and Laura Birrell

Staff: Jeff Langhelm, Public Works Director and Molly Towslee, City Clerk
Guests: Chrifsanda Walker. Katharine Hansler joined the meeting at 11:00 a.m.

APPROVAL OF MINUTES: Approval of July 12, 2016 GHAC Minutes

MOTION: Move to approve the minutes as amended by Leonard Hill.
Hill / Manning – unanimously approved.

OLD BUSINESS:

1. Update on Placement of Public Art – Jeff Langhelm, Public Works Director, presented updates on several projects and answered questions. The commissioners discussed each project.

- Lift Station 4 / Welcome Plaza
- Sidewalk along Harborview Drive
- 56th Street Culvert
- Harbor Hill Connector Road
- Kimball Drive Park n Ride
- Ancich Park
- Peace Poles at Austin Estuary

2. Maritime Pier Art Installation and Ribbon Cutting Update. Chair Glock-Jackson gave a brief overview of the successful ceremony.

The agenda was amended to allow for a presentation by Katharine Hansler, Director of the Harbor History Museum. Leonard Hill introduced Ms. Hansler, who shared the vision and future community partnering ideas with the History Museum.

3. 2017 – 2018 GHAC Budget Discussion. Chair Glock-Jackson explained the plans to present a recommendation to Council to add back funds for the grant program and additional capital projects funding in addition to the public works project funding. The commissioners offered amendments to the presentation to Council.

4. Art / Art Classes in the Women's Correction Facility. Mary Manning explained that she contacted the Washington State Arts Commission about programs at the Women's Correction Center. She found that there are several programs already in place. The GHAC can be a "feeder" to offer suggestions for organizations.

5. [Inventory and Digitizing of Public Art](#). Elijah Bossenbroek said there has been no action taken. A suggestion was made to pull all the public owned art at the Civic Center be put in a central place for a public show. Elijah and Leonard will take updated photos for the inventory.

6. [Periodic Artists Mingle Event](#). Nothing to report and so this will be taken off future agendas.

7. [Artist Trust Public Art Workshop](#). Chair Glock-Jackson is meeting with the artists on Thursday to brainstorm partnerships. She will be asked about resources for the “How to Respond to a RPF” workshop.

8. [S.T.E.A.M.](#) Laura Birrell said she had no new information to share. She will contact the new Peninsula School District Superintendent for support after October. It was suggested that she invite him to attend one of the GHAC meetings.

Laura mentioned the discussion between Charlee, Elijah, and herself when they recently juried the Art Exhibit at the museum. They had an idea for the Arts Commission to allocate funds to purchase a piece from the show to add to city-owned art. The commissioners discussed this idea. Chair Glock-Jackson mentioned she had added this as an option in her budget request.

9. [Upcoming Workshops: Placeholders only...no reports.](#)
- a. Using Social Media as a Marketing Tool SERIES
 - b. How to Respond to a Request for Proposals (placeholder)

[NEW BUSINESS](#): None scheduled

[PUBLIC COMMENT](#): None.

COMMISSIONER’S COMMENTS / REPORTS:

[Chair Glock-Jackson asked](#) for volunteers to jury the Plein Art Show opening October 1st at Mallard’s Landing.

[Julianna Verboort gave a brief update](#) on the StQry Application. She said that the representative would like to come to the next meeting to present. Commissioners discussed ways to participate. Julianna and Katharine will work together with Karen Scott to explore ways to partner in a subscription.

[ANNOUNCEMENT OF OTHER MEETINGS:](#)

1. Gig Harbor Art Commission – Tuesday, Nov. 8th at 10:00 a.m.

ADJOURN:

MOTION: Motion to adjourn at 12:05 p.m.
Verboort / Hill – unanimously approved.

Respectfully submitted:

Molly Towslee, City Clerk



Business of the City Council
City of Gig Harbor, WA

Subject: Resolution adopting an Interlocal Agreement with AWC RMSA for insurance Coverage.

Proposed Council Action:

Adopt the attached Resolution No. 1047 adopting an Interlocal Agreement with AWC RMSA for Insurance coverage.

Dept. Origin: Administration

Prepared by: Molly Towslee, City Clerk

For Agenda of: October 10, 2016

Exhibits: Resolution No. 1047

Initial & Date

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Handwritten signatures and dates: JTB 10-3-16, JTW 10/3/16, amail 10/3/16, DP 10/4

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required, and a dollar sign. All values are zero.

INFORMATION

Attached is a resolution to adopt a new Interlocal Agreement updated and approved by the RMSA Board of Directors. The updated Interlocal Agreement provides for self-insurance pooling and group purchasing power of insurance coverage, while receiving risk management services and property and liability claims administration.

The City of Gig Harbor has been a member of the RMSA since January 16, 1997 and has enjoyed an excellent working relationship with the Association of Washington Cities Risk Management Agency. This updated interlocal agreement will allow RMSA to continue to provide insurance coverage to the City of Gig Harbor. Councilmember Steven Ekberg serves on the Executive Board and City Clerk Molly Towslee serves on the Operations Committee for the RMSA.

We have included the red-lined version outlining the AWC RMSA Board approved changes to the Interlocal Agreement. The action to adopt is requested to occur before November 1, 2016.

BACKGROUND

The Association of Washington Cities, Risk Management Services Agency (AWC RMSA) is a municipal self-insurance pool formed January 1, 1989, under RCW 48.62 to provide property and liability insurance coverage to participating members of the AWC. The RMSA is not an insurance company. RMSA continually works to improve service to their members and to provide the best coverage. A main goal of the RMSA is rate stability for their customers.

In addition to liability coverage for elected officials and the decisions they make, other coverage includes property insurance for city buildings and treatment plants, and automobile coverage for vehicles and mobile equipment. Fidelity coverage is also provided that covers employee dishonesty claims, robbery and theft from premises claims, boiler, power plants, and waste water treatment equipment claims from all manner of exposures including earthquake and flood. The RMSA Board recently voted to include Stop-Gap coverage for employee claims and pollution coverages.

Other program benefits include pre-litigation assistance, land use and personnel hotlines, elected official, personnel and police training, grants program, loss control assistance, webinar and video training library, and contract review.

The program currently has 95 members with a total population of just over 199,186 citizens.

FISCAL CONSIDERATION

The cost of insurance coverage will be included in the 2017-18 Budget.

RECOMMENDATION / MOTION

Move to: Adopt the attached Resolution adopting an Interlocal Agreement with AWC RMSA to provide insurance coverages.

RESOLUTION NO. 1047

**A RESOLUTION OF THE CITY OF GIG HARBOR APPROVING
THE INTERLOCAL AGREEMENT WITH THE ASSOCIATION
OF WASHINGTON CITIES (AWC) RISK MANAGEMENT
SERVICES AGENCY (RMSA) AND ITS MEMBERS.**

WHEREAS, the RMSA is a municipal self-insurance pool formed January 1, 1989, under RCW 48.62 to provide property and liability insurance coverage to participating members; and

WHEREAS, the AWC RMSA offers coverage for its members to provide cost stability and the potential for long-term savings; and

WHEREAS, the RMSA is sponsored by the Association of Washington Cities as a service to Washington cities and towns; and

WHEREAS, the City of Gig Harbor has reviewed the AWC RMSA Interlocal agreement, bylaws, and coverages; with legal counsel for consistency with Gig Harbor City Ordinances; and

WHEREAS, the City of Gig Harbor acknowledges that after becoming a member of the AWC RMSA, the City shall be subject to assessments and any future reassessments as required by statute and the AWC RMSA; and

WHEREAS, the City of Gig Harbor has determined that the Interlocal Agreement would be beneficial in managing the municipal risks involved in providing services to its citizens;

NOW, THEREFORE, the City of Gig Harbor does hereby agree to enter into and abide by the Interlocal Agreement, which along with this Resolution, constitutes a contract between the city and the AWC RMSA. The Interlocal Agreement will become effective in January, 2017.

PASSED by the City Council this 10th day of October, 2016.

APPROVED:

Jill Guernsey, Mayor

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM;
OFFICE OF THE CITY ATTORNEY:

BY: _____
Angela Summerfield

FILED WITH THE CITY CLERK: 09/16/16
PASSED BY THE CITY COUNCIL: 10/10/16
RESOLUTION NO. 1047

INTERLOCAL AGREEMENT OF
THE ASSOCIATION OF WASHINGTON CITIES
RISK MANAGEMENT SERVICE AGENCY
(AWC-RMSA)

TABLE OF CONTENTS

	Page
PREAMBLE	<u>41</u>
RECITALS	<u>41</u>
ARTICLE 1	Definitions <u>43</u>
ARTICLE 2	Purposes <u>Risk Sharing</u> <u>64</u>
ARTICLE 3	Agency Offices <u>75</u>
ARTICLE 4	Parties to Agreement <u>75</u>
ARTICLE 5	Term of Agreement <u>75</u>
ARTICLE 6	Financial Obligations of Agency <u>75</u>
ARTICLE 7	Powers of the Agency <u>75</u>
ARTICLE 8	The Board of Directors & their Powers & Responsibilities <u>86</u>
ARTICLE 9	Operating Committee <u>97</u>
ARTICLE 10	Coverage <u>97</u>
ARTICLE 11	Bond Requirements <u>97</u>
ARTICLE 12	Responsibility of the Agency <u>97</u>
ARTICLE 13	Responsibilities of Members <u>108</u>
ARTICLE 14	New Members <u>119</u>
ARTICLE 15	Defense of Agents <u>119</u>
ARTICLE 16	Withdrawal <u>119</u>
ARTICLE 17	Termination by Agency <u>120</u>
ARTICLE 18	Effect of Withdrawal or Termination <u>120</u>
ARTICLE 19	Termination and Distribution <u>130</u>
ARTICLE 20	Bylaws, <u>Policy, Procedures and</u> and Manual <u>Member Standards</u> <u>131</u>
ARTICLE 21	Notices <u>131</u>
ARTICLE 22	Amendment <u>131</u>
ARTICLE 23	Enforcement <u>141</u>

ARTICLE 24	Prohibition Against Assignment	141
ARTICLE 25	Severability.....	141
ARTICLE 26	Agreement Complete	142
ARTICLE 27	Signature in Counterparts <u>Conflicts</u>	142
ARTICLE 28	Authorization of Signature <u>Supersession</u>	14
<u>ARTICLE 29</u>	<u>Signature of Counterparts</u>	<u>14</u>
<u>ARTICLE 30</u>	<u>Section Headings</u>	<u>14</u>
<u>ARTICLE 31</u>	<u>Governing Law</u>	<u>15</u>
<u>ARTICLE 32</u>	<u>Time</u>	<u>15</u>
<u>ARTICLE 33</u>	<u>Authorization of Signature</u>	<u>15</u>

INTERLOCAL AGREEMENT: OF THE ASSOCIATION OF WASHINGTON CITIES RISK MANAGEMENT SERVICE AGENCY

PREAMBLE

State law authorizes the formation of pooling organizations to provide such insurance, to reduce the amount and frequency of the Members' losses, and to decrease the cost incurred by the Members in the handling and litigation of claims. This Agreement provides for self-insurance pooling and/or the economical purchase of primary Insurance and/or Excess Insurance coverage for all Local Governmental Entities. This Agreement is made and entered into in the State of Washington by and among the Members organized and existing under the Constitution or laws of the State of Washington, hereinafter collectively referred to as "Members", and individually as "Member", which are parties signatory to this Agreement. Said Members are sometimes referred to herein as "Parties".

RECITALS

WHEREAS, Chapter 48.62 RCW provides that two or more local governmental agencies may, by Interlocal Agreement, provide insurance for any purpose by one or more of certain specified methods;

WHEREAS, the Association of Washington Cities, the sponsoring entity, of the Risk Management Service Agency ("Agency"), would like to maintain the long-standing relationship that has been achieved over the years because of the mutual goals of both entities, which is to support all cities and towns in Washington State;

WHEREAS, the Association of Washington Cities as sponsor of the Agency desires to provide its Members, as well as other Local Governmental Entities, the opportunity to jointly self-insure or pool their primary risks to enhance their ability to control their insurance programs and coverages;

WHEREAS, each of the parties to this Agreement desires to join together with the other parties for the purpose of pooling their self-insured losses and jointly purchasing excess insurance and administrative services in connection with a Joint protection Self-Insurance program for said parties; and

WHEREAS, it appears economically feasible and practical for the parties to this Agreement to do so;

NOW, THEREFORE, in consideration of all of the mutual benefits, covenants and agreements contained herein the parties hereto agree as follows:

ARTICLE 1 Definitions

The following definitions shall apply to the provisions of this Agreement:

- 1.1 _____ "Administrative Agent," shall mean the Association of Washington Cities that provides ~~third party administration (TPA) services to the Agency.~~ the contracted administrative services for the Agency.

1.2 **“Agency”** shall mean the Association of Washington Cities Risk Management Service Agency (RMSA).

~~1.3 X.XX~~ **“Agreement”** shall mean the Interlocal Agreement, however amended, among and between the Agency and the Member.

1.43 **“Assessment”** shall mean the monies paid by the Members to the Agency.

1.54 **“Association”** shall mean the Association of Washington Cities.

1.65 **“Board of Directors”** or **“Board”** shall mean the governing body of the Risk Management Service Agency (RMSA) as duly elected by the members of the Agency.

~~X.XX~~1.7 **“Bylaws”** shall mean the document(s) that provides for the governance and operation of the Agency. “Bylaws” mean the Bylaws adopted by the Board of Directors of the Agency and all duly adopted amendments and revisions thereto, however amended.

1.86 **“Claim(s)”** ~~shall mean demands made against the Agency arising out of occurrences which are within the Agency's Joint Protection Program as developed by the Board of Directors.~~ mMeans a demand for payment for damages against the Agency arising out of occurrences within the Coverage Agreement; or policy benefit because of the occurrence of an event that includes, but is not limited to, the destruction or damage of property or reputation, bodily injury or death and alleged civil rights violations.

~~1.9X.XX~~ **“Coverage Agreement”** shall mean the coverage document(s) established by the Board of Directors and intended to address the general claims operations of the Agency.

1.107 **“Excess insurance”** shall mean that insurance purchased or other financing arrangements made on behalf of the Agency to protect the funds of the Agency against catastrophes or against an unusual frequency of losses during a single year.

1.118 **“Fiscal Year”** shall mean that period of 12 months, from January 1 to December 31, which is established as the fiscal year of the Agency.

1.129 **“Insurance”** shall mean and include self-insurance through a funded program and/or commercial insurance contract.

~~1.13X.XX~~ **“Interlocal Agreement”** means an Agreement established under the Interlocal Cooperation Act defined in Chapter 39.34 RCW which permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and therefore, to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.

1.140 **“Joint Protection Program”** shall mean the program established by the Board of Directors and intended to address the general operation of the Agency.

~~1.14X.XX~~ **“Joint Self-Insurance Program”** means two or more Local Government Entities which have entered into a cooperative risk sharing Agreement subject to regulation under 48.62 RCW.

1.154 **“Local Governmental Entity”** shall mean every unit of local government, both general purpose and special purpose, and shall include, but not be limited to, counties, cities, towns, port districts,

public utility districts, water districts, sewer districts, fire protection districts, irrigation districts, metropolitan municipal corporations, conservation districts, and other political subdivisions, governmental subdivisions, municipal corporations, and quasi municipal corporations.

~~1.16X.XX~~ —“**Member**” – shall mean any eligible entity which participates in the Agency, pays the annual Assessment and is signatory to the Agency’s Interlocal Agreement.

~~1.17X.XX~~ —“**Member Standards**” shall mean the required ~~and~~ advisory standards ~~were~~ adopted by the Board of Directors in an effort to provide consistent administrative practices for members, with the goal of reducing property and liability losses.

1.182 “**Operating Committee**” shall mean the standing advisory committee ~~of the Agency to the Board.~~

~~1.19X.XX~~ —“**Reassessment**” shall mean additional monies ~~paid~~ paid by the Members to the Joint Self-Insurance Program if claims shall exceed assets.

~~1.20~~ “**Risk Sharing**” means a decision by the Members of a Joint Self Insurance Program to jointly absorb certain or specific financial exposures to risks of loss through the creation of a formal program of advance funding of actuarially determined anticipated losses; and/or joint purchase of Insurance or reinsurance as a member of a Joint Self Insurance Program formed under Chapter 48.62 RCW.

1.2143 “**Signatory**” or “**Signatories**” shall mean those parties who sign this Agreement, including execution by ~~C~~counterpart, thereby becoming a Member of the Agency bound by the terms of this Agreement.

~~1.22X.XX~~ —“**Special Committee**” – shall mean committees of the Agency created by the Board of Directors.

ARTICLE 2

Purposes Risk Sharing

2.1 This Agreement is entered into by the Members to provide for ~~Joint sSelf-#~~Insurance pooling and/or the economical purchase of ~~primary~~ Insurance ~~and/or Excess Insurance~~ coverage, ~~risk management services, and property and liability claims administration. for all forms of Insurance available or required by law for Local Governmental Entities and for which state law authorizes the formation of pooling organizations to provide such Insurance,~~ ~~Furthermore, the purpose of the Agreement is~~ to reduce the amount and frequency of the Members' losses; and to decrease the cost incurred by the Members in the handling and litigation of claims. This purpose shall be accomplished through the exercise of the powers of the Members jointly in the creation of a separate public Agency, the Association of Washington Cities Risk Management Services Agency, to direct and administer a Joint ~~Protection~~Self-Insurance Program wherein the Members will engage in certain activities, including but not limited to the following:

2.1.1 ~~Pool their losses and Claims~~Risk Sharing;

2.1.2 Jointly purchase ~~of insurance which may include, but is not limited to Ee~~Excess Insurance ~~and or reinsurance;~~ and

2.1.3 Jointly purchase ~~of~~ administrative and other services including:

2.1.1.1 Claims adjusting;

2.1.1.2 Data processing;

- 2.1.1.3 Risk management consulting;
- 2.1.1.4 Loss prevention;
- 2.1.1.5 Legal; and
- 2.1.1.6 Miscellaneous related services.

2.2 It is also the purpose of the Agreement to provide, to the extent permitted by law, for the inclusion at a subsequent date of such additional Local Government Entities organized and existing under the Constitution or laws of the State of Washington as may desire to become parties to this Agreement and ~~m~~Members of the Agency, subject to approval by the Board of Directors.

2.3 ~~It is also the purpose of t~~ This Agreement ~~to~~ may but is not required to provide, to the extent permitted by law, that the Agency may, at the discretion of its ~~d~~Directors, contract with non-member Local Government Entities in the State of Washington.

Article 3 Agency Offices

3.1 Principal Executive Office

The principal executive office for the transaction of business of the Agency shall be located at 1076 ~~South~~ Franklin St. SE, Olympia, WA 98501. The Administrative Agent in cooperation with the Board of Directors of the Agency shall have the authority to change the location of the principal executive office from time to time.

3.2 Other Offices

Other business offices may be at any time be established by the Administrative Agent in cooperation with the Board of Directors of the Agency at any place or places where the Agency is qualified to do business.

ARTICLE 4 Parties to Agreement

Each party to this Agreement certifies that it intends to and does contract with all other parties who are Signatories of this Agreement and, in addition, with such other parties as may later be added to and ~~S~~signatories of this Agreement pursuant to Article 14. Each party to this Agreement also certifies that the deletion of any party from this Agreement, pursuant to Articles 16 and 17, shall not affect this Agreement nor such party's intent to contract as described above with the other parties to the Agreement then remaining.

ARTICLE 5 Term of Agreement

This Agreement shall become effective on January 1, 20107, and shall be of unlimited duration, but not less than one year, and will continue unless terminated as hereinafter provided in Article 19.

ARTICLE 6 Financial Obligations of Agency

Pursuant to Chapter. 48.62 RCW, of the State of Washington, the debts, liabilities, and obligations of the Agency shall not constitute debts, liabilities, or obligations of any ~~party~~ Member to this Agreement.

ARTICLE 7
Powers of the Agency

- 7.1 Agency shall have the powers provided for by law and is hereby authorized to do all acts necessary for the exercise of said powers, including, but not limited to, any or all of the following:
- 7.1.1 Contract or otherwise provide for risk management, claims administration and loss ~~control~~ prevention services;
 - 7.1.2 Contract or otherwise provide legal counsel for the defense of Claims and/or other legal services;
 - 7.1.3 Consult with the Washington State Risk Manager and State Auditor;
 - 7.1.4 Jointly purchase Insurance coverage in such form and amount as the organization's participants may by contract agree;
 - 7.1.5 Incur debts, liabilities, or obligations;
 - 7.1.6 Acquire, receive, hold, or dispose of property, funds, services, and other forms of assistance from persons, firms, corporations, and governmental entities;
 - 7.1.7 Sue and be sued in its own name;
 - 7.1.8 Hire employees and agents; and
 - 7.1.9 Exercise all powers necessary and proper to carry out the terms and provisions of this Agreement, or otherwise authorized by law.
- 7.2 Said powers shall be exercised to the terms hereof and in the manner provided by law.

ARTICLE 8

The Board of Directors and their Powers and Responsibilities

- 8.1 The Agency, its funds and service programs shall be administered by a Board of Directors.
- 8.2 Number of Directors
There shall be seven (7) Directors of the Agency, who shall be elected officials representing members of the Agency.
- 8.3 Acceptance of Appointment by Directors
Each Director shall sign a document accepting their appointment as Director and agreeing to abide by the terms and provisions of this ~~Interlocal~~ Agreement and the Bylaws.
- 8.4 Powers and Responsibilities of the Board of Directors
The Board of Directors of the Agency shall have the following powers and functions:
- 8.4.1 The Board shall have the power to review, amend, modify, adopt, override, or reject the Operating Committee's recommendations.
 - 8.4.2 The Board shall review, modify if necessary, and approve the annual operating budget of the Agency.
 - 8.4.3 The Board shall receive and review periodic accountings of all funds of the Agency.

- 8.4. ~~34~~ Annually the Board shall review, amend, adopt, or reject the Operating Committee's recommendation of the ~~a~~Assessment, or Reassessment rate to be charged to the ~~m~~Members of the Agency.
- 8.4. ~~45~~ The Board ~~shall~~ may review, modify if necessary, and approve the ~~Joint Protection Program (JPP) Coverage Agreement, which identifies Agency and Member coverages, the Agency's Bylaws, and manuals~~ policies and Member Standards.
- 8.4. ~~56~~ The Board shall have the power to conduct all business on behalf of the Agency, which the Agency may conduct under the provisions hereof and pursuant to law.
- 8.4. ~~67~~ The Board shall determine and select ~~all necessary~~ Insurance, ~~including Excess Insurance,~~ necessary to carry out the Joint Self-Insurance Protection Program ~~of for~~ the Agency.
- 8.4. ~~78~~ The Board shall have authority to contract for or develop various services for the Agency, including, but not limited to, an ~~a~~Administrative ~~a~~Agent, claims adjusting, loss ~~control~~ prevention, risk management consulting services, independent actuary services, insurance brokerage services, independent claims auditing services, and ~~general~~ legal counsel.
- 8.4. ~~89~~ The Board shall have such other powers and functions as are provided for in this Agreement, and the Bylaws, ~~or these~~ which are necessary to implement the purposes of this Agreement, including, but not limited to, the power to authorize contracts.

ARTICLE 9

Operating Committee

The Operating Committee shall consist of nine (9) representatives from Members entities participating in the Agency. All members of the Operating Committee shall be appointed non-elected officials ~~not-elected officials~~. It is the Board's intent that the Operating eCommittee assists is advisory to the Board and/or the Administrative Agent, with regarding the operations of the Agency, ~~and to keep the Board advised on all aspects of Agency operations including professional standards.~~

ARTICLE 10

Coverage

- 10.1 The type and limits of the Insurance coverage provided for Members by the Agency shall be established by the Board of Directors.
- 10.2 The Board may ~~arrange~~ approve purchase of ~~a group policy~~ additional types or limits of coverage for Members interested in obtaining additional types or limits of coverage at additional cost to those participating of other Members. Such additional cost may include an administrative fee for the Agency's services.
- 10.3 The Board may arrange for the purchase of any other Insurance or services deemed necessary to protect the Agency or funds held by the Agency against catastrophe.

ARTICLE 11

Bond Requirements

The Board may require that the Administrative Agent authorized to disburse funds of the Agency, provide a fidelity bond in the amount as set by the Board, and provide that such bond be paid by the Agency.

ARTICLE 12 Responsibility of the Agency

- ~~12.1~~ The Agency shall perform the following functions in discharging its responsibilities under this Agreement:
- 12.~~112~~ Provide Insurance coverage as deemed necessary, including but not limited to a self-insurance fund and commercial insurance, as well as excess coverage or reinsurance, and other insurance; ~~s~~Such insurance, to be arranged by negotiation or bid, and/or purchase, as necessary;
 - 12.~~223~~ Assist each Member's designated risk manager with the implementation of the risk management functions within the Member entity;
 - 12.~~334~~ Provide loss prevention, ~~safety, and~~ consulting services to Members as required;
 - 12.45 Provide Claims adjusting and subrogation services for Claims covered by the Agency's ~~Joint Protection Program; Coverage Agreement;~~
 - 12.~~556~~ Provide loss analysis by the use of statistical studies, data processing, and record and file-keeping services, to identify high exposure operations and to evaluate proper levels of self-retention and deductibles;
 - 12.~~667~~ Assist Members, as requested, with review of their contracts to determine sufficiency of indemnity and ~~i~~nsurance provisions;
 - 12.~~778~~ Conduct risk management audits to review the participation of each Member in the program. The audit shall be performed by appointed Agency staff or, at the discretion of the ~~a~~Administrative ~~a~~Agencyt, and/or an independent auditor may be retained by contract to conduct the audits;
 - 12.~~889~~ Provide for the defense of any civil action or proceeding brought against any officer, employee, Board member, or other agent of the Agency, in their official or individual capacity or both, on account of an act or omission within the scope of their agency as an agent of the Agency;
 - 12.~~9910~~ Abide by the rules and regulations as stated or hereinafter amended of RCW Chapter 48.62 and WAC ~~82-60; 200-100;~~ and
 - 12.~~40101~~ The Agency shall have such other responsibilities as deemed necessary by the Board of Directors in order to carry out the purposes of the Agreement.

ARTICLE 13 Responsibilities of Members

- ~~13.1~~ Members shall have the following responsibilities:
- 13.~~112~~ All ~~Agency m~~Members must maintain membership in the Association of Washington Cities.
 - 13.~~223~~ Each ~~m~~Member shall appoint an employee of the member entity to be responsible for the risk management function within that member entity and to serve as a liaison between the Member and the Agency ~~as to risk management.~~
 - 13.~~334~~ Each Member shall implement a risk management policy which shall include maintain an active safety officer and/or committee, and shall consider all implementing completing loss prevention recommendations, and complying with the Member Standards of the Agency.

~~concerning including but not limited to the development and implementation of a loss control risk management policy to prevent unsafe and, and practice(s).~~

13.45 Each Member shall be responsible for payment of any Member-elected deductible, and/or appropriate deductible associated with the Member Standards.

~~13.4~~ Each Member shall maintain its own set of records, as a loss log, in all categories of loss to insure accuracy of the Agency's loss reporting system.

13.556 Each Member shall promptly pay its ~~a~~Assessment, Reassessment, and any readjusted amount promptly to the Agency when due. After withdrawal or termination, each Member shall pay promptly to the Agency its share of any ~~additional~~ Reassessment and accrued interest at a rate determined by the Board, when and if required of it by the Board.

13.667 Each Member shall provide the Agency with such other information or assistance as may be necessary for the Agency to carry out the ~~Joint Protection Program under~~ provisions of this Agreement.

13.778 Each Member shall in any and all ways cooperate with and assist the Agency, and any insurer of the Agency, in all matters relating to this Agreement and covered losses, and will comply with all Bylaws, ~~rules, and regulations~~ policies, procedures and Member Standards as adopted or amended by the Board of Directors.

~~13.889 All members shall cooperate with the Agency and assist with investigations, making settlements, and defense or prosecution of suits; cooperate and assist the Agency in enforcing any right of contribution, indemnity or subrogation in which the Agency may have an interest by virtue of a payment made pursuant to the Bylaws, interlocal agreement or the Joint Protection Program (JPP); attend hearings and trials and assist in the securing and giving evidence and obtaining the attendance of witnesses; use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any loss of or damage to the property herein insured.~~
All members shall cooperate with the Agency and assist with any investigations, settlement discussions, defense or prosecution of suits, and cooperate and assist the Agency in enforcing any right of contribution, indemnity, or subrogation in which the Agency may have an interest by virtue of a payment made pursuant to the Bylaws, this Agreement, or the Coverage Agreement. Members shall also assist the Agency and attend hearings and trials as well as securing and giving evidence and obtaining the attendance of witnesses. Further, the members shall undertake appropriate due diligence and concur in exercising all things reasonably practicable to avoid or diminish any loss of or damage to the property insured under this agreement.

ARTICLE 14 New Members

14.1 Additional Members shall be permitted to become Signatories to this Agreement, ~~and to the Joint Protection Program~~. All potential members to the Agency must be members of the Association of Washington Cities or become members prior to acceptance into the Agency. The ~~Directors~~ Agency shall allow entry into the program of new members approved by the Board of Directors at such time during the year as the Board deems appropriate.

- 14.2 Members entering under this Article may be required to pay their share of expenses as determined by the Board, including those necessary to analyze their loss data and determine their aAssessment.

ARTICLE 15 Defense of Agents

- 15.1 For purposes of this article, "agent" means any person who is or was: a dDirector, an Operating Committee member, a Special Committee member, an officer, or an agent acting on behalf of the Agency or Administrative Agent.
- 15.42 The Agency shall provide for the defense of any agents and paying of any valid judgments and claims brought against any such agent arising from their actions or conduct in their official or individual capacity or both, on account of an act or omission within the scope of their responsibility; provided, however, this section shall not apply to those occurrences covered by an Agency policy of liability insurance or if the claim or judgment results from the intentional misconduct of said agent.

ARTICLE 16 Withdrawal

- 16.1 A Member signing this Agreement may not withdraw as a party to this Agreement and as a Member of the Agency for a one-year period commencing on the date said Member signs the Agreement.
- 16.1.1 After the initial one-year non-cancellable commitment provided pursuant to this Agreement, a Member may withdraw only at the end of the Agency's any Fiscal Year, provided the Member has given the Agency a minimum of 12-month written notice of its intent to withdraw from this Agency.
- 16.2 A Member shall be entitled to withdraw from the Agency where the Member -presents to the Board of Directors evidence demonstrating a material breach of contract by the Agency as regards its obligations to the Member. The Member shall be allowed to withdraw from the agency within ninety (90) days of any finding by the Board of Directors that a material breach of contract by the Agency has occurred. The withdrawal of any Member under the conditions identified here shall not however free it from any and all requirements made of any withdrawing Member.
- 16.3 No Member withdrawing from the Agency shall be entitled to payment or return of any Assessment, Reassessment, contributions or monies contributed to the Agency or to the distribution of any assets of the Agency. No member shall be entitled to any payment or return of any assessment paid by the member to the Agency or any agency insurer or to any distribution of the Agency's assets.

ARTICLE 17 Termination by Agency

- 17.1 The Agency shall have the right to terminate any Member's participation in the Joint Protection Program Agreement -upon a motion approved by a three-quarters (75%)-vote of 66% or more of the entire Board of Directors. The Board of Directors may, prior to taking action on such a motion, the Board may, but is not required to, request that the Operating Committee review and make recommendations to the Board on any allegation giving rise to the request to terminate, including but not limited to failure to: comply with a written condition, disregard of safety or risk management recommendations or Member sStandards, noncompliance with any provision of this Interlocal Agreement, and/or the Bylaws of the Agency.

- 17.2 Any Member so ~~cancelled~~ terminated from the Agency, shall be given at least one hundred eighty (180) days notice prior to the effective date of the ~~cancellation~~ termination. Any Member so ~~cancelled~~ terminated shall have a period of up to six (6) months coverage under the terms of this Agreement, or may affect alternate insurance or self-insurance arrangements if it so desires. Upon written receipt of confirmation from the terminating Member that the terminating Member has in force valid insurance or membership in another risk sharing pool, the effective date of the termination may be adjusted by the Agency. Any Member so ~~cancelled~~ terminated shall be treated as if it had voluntarily withdrawn.
- 17.3 ~~Upon termination from this Agreement, a no-Member shall not be terminated from the agency shall be entitled to payment or return of any Assessment, Reassessment, contributions or monies contributed to the Agency or to the distribution of any assets of the Agency. No member shall be entitled to any payment or return of any assessment paid by the member to the Agency or any agency insurer or to any distribution of the Agency's assets.~~
- ~~17.4 A terminated Member shall be responsible for any Reassessment issued in the future covering dates the terminated entity was a Member of the Agency.~~

ARTICLE 18

Effect of Withdrawal or Termination

- 18.1 The withdrawal of any Member from this Agreement shall not terminate the same for purposes of continuing to comply with all conditions and requirements of the Agreement, and survives the withdrawal or termination of any Member.
- 18.2 No Member by withdrawing or terminating from the Agreement shall be entitled to payment or return of any a Assessment, Reassessment, consideration of property paid, or donated by the Member to the Agency, or to any distribution of assets.
- 18.3 The withdrawal or termination of any Member shall not ~~terminate~~ cease its responsibility to contribute its share or ~~a~~ Assessment, Reassessment, or funds to any fund or Joint Self-Insurance program created by the Agency until all Claims, or other unpaid liabilities, covering the period the Member was Signatory hereto have been finally resolved and a determination of the final amount of payments due by the Member or credits to the Member for the period of its membership has been made by the Board of Directors. In connection with this determination, the Board may exercise similar powers to those provided for in Article 17, *Termination by Agency*, of this Agreement.
- 18.4 The withdrawn or terminated Member shall be responsible for any applicable deductible that would have been applied related to a claim the same as if the Member was still in good standing with the Agency.
- 18.45 Any withdrawing or terminated Member ~~may shall~~ not be permitted to rejoin the Agency, or allowed to submit an application to rejoin the Agency for a period of three (3) years after the effective date ~~of~~ the Member's withdrawal or termination ~~without Board approval~~.

ARTICLE 19

Termination and Distribution

- 19.1 This Agreement may be terminated at any time by the written consent of three-fourths (75%) of the Members, provided, however, that this Agreement and Agency shall continue to exist for the purpose of paying all debts and liabilities, disposing of all Claims, distributing net assets, and otherwise ~~winding-up-and~~ liquidating the affairs of the Agency. The Board of Directors is vested with all powers of the Agency during such ~~winding-up-and~~ liquidation, including the power to require Members, including those ~~which~~ who were ~~-are~~ Members at the time the claim arose or at

the time the loss was incurred, to pay their share of any additional amount of Reassessment deemed necessary by the Board for final disposition of all Claims, losses, and liabilities covered by this Agreement. Such additional Reassessment shall be determined and thereafter adjusted, if necessary.

19.2 Upon termination of this Agreement, all assets of the Agreement Agency shall be distributed only among the parties that are Members in good standing of the Joint Protection Program Agency on the date of termination of this Agreement. ~~The assets shall be distributed~~ in accordance with and proportionate to their ~~cash payments~~ Assessment, Reassessment and property contributions made during the term of this Agreement. The Board shall determine such distribution within six (6) months after the last pending claim or loss covered by this Agreement has been finally disposed of.

19.3 The Board is vested with all powers of the Agency for the purpose of winding-up liquidating and dissolving the business affairs of the Agency. These powers shall include the power to require Members, including those which were Members at the time the claim arose or at the time the loss was incurred, to pay their share of any additional amount of assessment deemed necessary by the Board for final disposition of all Claims and losses covered by this Agreement. A Member's share of such additional assessment shall be determined on the same basis as that provided for annual assessments, and shall be treated as if it were the next year's annual assessment for that Member.

ARTICLE 20

Bylaws and Manual Policy, Procedures and Member Standards

The Board ~~has developed~~ may adopt Agency Bylaws, ~~and a policy~~ ies, and procedures, manual and Member Standards or other documents that governs the day-to-day operations of the Agency. Each Member shall have access in electronic or written format. ~~electronically or in written format~~ ~~Each Member shall receive a copy of any Bylaws, policy statement, or manual developed under this Article.~~

ARTICLE 21

Notices

Notices to Members hereunder shall be sufficient if mailed to the last address, or electronic mail, provided to the Agency by the respective Member postal mail will be deemed received three (3) days after mailing.

ARTICLE 22

Amendment

This Agreement may be amended at any time by the written approval of the majority three-quarters (75%) of all Members of the Agency. Amendments to the Agreement shall be adopted by ordinance or resolution of the governing board or council of each Member, signed by an authorized representative of each member, and a certified copy returned to the Agency

ARTICLE 23

Enforcement

The Agency is hereby granted the authority to enforce this Agreement. In the event action is instituted to enforce any term of this Agreement or any term of the Bylaws against any City Member which signed this Agreement, the substantially prevailing party in such dispute shall be entitled to its costs and reasonable attorney's fees.

ARTICLE 24
Prohibition Against Assignment

No Member may assign any right, claim, or interest it may have under this Agreement, except to a successor entity following reorganization. No creditor, assignee, or third-party beneficiary of any Member shall have any right, claim, or title to any part, share, interest, fund, assessment, or asset of the Agency. Should any participating Member reorganize in accordance with the statutes of the State of Washington, the successor in interest, or successors in interest, may be substituted as a Member upon approval by the Board.

ARTICLE 25
Severability

In the event that any article, provision, clause, or other part of this Agreement should be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability with respect to other articles, clauses applications, or occurrences, and this Agreement is expressly declared to be severable.

ARTICLE 26
Agreement Complete

The foregoing constitutes the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein.

ARTICLE 27
Conflicts

In the event of a conflict between this Agreement and the adopted Bylaws, policies, or procedures, or the Member Standards, this Agreement shall take precedence."

Article 28
Supersession

This Agreement supersedes and replaces all prior Interlocal Agreements and amendments thereto pertaining to the Agency."

Article 29
Signature in Counterparts

This Agreement may be executed in any number of Counterparts and each of such Counterparts shall for all purposes constitute one Agreement, binding on all Members, notwithstanding that all Members are not Signatories to the same Counterpart. All references herein to this Agreement are deemed to refer to all such Counterparts.

Article 30
Section Headings

The section headings in this Agreement are inserted for convenience only and are not intended to be used in the interpretation of the contents of the sections they identify and introduce."

Article 31
Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington."

Article 32
Time

Time is of the essence in this Agreement and each and every provision hereof."

ARTICLE 332830
Authorization of Signature

Each Member signing this Agreement has passed the required Ordinance or Resolution authorizing and approving this Agreement, a certified copy of which Ordinance or Resolution is attached hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by authorized officials thereof.

Association of Washington Cities (AWC)
Risk Management Service Agency (RMSA)

(Member Name)

By _____

By _____

_____, Mayor
(Printed name)

Date _____

Date _____



Subject: 2017-19 State Legislative Agenda

Proposed Council Action: Approve Resolution 1048, adopting the 2017-19 City of Gig Harbor State Legislative Agenda.

Dept. Origin: Administration

Prepared by: Shawna Wise *SW*

For Agenda of: October 10, 2016

Exhibits: Legislative Agenda

Concurred by Mayor:	Initial & Date <i>JG 10-3-16</i>
Approved by City Administrator:	<i>SW 10/3/16</i>
Approved as to form by City Atty:	<i>via email</i>
Approved by Finance Director:	<i>JK 10/3</i>
Approved by Department Head:	_____

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

INFORMATION / BACKGROUND

The Intergovernmental Affairs Committee has worked closely with the City's lobbyist to draft the 2017-19 City of Gig Harbor State Legislative Agenda.

On September 26, 2016 our State lobbyist shared the City's Legislative Agenda with City Council. The Intergovernmental Affairs Committee would like the Legislative Agenda formally adopted by Council.

FISCAL CONSIDERATION

None

BOARD OR COMMITTEE RECOMMENDATION

The Intergovernmental Affairs Committee recommends the adoption of the 2017-19 City of Gig Harbor State Legislative Agenda

RECOMMENDATION / MOTION

Move to: Approve Resolution 1048 adopting the 2017-19 City of Gig Harbor State Legislative Agenda.

RESOLUTION NO. 1048

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
GIG HARBOR, WASHINGTON, APPROVING AND
ADOPTING THE CITY'S 2017-19 LEGISLATIVE AGENDA.**

WHEREAS, the members of the Intergovernmental Affairs Committee have worked diligently to establish a legislative agenda of matters of great importance to the City and its citizens; and

WHEREAS, in working with our State and Federal legislators, the City Council and City staff will put special emphasis on the matters listed in the legislative agenda; and

WHEREAS, the City Council now desires to formally adopt the 2017-19 City legislative agenda to inform residents and legislators.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Gig Harbor, Washington:

Section 1: Agenda Adoption. The City of Gig Harbor City Council hereby adopts as its 2017-19 State Legislative Agenda, the agenda set forth in the document, entitled "City of Gig Harbor State Legislative Agenda for the 2017-19 Legislative Biennium" which is attached hereto and incorporated herein by this reference.

RESOLVED this 10th day of October, 2016.

APPROVED:

MAYOR JILL GUERNSEY

ATTEST/AUTHENTICATED:

MOLLY TOWSLEE, CITY CLERK

FILED WITH THE CITY CLERK: 10/3/16
PASSED BY THE CITY COUNCIL:
RESOLUTION NO. 1048



City of Gig Harbor State Legislative Agenda for the 2017-19 Legislative Biennium

Capital Funding Request: Gig Harbor North Civic/Sports Complex

The City respectfully requests \$2 million for development of a 35-acre sports complex to provide turf and lit baseball and multi-purpose sports fields to our rapidly growing community. The project has multiple partners including the Pierce/Kitsap YMCA, Gig Harbor Little League, Peninsula Light Company and Olympic Property Group. Local funds are available and a master plan will be developed as approved by the Parks Commission and Public Works Committee.

Transportation Funding: West Sound Alliance

The City supports the West Sound Alliance in continuing to seek transportation funding for the West Sound region. In particular, the city will closely follow the progress of the congestion relief study for State Route 16, the completion of the EIS on State Route 302, and advocate for funding for resulting projects. Additionally, the City will actively lobby in support of policy and funding proposals that limit and reduce toll increases on the Tacoma Narrows Bridge.

Support Main Street Legislation

The City supports legislation that increases the tax credit limits on the Main Street Tax Incentive Program. The Main Street Program was created in 2005 to support downtown revitalization programs. The Downtown Gig Harbor Waterfront Alliance participates in the program.

Infrastructure Funding

The City supports developing a statewide solution to local infrastructure funding needs to fill the gap created with the redirection of the Public Works Assistance Account revenue sources. The City supports the development of a Public Works Assistance Account 2.0 that provides cities with funding to meet growing local infrastructure needs.

Protecting State-Shared Revenues

The City supports the continued appropriation of state-shared funds to local governments, including funds such as liquor excise taxes and profits, streamlined sales tax mitigation funding, the city-county assistance account, and the municipal criminal justice account. Additionally, the City supports legislation to restore growth to the liquor profit/fee revenues. Combined, these funds provide a significant amount of revenue to the City's general fund.

Funding for Basic Law Enforcement Academy

The City requests increased funding for additional training slots at the Criminal Justice Training Commission's BLEA to accommodate growing needs to train new police officers. In the last year, Gig Harbor has hired 2 officers and has plans to hire 3 new deputies in the coming year. The current funding level and capacity at the Basic Law Enforcement Academy is not sufficient – deputies have to wait months before a training slot opens.

Public Records Reform

The City supports efforts to reform the Public Records Act to provide cost recovery, alternative dispute resolution, technology best practices, and other concepts. In approaching this reform, the City recognizes the importance of transparency and accountability in government.



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

Subject: Update to Safety and Accident Prevention Plan

Proposed Council Action:

Adopt the Updated Safety and Accident Prevention Plan.

Dept. Origin: Administration
Prepared by: Mary Ann McCool, HR Analyst
For Agenda of: **October 10, 2016**
Exhibit A: 20 pages containing changes/ and/or additions in red-lined text.

Initial & Date

Concurred by Mayor: *Jaw-5-16*
Approved by City Administrator: *Ron W 10/5/16*
Approved as to form by City Atty: *by email 10/5/16*
Approved by Finance Director: *ofa 10/5/16*
Approved by Department Head: *mam 10/5/16*

Expenditure Required	Amount Budgeted	Appropriation Required
\$0	N/A	N/A

INFORMATION / BACKGROUND

As part of the City of Gig Harbor’s mission to ensure that City services are delivered safely, efficiently, and effectively, the City’s Safety and Accident Prevention Plan (SAPP) must be periodically reviewed to ensure updates to the program are included and adopted to maintain a safe and healthy workplace for all employees.

The major changes/updates to the plan are attached at Exhibit A to this agenda bill. A brief summary of the changes include OSHA updates to the language in the Hazard Communication Program, the addition of language to the Respiratory Program (both located in Section 2 of the plan), addition of an “Aerial Lift Truck” policy and a “Return to Work” policy both in Section 3, and an updated Job Hazard Analysis form (Appendix F), and addition of a WWTP Hazards page (Appendix N), which are both located in Section 4 of the plan. Several other minor housekeeping changes were made, which are not included. To view the full red-lined version of the plan, please use the link below:

<https://cityofgigharbor.box.com/s/69egwhrvoqh004vesmqj3ckjz9el4gts>

The adoption of this update will ensure continued compliance with the policies already required by OSHA, DOSH, and the Washington State Department of Labor and Industries.

FISCAL CONSIDERATION

None.

BOARD OR COMMITTEE RECOMMENDATION

The Finance / Safety Committee reviewed the draft update to the SAPP on September 19, 2016, and recommended it be forwarded to the full Council for adoption.

RECOMMENDATION / MOTION

Move to: Adopt the Updated Safety and Accident Prevention Plan.

HAZARD COMMUNICATION PROGRAM continued

Material Safety Data Sheets (MSDS)

The Public Works Safety Officer is responsible to establish and monitor the City's MSDS program. This person will make sure procedures are developed to obtain the necessary MSDS's and will review incoming MSDS's for new or significant health and safety information. This person will see that any new information is passed on to affected employees.

The procedures to obtain MSDS's and review incoming MSDS's for new or significant health and safety information are as follows:

1. Name of chemical.
2. Name, address and phone number for hazard and emergency information.
3. The date the MSDS was prepared.
4. Chemical and common names of hazardous ingredients in the chemical (unless it is a trade secret).
5. Limitations on exposure levels of the chemicals.
6. Physical and chemical characteristics.
7. Flammability, Reactivity, Stability of the chemical.
8. How the chemical enters your body. (routes of entry)
9. Health hazards - physical effects (skin, lungs, eyes, and nervous system)
10. Carcinogenic possibilities.
11. Emergency First Aid Procedures.
12. Safe handling procedures.
13. PPE required in using the chemical.

MSDS books are located at City Hall, the City Shop and the Wastewater Treatment Plant.

MSDS's will be available to all employees during each work shift. If an MSDS is not available, or a new chemical in use does not have an MSDS, immediately contact the Public Works Safety Officer.

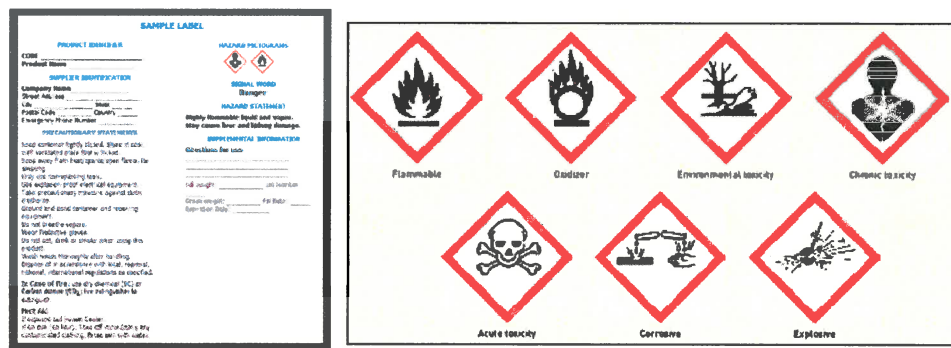
The Public Works Safety Officer is responsible for Public Works employee training programs. All present and new employees of the City will attend one or more Health and Safety training courses and will receive information on the following:

- ◆ An overview of the requirements contained in the Hazard Communication Standard.
- ◆ Hazardous chemicals present at his or her work places.
- ◆ Physical and health risks of the hazardous chemical.
- ◆ The symptoms of overexposure.
- ◆ How to determine the presence or release of hazardous chemicals in his or her work area.
- ◆ How to reduce or prevent exposure to hazardous chemicals through use of control procedures, work practices, and personal protective equipment.

HAZARD COMMUNICATION PROGRAM continued

- ◆ Steps the City has taken to reduce or prevent exposure to hazardous chemicals.
- ◆ Procedures to follow if employees are overexposed to hazardous chemicals.
- ◆ How to read labels and review MSDS's in order to obtain hazard information.
- ◆ Location of the MSDS file and written Hazard Communication Program.

Before introducing a new chemical hazard in any department, each employee in that department will be given information and training as outlined above for the new chemical.



Informing Contractors and Multi-Employer Work Places

It is the responsibility of the Public Works Safety Officer to provide employers of any other employees, or sub-contractors at the work site, with the following information upon request:

- ◆ Copy of the Hazardous Communication Program.
- ◆ Copies of MSDS's (or make them available at a central location) for any hazardous chemicals that the other employers' employees may be exposed to while working.
- ◆ Inform other employers of any precautionary measures that need to be taken to protect employees during normal operating conditions or in foreseeable emergencies.
- ◆ Provide other employers with an explanation of the labeling system that is used at the work site.

It is the responsibility of the Contractor / Vendor to supply MSDS's for the chemicals the contractor is bringing into the work place.

List of Hazardous Chemicals

The following is a list of all known hazardous chemicals used by our employees. Further information on each chemical may be obtained by reviewing the MSDS's located at the Civic Center, City Shop and / or the Wastewater Treatment Plant.

A list of all known Hazardous Chemicals used by the City of Gig Harbor employees on any particular job is available in the front of the ~~Material~~ Safety Data Sheets Books.

RESPIRATORY PROTECTION PROGRAM continued

Respiratory Protection Program for the City of Gig Harbor

Formatted: Font: 14 pt

Our respirator program administrator is the Public Works Safety Officer. He/she is administratively assisted by the Human Resources Department. Our administrator's duties are to oversee the development of the respiratory program and make sure it is carried out at the workplace. The administrator will also evaluate the program regularly to make sure procedures are followed, respirator use is monitored, and respirators continue to provide adequate protection when job conditions change.

Selection of Respirators

Formatted: Font: 14 pt

We have evaluated our use of chemicals at this facility and found respirators must be used by employees in the following locations or positions or doing the following duties, task, or activities:

<u>Employee position or activity</u>	<u>Chemicals or products used</u>	<u>NIOSH approved respirators assigned</u>	<u>When used (routinely, infrequently, or in emergencies)</u>
<u>Maintenance Technicians & Field Supervisors</u>	<u>Asbestos cement pipe</u>	<u>Advantage 200LS Half Mask Respirator</u>	<u>Infrequent and/or emergencies</u>
<u>Maintenance Technicians & Field Supervisors</u>	<u>Oil based paints</u>	<u>Advantage 200LS Half Mask Respirator</u>	<u>Infrequent</u>
<u>Maintenance Technicians & Field Supervisors</u>	<u>Water or latex paints</u>	<u>Advantage 200LS Half Mask Respirator</u>	<u>Infrequent</u>
<u>Maintenance Technicians & Field Supervisors</u>	<u>Welding fumes from galvanized material</u>	<u>Advantage 200LS Half Mask Respirator</u>	<u>Infrequent</u>

AERIAL LIFT TRUCK POLICY

Formatted: English (U.S.)

Reference:

- ANSI/SIA A92-2-2001 Vehicle-Mounted Elevating and Rotating Aerial Devices.
- Versalift Operator's Manual SST-37/40-EIH

PURPOSE

To provide guidance of a general nature for those City employees whose duties and responsibilities require them to hang seasonal decorations on decorative street lights spaced approximately 30' to 250' apart.

SCOPE

This policy covers installation of seasonal decorations, lights, street light repair, and banners. Mobile operations are allowed in the operator's manual provided by the aerial lift truck manufacturer.

GENERAL REQUIREMENTS

Two-person crew:

The driver will take care of setting wheel chocks, cones, stabilizers (if necessary), and engaging the hydraulics at each stop. Employees will remain attached with all required safety harnesses while in the basket. The speed will not exceed 15 mph and the aerial lift will be in the stowed position at all times with the hydraulics disabled while mobile. Two-way communication will be maintained between driver and operator at all times. Additional aerial lift truck training will be done for employees using this equipment.

RETURN TO WORK PROGRAM

Formatted: English (U.S.)

Formatted: Left

Purpose

To provide injured employees the opportunity to return to gainful employment in a capacity that supports their physical capability and aids them in returning to their regular position as quickly as possible.

Return to work, in its broader sense, recognizes that employees may be injured or become ill off the job as well as on the job. The following program establishes a process that may be used to accommodate injured or ill employees whether the injury or illness occurred on or off the job; with the exception that the Workers' Compensation forms are not used for off the job injury or illness.

Benefits of a Return to Work Program

The process of accommodating employees may also result in ideas which improve the work environment for all employees by making the work safer and more efficient.

When an injured worker files an industrial injury claim, early return to work is essential to control and reduce costs for the City and to decrease time needed for healing of the injured worker.

The cost of a workers' compensation claim is charged to the injured worker's department. Getting the worker back to work as soon as permitted by the attending physician reduces Workers' Compensation costs.

A return to work program results in a win-win scenario for both the City and the employee. The City wins by retaining the use of valuable, trained employees while minimizing workers' compensation costs. The employee wins by returning to their place of work and avoiding the negative effects of a long-term absence.

Benefits to the City of Gig Harbor:

- Promotes better morale among all workers;
- Decreases indemnity dollars from lost time, one of the most expensive components in workers' compensation;
- Maintains production for wages paid (when a worker is out drawing lost time benefits there isn't any production derived);
- Reduces the number of fraudulent claims;
- Avoids the cost of training and hiring replacement employees;
- Facilitates employer/employee contact, giving the employer control, direction, and positive resolution to the claim.

Benefits to City employees:

- Increases self-esteem, thereby decreases possible feelings of guilt from having been injured;
- Contributes to faster recovery by keeping the injured worker from becoming physically and psychologically de-conditioned to their regular work schedule;
- Maintains social contact with fellow employees, which encourages faster return to the job and enhances recovery;
- Modified duty provides time to phase back into regular work time and conditions;
- Maintains productiveness.

Discrimination

Be consistent and treat all employees the same. If an employee is practicing unsafe behavior, education and corrective action should be taking place long before accidents and injuries start to occur. Well-documented education and corrective action will help reduce or eliminate the risk of a successful discrimination complaint.

Federal and state laws and City ordinance prohibit taking action against employees for making a claim for workers' compensation benefits. Proof of discrimination or nondiscrimination will frequently be based on the documentation that exists concerning the evaluations made of the employee's work performance.

For example, if an employee has been given glowing reviews for the past five years and then is terminated a week after notifying the City of a work-related injury, the immediate suspicion may be that this termination was grounded in the employee's assertion of the claim. On the other hand, if the employee had received progressive corrective measures for which good documentation exists and the employee is terminated as a natural consequence of these corrective measures, there is less of a basis for claiming discrimination on the basis of the assertion of a claim for workers' compensation benefits.

ADA Reasonable Accommodation

The Americans with Disabilities Act (ADA) prohibits discrimination in employment on the basis of disability. Reasonable accommodations must be considered for employees who make such a request to a management representative.

Formulating Modified or Alternative Duty

Modified duty is an integral part of a return-to-work program. There are some injuries for which the treating physician will recommend a gradual return to employment with a progressive increase in hours.

For example, the doctor may recommend that the employee initially return to work for 4 hours per day and then gradually increase to 6 hours per day, and then to 8 hours. This is commonly known as “work hardening.”

In some cases, the employee's previous job will not be an option in the return-to-work program. Instead, that job will have to be modified to accommodate the temporary restrictions. For example, sometimes the physician will recommend certain restrictions on the amount of weight the employee lifts, or advise that the employee not engage in repetitive motions such as bending or squatting.

As noted above, the actions necessary to bring the employee back to work will vary from case to case; and will follow the advice of the attending physician.

Philosophy

1. From the City's standpoint:

- Modified duty needs to be meaningful work.
- Meaningful work provides the employer with productivity (it may not be at the level of a non-injured employee, but it is the beginning of a return to full productivity).
- Meaningful work increases the likelihood of compliance with the program by other employees and keeps any possible negative emotions to a minimum.
- Middle managers are the key players in making modified duty programs work. Middle managers and supervisors must “buy into” the philosophy of the return to work program to ensure the success of the program.

2. From the employee's standpoint:

- Meaningful work provides the injured worker with a sense of accomplishment, maintains self-esteem, and decreases any negative emotions about not being a contributing member of the work unit.

Where and how to start.

1. Supervisors set a specific date and time to meet with crew chiefs and employee representatives.
2. Designate one individual to record all suggestions made during this session.
3. Clarify with everyone that the objective is to come up with modified jobs within the department, which will be used to safely return injured workers to the work place in a timely fashion.
4. Give all participants the opportunity to suggest any duties or function that might be included in modified duty assignments. Encourage everyone to come up with as many suggestions as possible, even if initially they may think them unrealistic. The idea is to provide as many options as possible to work with.

5. Have the designated recorder list all the suggestions (preferably on flip chart or white board) so that everyone can see the results.
 - Be creative and innovative.
 - People who have used this process have been amazed that once they acknowledged everyone's input, they discovered that they indeed did have options available to them.
6. Once all ideas have been expressed, look at each suggestion individually.
 - This is when discussion among the group takes place to determine what could work, why and how.
 - A second meeting may have to be scheduled to complete this process.
 - Once the group has come to an understanding of what functions can be included in modified duty assignments, these functions are then listed and titled as Modified Duty Assignments.
 - Copies are sent to the Human Resources Department, who will make sure that they are given to the appropriate medical providers, employees, and supervisors, as the need arises.
 - Various modified duty assignments can be grouped together to accommodate one employee.
7. These are suggested modified duty assignments and can be restructured and expanded.
 - They may need to be modified for individual employees in order to accommodate their physical limitations.
 - However, even with possible modifications, you will have your modified duty assignments in place.
 - Employees and medical providers will all be aware of and be ready to implement them when the need arises.

The Return to Work Process

1. Employee reports injury/accident to supervisor.
2. If no medical attention is necessary; complete the employee's and supervisor's report of accident only. Send these reports to Human Resources.
3. If outside medical attention is necessary, complete the employee's and supervisor's report of accident and suggest closest medical facility.
4. Please give the injured worker a *Task List* and/or *Job Analysis* to take to the doctor with instructions to return the completed documents to Human Resources within 48 hours. If possible, have supervisor accompany the injured worker to medical facility. Please have supervisor obtain an estimated return to work date from the medical facility for either full or modified duty.

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Font: 12 pt

5. Investigate the incident as soon as possible, including interviewing all witnesses. Every workplace injury is serious. Document how and why the injury occurred by talking with the injured worker and all who witnessed the accident. Immediately institute appropriate safety precautions to prevent similar injury to other employees.

6. Follow up frequently with the injured worker to see how they are doing. Express your concern for their wellbeing and advise them that they are wanted and needed back to work as soon as medically possible. Continued contact over the life of a claim can improve morale and speed up the return to work process.

Formatted: Font: Not Bold

7. If modified work is approved, discuss return to work arrangements with the employee and have them complete the "Modified Work Form" (Attachment C) with their treating physician. The completed, signed form must be returned to the Human Resources Department prior to the employee's return to work. Discuss the exact day and time the employee is to return to work. The Human Resources Department will prepare a formal job offer for the employee outlining the modified duties the employee's physician has authorized. *Important:* Have the employee sign the formal job offer letter indicating acceptance or refusal of the modified duties.

Formatted: Font: 12 pt

Formatted: Underline, Font color: Red

Formatted: Font: 12 pt, Font color: Red

Formatted: Font: 12 pt

Formatted: Underline, Font color: Red

Formatted: Font color: Red

Formatted: Font: 12 pt

8. Supervisor reviews the restrictions and is aware of what the injured worker can and cannot do. Supervisor does not ask the injured worker to exceed restrictions and documents if injured worker does exceed these restrictions and recommends discipline if necessary.

9. Supervisor advises Human Resources when injured worker returns to modified and full duty.

10. If the employee is not released for any work and/or will be off work for an unknown period of time, immediately notify Human Resources.

Formatted: Font: 12 pt

Formatted: Font: 12 pt

11. Upon receiving the claim form from the physician, complete the *Employer's Portion* as instructed.

12. Send all forms to Human Resources, who will forward them on to the City's workers' compensation/loss prevention service provider as required.

Formatted: Indent: Left: 0", Hanging: 0.33", Space After: 12 pt, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Tab after: 1" + Indent at: 1", Tab stops: 0.33", Right + 0.58", Left

Formatted: Underline, Font color: Red

APPENDIX F

JOB HAZARD ANALYSIS

Formatted: Font: 16 pt

Analysis Information

Work Activity	JHA No.	New or Revised	Date
Department	Analyst Name	Analyst Position	
Reviewer	Approval (Reviewer signature)	Date	

Work Activity Review

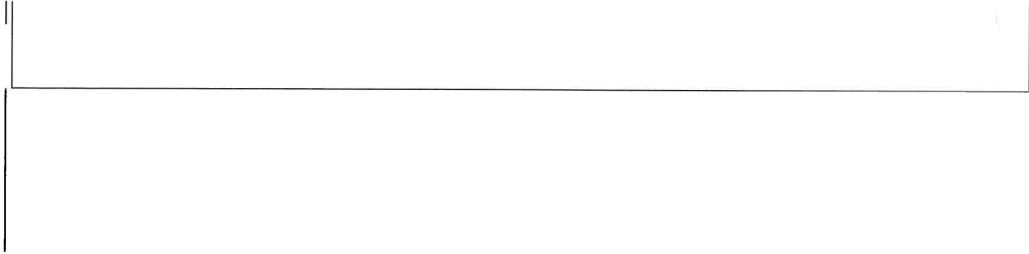
Work Activity Tasks	Identified Hazards	Controls for Identified Hazards

Equipment and Training Determinations

Required Personal Protective Equipment (PPE) [briefly note the hazard the selected PPE is addressing]

Required or Recommended Training Needed Prior to Undertaking Work Activity

Comments or Rationale for Findings (if needed)



Appendix F (page 1 of 3)

City of Gig Harbor

JOB HAZARD ANALYSIS ASSESSMENT

Instructions

1. **Conduct a walk through survey of your business.** For each job/task step, note the presence of any of the following hazard types (see table below), their sources, and the body parts at risk. Fill out the left side of the hazard assessment form (for help, see samples on p.29-30 in the guide). Gather all the information you can.

Look at all steps of a job and ask the employee if there are any variations in the job that are infrequently done and that you might have missed during your observation.

For purposes of the assessment, assume that no PPE is being worn by the affected employees even though they may actually be wearing what they need to do the job safely.

Note all observed hazards. This list does not cover all possible hazards that employees may face or for which personal protective equipment may be required. Noisy environments or those which may require respirators must be evaluated with appropriate test equipment to quantify the exposure level when overexposure is suspected.

Hazard Type	General Description of Hazard Type
Impact	Person can strike an object or be struck by a moving or flying or falling object.
Penetration	Person can strike, be struck by, or fall upon an object or tool that would break the skin.
Crush or pinch	An object(s) or machine may crush or pinch a body or body part.
Harmful Dust	Presence of dust that may cause irritation, or breathing or vision difficulty. May also have ignition potential.
Chemical	Exposure from spills, splashing, or other contact with chemical substances or harmful dusts that could cause illness, irritation, burns, asphyxiation, breathing or vision difficulty, or other toxic health effects. May also have ignition potential.
Heat	Exposure to radiant heat sources, splashes or spills of hot material, or work in hot environments.
Light (optical) Radiation	Exposure to strong light sources, glare, or intense light exposure which is a byproduct of a process.
Electrical Contact	Exposure to contact with or proximity to live or potentially live electrical objects.
Ergonomic hazards	Repetitive movements, awkward postures, vibration, heavy lifting, etc.
Environmental hazards	Conditions in the work place that could cause discomfort or negative health effects.

Formatted: Normal, Left, Space Before: Auto, After: Auto

Formatted: Normal, Space Before: Auto, After: Auto

Formatted: Indent: Left: 0", First line: 0", Space Before: Auto, After: Auto, Tab stops: Not at 0.25"

Formatted: Normal, Space Before: Auto, After: Auto

Formatted: Left, Space Before: Auto, After: Auto

Formatted: Space Before: Auto, After: Auto

Formatted: Left, Space Before: Auto, After: Auto

Formatted: Space Before: Auto, After: Auto

Formatted: Space Before: Auto, After: Auto

Formatted: Left, Space Before: Auto, After: Auto

Formatted: Left, Space Before: Auto, After: Auto

Formatted: Space Before: Auto, After: Auto

Formatted: Space Before: Auto, After: Auto

Formatted: Left, Space Before: Auto, After: Auto

Formatted: Normal, Space Before: Auto, After: Auto

Formatted: Space Before: Auto, After: Auto

Formatted: Left, Space Before: Auto, After: Auto

Formatted: Left, Space Before: Auto, After: Auto

Formatted: Space Before: Auto, After: Auto

Formatted: Left, Space Before: Auto, After: Auto

Formatted: Space Before: Auto, After: Auto

Formatted: Left, Space Before: Auto, After: Auto

Formatted: Space Before: Auto, After: Auto, Don't keep with next

Formatted: Left, Space Before: Auto, After: Auto

Formatted: Space Before: Auto, After: Auto, Don't keep with next

2. ~~_____~~ **Analyze the hazard.** For each job task with a hazard source identified, use the Job Hazard Analysis Matrix table and discuss the hazard with the affected employee and supervisor. Fill out the right side of the hazard assessment form:

Formatted: Indent: Left: 0", First line: 0", Space Before: Auto, After: Auto, Tab stops: Not at 0.25"

• _____ Rate the SEVERITY of injury that would *reasonably* be expected to result from exposure to the hazard.

Formatted: Normal, Space Before: Auto, After: Auto

• _____ Rate the PROBABILITY of an accident actually happening.

Formatted: Left, Space Before: Auto, After: Auto

Formatted: Normal, Space Before: Auto, After: Auto

Appendix F (page 2 of 3)

Job Hazard Analysis Matrix						
Severity of Injury		Probability of an Accident Occurring				
Level	Description	A	B	C	D	E
		Frequent	Several Times	Occasional	Possible	Extremely Improbable
1	Fatal or Permanent Disability	4	4	4	2	3
2	Severe Illness or Injury	4	4	2	2	3
3	Minor Injury or Illness	2	2	2-3	3	3
4	No Injury or Illness	3	3	3	3	3

Assign a RISK CODE based upon the intersection of the SEVERITY and PROBABILITY ratings on the matrix.

- Formatted: Left, Space Before: Auto, After: Auto
- Formatted: Left, Space Before: Auto, After: Auto
- Formatted: Left, Space Before: Auto, After: Auto
- Formatted: Left, Space Before: Auto, After: Auto
- Formatted: Left, Space Before: Auto, After: Auto
- Formatted: Left, Space Before: Auto, After: Auto
- Formatted: Normal, Space Before: Auto, After: Auto
- Formatted: Left, Space Before: Auto, After: Auto
- Formatted: Left, Space Before: Auto, After: Auto
- Formatted: Left, Space Before: Auto, After: Auto
- Formatted: Left, Space Before: Auto, After: Auto
- Formatted: Indent: Left: 0", First line: 0", Space Before: Auto, After: Auto, Tab stops: Not at 0.25"

Risk Priority		
Code	Risk Level	Action Required
1	High	Work activities must be suspended immediately until hazard can be eliminated or controlled or reduced to a lower level.
2	Medium	Job hazards are unacceptable and must be controlled by engineering, administrative, or personal protective equipment methods as soon as possible.
3	Low	No real or significant hazard exists. Controls are not required but may increase the comfort level of employees.

3. **Take action on the assessment.** Depending on the assigned Risk Level/Code (or Risk priority), take the corresponding action according to the table above:

• If Risk priority is LOW (3) for a task step → requires no further action.

Note: If you assign a risk code of 3, be sure that there isn't a WISHA standard that requires specific protection be provided. For example: WAC 296-24-65003 requires personal protective equipment when using compressed air for cleaning.

• If Risk priority is MEDIUM (2) → select and implement appropriate controls.

• If Risk priority is HIGH (1) → immediately stop the task step until appropriate controls can be implemented.

- Formatted: Normal, Space Before: Auto, After: Auto
- Formatted: Indent: Left: 0", Space Before: Auto, After: Auto
- Formatted: Normal, Space Before: Auto, After: Auto

A high risk priority means that there is a reasonable to high probability that an employee will be killed or permanently disabled doing this task step and/or a high probability that the employee will suffer severe illness or injury!

Formatted: Indent: Left: 0", Right: 0", Space Before: Auto, After: Auto, Border: Top: (No border), Bottom: (No border), Left: (No border), Right: (No border)

4. **Select PPE:**

Formatted: Space Before: Auto, After: Auto, Tab stops: Not at 0.25"

Try to reduce employee exposure to the hazard by first implementing engineering, work practice, and/or administrative controls. If PPE is supplied, it must be appropriately matched to the hazard to provide effective protection, durability, and proper fit to the worker. Note the control method to be implemented in the far right column.

Formatted: Normal, Space Before: Auto, After: Auto

5. **Certify the hazard assessment:**

Formatted: Space Before: Auto, After: Auto, Tab stops: Not at 0.25"

Certify on the hazard assessment form that you have done the hazard assessment and implemented the needed controls.

Formatted: Normal, Space Before: Auto, After: Auto

Incorporate any new PPE requirements that you have developed into your written accident prevention program.

Formatted: Normal, Space Before: Auto, After: Auto, Line spacing: single, Tab stops: Not at 1"

Formatted: Normal, Space Before: Auto, After: Auto

Appendix F (page 3 of 3)

Job Hazard Analysis for Personal Protective Equipment (PPE) Assessment

Job/Task: _____ Location: _____

Formatted: Left, Space Before: Auto, After: Auto

Formatted: Normal, Space Before: Auto, After: Auto, Tab stops: Not at 10"

Job/Task Step	Hazard Type	Hazard Source	Body Parts At Risk	Severity	Probability	Control Method [†]

Formatted: Left, Space Before: Auto, After: Auto

Formatted: Normal, Space Before: Auto, After: Auto

Formatted: Left, Space Before: Auto, After: Auto

Formatted: Normal, Space Before: Auto, After: Auto

Formatted: Normal, Space Before: Auto, After: Auto

Formatted: Normal, Space Before: Auto, After: Auto

Formatted: Normal, Space Before: Auto, After: Auto

Formatted: Normal, Space Before: Auto, After: Auto

Formatted: Normal, Space Before: Auto, After: Auto

Formatted: Normal, Space Before: Auto, After: Auto

Formatted: Normal, Space Before: Auto, After: Auto

Formatted: Space Before: Auto, After: Auto

Formatted: Space Before: Auto, After: Auto

(1) Note: Engineering, work practice, and/or administrative hazard controls such as guarding must be used, if feasible, before requiring employees to use personal protective equipment.

Certification of Assessment
*Name of work place: CITY OF GIG HARBOR *Address: 3510 Grandview Street

*Assessment Conducted By: _____ Title: _____ *Date(s) of Assessment:

Implementation of Controls Approved By: _____ Title: _____ Date: _____

Appendix N

(This list is not necessarily comprehensive.)

Confined Spaces and Associated Hazards at the City of Gig Harbor Wastewater Treatment Plant and Surrounding Wastewater Lift Stations:

Formatted: Font: 12 pt, Not Italic

Formatted: Left

Formatted: Font color: Red

Location: City of Gig Harbor Wastewater Treatment Plant located at 4216 Harborview Drive, Gig Harbor, WA 98335.

1. Flow Meter Vault (east end of aeration basin #4)(A,B,F,G,H)
2. MLR Check Valve (east end of aeration basin #4) (A,F,G,H)
3. Anoxic Basin #1 Drain Manhole @ north end of basin (A,D,F,G,H)
4. Anoxic Basin #2 & 3 Drain Manhole @ north end of basins (A,D,F,G,H)
5. Effluent Outfall Check Valve Vault (east end of chlorine contact basins / UV) (A,D,F,G,H)
6. In-Plant Pump Station (east end of clarifier #1) (A,B,D,F,G,H,)
7. In-Plant Pump Station Check Valve Vault (east of in plant pump station) (A,F,G,H)
8. Clarifier #4 Scum Pit (southeast end of clarifier #4) (A,D,F,G,H)

Location: Lift Station #1 located at 3303 Vernhardson Drive, Gig Harbor, WA 98335.

1. Control Panel Area/Wet Well (A,B,D,F,G,H)

Location: Lift Station #2 located at 8803 Harborview Drive, Gig Harbor, WA 98335.

1. Wet Well located in sidewalk (south side of Harborview Drive) (A,B,D,F,G,H)
2. Check Valve Vault (platform viewing area) (A,F,G,H)

Location: Lift Station #3A located at 4102 Harborview Drive, Gig Harbor, WA 98335.

1. Wet Well (A,B,C,D,E,F,G,H)
2. Check Valve Vault (A,F,G,H)

Location: Lift Station #4 located at 3211 Harborview Drive, Gig Harbor WA 98335.

1. Wet Well (A,B,D,F,G,H)
2. Dry Well (A,B,C,D,E,F,G,H)
3. Check Valve Vault (A,F,G,H)

Location: Lift Station #5 located at 2823 Harborview Drive, Gig Harbor WA 98335.

1. Control Panel Area/Wet Well (A,B,D,F,G,H)

Location: Lift Station #6 located at 2809 Ryan Street, Gig Harbor WA 98335.

1. Control Panel Area/Wet Well (A,B,D,F,G,H)

Location: Lift Station #7 located at 5611 Reid Drive, Gig Harbor, WA 98335.

1. Wet Well (A,B,D,F,G,H)
2. Check Valve Vault (A,D,F,G,H)

Location: Lift Station #8 located at 4427 Harbor Country Drive, Gig Harbor WA 98335.

1. Wet Well (A,B,C,D,F,G,H)
2. Dry Well (A,B,C,D,E,F,G,H)
3. Check Valve Vault (A,F,G,H)

Location: Lift Station #12 located at 11515 Burnham Drive, Gig Harbor WA 98335.

1. Wet well (A,B,C,D,E,F,G,H)
2. Dry Well (A,B,C,D,E,F,G,H)

Location: Lift Station #13 located at 1709 Purdy Drive, Gig Harbor WA 98335.

1. Wet Well (A,B,D,F,G,H)
2. Dry Well (A,B,C,D,E,F,G,H)

Location: Lift Station #14 located at 6811 Wagner Way, Gig Harbor WA 98335.

1. Wet Well (A,B,D,F,G,H)
2. Check Valve Vault (A,F,G,H)

Location: Lift Station #16 located at 12216 59th Ave. NW, (McCormick Ridge), Gig Harbor WA.

1. Wet Well (A,B,D,F,G,H)

Location: Lift Station #20 located at 7924 Ray Nash Drive, Gig Harbor WA 98335.

1. Control panel/wet well (A,B,D,F,G)

Location: Lift Station #21A located at 6401 Skansie Avenue, Gig Harbor WA 98335.

1. Wet Well (A,B,D,F,G,H)
2. Flow Meter Vault (A,B,D,F,G,H)

*Hazard key

- A. Falls
- B. Electrical shock
- C. Hearing protection required
- D. Air quality
- E. Moving equipment
- F. Overhead danger (falling objects)
- G. Contact with waste water
- A-H. _____ Engulfment possibility
while working on equipment



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

Subject: Interlocal Agreement - West Sound
Sound Stormwater Outreach Group

Proposed Council Action: Authorize the Mayor to sign an Interlocal Agreement between Kitsap County and the City of Gig Harbor to continue the West Sound Stormwater Outreach Group for the duration of three years in the not-to-exceed amount of \$23,958.00.

Dept. Origin: Public Works/Engineering

Prepared by: Wayne Matthews
Engineering Technician

For Agenda of: October 10, 2016

Exhibits: Interlocal Agreement including Exhibit A -- Scope of Work and Budget

Concurred by Mayor:

Initial & Date

db 10-5-16

Approved by City Administrator:

Ron W 10/5/16

Approved as to form by City Atty:

via e-mail

Approved by Finance Director:

W. J. ... 10/5/16

Approved by Department Head:

9-30-16

Approved by Public Works Director:

10/5/16

Expenditure Required \$ 23,958.00	Amount Budgeted \$ 30,000.00	Appropriation Required \$ 0
--------------------------------------	---------------------------------	--------------------------------

INFORMATION / BACKGROUND

As a Washington State Department of Ecology (Ecology) NPDES Phase II Municipal Stormwater Permittee, the City must maintain compliance with the continued implementation of the public education and outreach programs to achieve measurable reductions in behaviors that cause or contribute to adverse stormwater impacts. As part of this requirement Ecology encourages coordination among Permittees with adjoining or shared geographic areas.

This Interlocal Agreement continues the previously executed agreement the City has in place that will expire December 31, 2016. This Interlocal Agreement commences January 1, 2017 and expires December 31, 2019. By entering into this Interlocal Agreement, existing and new stormwater outreach programs will continue to be supported.

Through this Interlocal Agreement the City will collaborate in the development, implementation and funding of stormwater education and outreach messages, materials, activities, and program assessment tools that include pre and post program surveys of the general public, businesses and other target audiences as required by the NPDES Phase II Permit.

FISCAL CONSIDERATION

This work is part of the City's ongoing NPDES Phase 2 Permit effort and will be funded through the Stormwater Operating Fund. Originally, the City had budgeted \$30,000, but will be reimbursed by the State appropriated Ecology NPDES Capacity Grant that was executed by the City in the amount of \$25,000.00.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION / MOTION

Move to: Authorize the Mayor to sign an Interlocal Agreement between Kitsap County and the City of Gig Harbor to continue the West Sound Stormwater Outreach Group for the duration of three years in the not-to-exceed amount of \$ 23,958.00.

**INTERLOCAL AGREEMENT
BETWEEN KITSAP COUNTY AND
THE CITY OF GIG HARBOR
FOR THE WEST SOUND STORMWATER OUTREACH GROUP**

I. PREAMBLE

This Interlocal Agreement (hereafter "AGREEMENT") is by and between Kitsap County (hereafter "COUNTY") whose principal offices are located at 614 Division Street, Port Orchard, Washington 98366 and the City of Gig Harbor (hereafter "CITY") whose principal offices are located at 3510 Grandview Street, Gig Harbor, Washington 98335.

II. RECITALS

Whereas, the Washington State Department of Ecology requires owners or operators of a municipal separate storm sewer system to obtain coverage under a Western Washington NPDES Phase II Municipal Stormwater Permit; and

Whereas, mutual benefits will accrue to the parties hereto and the people which each serves in the cooperative implementation of the West Sound Stormwater Outreach Group. The Interlocal Cooperation Act, chapter 39.34 RCW, further authorizes the parties hereto to enter into this AGREEMENT; and

Whereas, Permittees are required by Permit Section S5.C.1 to provide stormwater education and outreach programs designed to achieve measurable reductions in behaviors that cause or contribute to adverse stormwater impacts; and

Whereas, coordination among Permittees with adjoining or shared geographic areas is encouraged by Washington State Department of Ecology and enhances access to federal, state, and other financial and technical support, and

Whereas, West Sound residents share media sources and would benefit from consistent messaging across city and county boundaries; and

Whereas, municipal resource efficiency is increased and cost savings are realized through sharing expertise, expenses, and staff time to gain economies of scale and avoid duplication; and

Whereas, Kitsap County and the cities of Poulsbo, Bremerton, Port Orchard, Gig Harbor, Bainbridge Island, and Port Angeles desire to continue to work together as the West Sound Stormwater Outreach Group to coordinate joint development and implementation of stormwater education and outreach programs.

NOW THEREFORE, the parties mutually agree as follows:

III. AGREEMENT

- A. The Recitals set forth above are expressly incorporated into the AGREEMENT by this reference.

- B. This AGREEMENT consists of the following documents:
1. Interlocal Agreement
 2. Exhibit A: West Sound Stormwater Outreach Group Scope of Work and Budget
- C. **Purpose:** The purpose of the AGREEMENT is to provide a mechanism through which COUNTY and CITY voluntarily collaborate in the development, implementation, and funding of stormwater education and outreach messages, materials, activities, and program assessment tools for the general public, businesses, and other target audiences as required by the NPDES Phase II Permit.
- D. **Payment and Funding:** CITY will provide COUNTY funds in an amount not to exceed a total of \$7,986 **per year**, \$23,958 **total** for the years 2017 through 2019 in accordance with Section I below, COUNTY agrees to send invoices to CITY representative for reimbursement of allowable expenses incurred as defined in Exhibit A.
- E. **Scope of Work:** COUNTY and CITY shall perform duties and services as are listed in Exhibit A, attached hereto and incorporated herein by this reference. Said services shall be performed in accordance with the approved Scope of Work and budget specified in Exhibit A, and as provided for in Section I of this AGREEMENT.
- F. **COUNTY and CITY Administrators:**

The "West Sound Stormwater Outreach Group" is a collective of local jurisdictions and is not a separate legal entity. Accordingly, Michelle Perdue, Education & Outreach Coordinator, 614 Division Street, MS-26A, Port Orchard, Washington 98366 shall represent COUNTY in all matters pertaining to the services rendered under this AGREEMENT. All requirements of the CITY pertaining to the services and materials to be rendered under this AGREEMENT shall be coordinated through the COUNTY representative.

Jeff Langhelm Senior Engineer, 3510 Grandview Street, Gig Harbor, Washington 98335, shall represent the CITY in all matters pertaining to the services and materials to be rendered under this AGREEMENT. All requirements of the COUNTY pertaining to the services or materials to be rendered under this AGREEMENT shall be coordinated through the CITY representative.

Following a change of representative, COUNTY and CITY will inform the other party in writing within ten (10) working days.

- G. **Reporting:** By January 31st of each year this AGREEMENT is in effect, COUNTY and CITY will jointly report the results of work conducted under this AGREEMENT in a manner that is mutually useful in the fulfillment of NPDES Permit reporting requirements for public education activities, as specified in Permit Section S9.E.2.c.
- H. **Responsibilities of the Parties:** It is mutually understood that CITY will provide COUNTY with the following:

Up to \$23,958 over the duration of this AGREEMENT for development of educational materials, professional service fees, partial reimbursement of COUNTY administrative costs, and other expenses related to tasks as described in Exhibit A. CITY will also contribute staff time to attend meetings, provide input, conduct pertinent research, and participate in program development.

It is mutually understood that COUNTY will provide CITY with the following:

COUNTY will provide administrative services and act as financial manager for this AGREEMENT and associated professional service contracts. COUNTY will also contribute staff time to facilitate meetings, provide input, conduct pertinent research, and participate in program development.

- I. **Reimbursement:** CITY shall reimburse COUNTY for actual incurred costs upon presentation of a properly executed invoice. Costs shall be charged and funding reimbursed based upon appropriate program elements as defined in Exhibit A. COUNTY may exceed line item amounts within individual program element budgets, but shall not exceed the total budget for each individual program element without written approval of CITY. Reimbursement requests shall not be made to CITY more frequently than once a month. CITY shall reimburse COUNTY within thirty (30) days of receipt of a properly executed COUNTY invoice.
- J. **Property:** Title to property purchased by COUNTY, the cost of which COUNTY has been reimbursed as a direct item of cost under this AGREEMENT, shall pass to and vest to COUNTY. Property purchased with funds delivered pursuant to this AGREEMENT may be used only for the performance of this AGREEMENT and shall be purchased in accordance with applicable state law and COUNTY purchasing policies.
- K. **Assignment:** COUNTY may assign or subcontract any portion of the services provided within the terms of the AGREEMENT. All terms and conditions of the AGREEMENT shall apply to any approved subcontract or assignment related to this AGREEMENT.
- L. **Indemnity:** Both COUNTY and CITY shall accept responsibility for any and all liability arising from acts of its own officers, employees, agents, and contractors to the extent provided by law. Additionally, each party agrees to indemnify, defend, and hold harmless the other party, and its officers, agents, and employees for all claims (including demands, suits, penalties, losses, damages, or costs of any kind whatsoever) including costs, expenses, and reasonable attorney's fees, to the extent such a claim arises or is caused by the indemnifying party's own negligence or that of its officers, agents, or employees in performance of this AGREEMENT.

Nothing contained in this section of this AGREEMENT shall be construed to create a liability or a right of indemnification in any third party.

This section shall survive the expiration of this AGREEMENT.

- M. **Amendments:** The parties hereby further agree that this AGREEMENT cannot be amended or modified without the written concurrence of both parties.

- N. **Termination:** Either party to this AGREEMENT may elect to terminate this AGREEMENT for any reason by delivering a sixty (60) day written notice of intent to terminate to the other party. In the event of such termination, COUNTY shall be compensated for the actual costs incurred prior to the time of written notification of contract termination.
- O. **Duration:** This AGREEMENT shall commence on the date of execution, and shall remain in effect through December 31, 2019.
- P. **Recording:** Pursuant to RCW 39.34.040, this AGREEMENT shall be filed with the Kitsap County Auditor.
- Q. **Waiver:** A failure by either party to exercise its rights under this agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this AGREEMENT unless stated to be such in a writing signed by an authorized representative of the party and attached to the original AGREEMENT.
- R. **Governing Law:** This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Washington.
- S. **Venue:** The venue for any action to enforce or interpret this AGREEMENT shall lie in the Superior Court of Washington for Kitsap County, Washington.
- T. **Multiple Originals:** This AGREEMENT may be executed in multiple copies, each of which shall be deemed an original.
- U. **Severability:** If any provision of this AGREEMENT or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of the AGREEMENT which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this AGREEMENT are declared to be severable.

IN WITNESS WHEREOF, this AGREEMENT was executed by the parties on the dates hereinafter indicated.

DATED this ____ day of _____, 2016

DATED this ____ day of _____, 2016

CITY OF GIG HARBOR

**BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON**

Jill Guernsey, Mayor

Edward E. Wolfe, Chair

ATTEST:

Charlotte Garrido, Commissioner

City Clerk

Robert Gelder, Commissioner

Approved as to Form:

ATTEST:

City Attorney

Dana Daniels, Clerk of the Board

EXHIBIT A:
WEST SOUND STORMWATER OUTREACH GROUP
Scope of Work & Budget for 2017–2019

Kitsap County and the Cities of Poulsbo, Bremerton, Port Orchard, and Gig Harbor have been working to jointly develop, implement, and fund NPDES Municipal Stormwater Permit-required outreach via interlocal agreements since 2008. With the additions of Bainbridge Island and Port Angeles in 2012, the group assumed the name of West Sound Stormwater Outreach Group (WSSOG), to represent the regional scope and to align with other similar groups across Puget Sound under the Stormwater Outreach for Regional Municipalities (STORM) umbrella.

A. GOALS, OBJECTIVES, AND TASKS

Goals:

1. Work cooperatively to help meet the requirements for compliance with NPDES Phase II Municipal Stormwater Permit Section S5.C.1, Public Education and Outreach, through the implementation of “education and outreach program[s] designed to reduce or eliminate behaviors and practices that cause or contribute to adverse stormwater impacts and encourage the public to participate in stewardship activities.”¹
2. Realize cost savings and increase municipal resource efficiency by sharing expertise, expenses, and staff time to gain economies of scale and avoid duplication.
3. Jointly work to help fulfill education and outreach requirements of local Total Maximum Daily Loads (TMDLs), also known as Water Pollution Cleanup Plans.
4. Benefit citizens of the West Sound region by providing consistent outreach and messaging.
5. Gain enhanced access to federal, state, and other financial and technical support through coordination among Permittees with adjoining or shared geographic areas.

Objectives & Tasks:

Objective 1 Develop and adhere to an annual work plan for each year of this interlocal agreement.

Task 1.1 Jointly develop a work plan for each year by January 31 of 2017, 2018, and 2019.

Objective 2 Build on existing successful efforts by maintaining elevated awareness levels and environmentally positive behavior trends for one audience and behavior selected during the previous Permit term.

Task 2.1 Review available survey results to determine impact of existing outreach efforts.

Task 2.2 Continue to achieve sustained awareness and practice of proper pet waste management.

- Implement the updated Education & Outreach Plan for Pet Waste in Backyards, including a strategy for sustained awareness for the current Permit term, using adaptive management as necessary.

¹ Washington State Department of Ecology, *Western Washington Phase II Municipal Stormwater Permit* (2013) p.16.

- Continue to implement the Pet Waste in Public Places campaign, including a strategy for continued awareness and behavior adoption for the current Permit term using adaptive management as necessary, promoting maintenance of the Mutt Mitt Program and supporting growth where indicated.

- Objective 3 Select one new behavior and target audience. Review and prioritize the list of NPDES Permit audiences and practices to be addressed by a behavior change campaign. Revise as necessary based on emerging issues, opportunities, and evaluation results.
- Task 3.1 Assess practices that are most likely contributing to adverse stormwater impacts based on regional reports, studies, and knowledge of local pollution problems. Consider the scope of the problems as identified by reports, water quality data, and inspection/investigation results.
- Task 3.2 Evaluate behaviors targeted for social marketing campaigns using factors such as:
- Attitude and behavior survey data, such as the Puget Sound Partnership's General Opinion Survey and Sound Behavior Index results;
 - Applicability of the issue across the West Sound region;
 - Availability of existing, effective programs that can be modeled;
 - Opportunities to collaborate with others involved in stormwater outreach programs;
 - Degree to which behaviors are single, simple, doable, and measurable; and
 - Findings from Task 3.1.
- Objective 4 Design or adopt a social marketing campaign with built-in evaluation protocols for the highest priority behavior from Objective 3.
- Task 4.1 Conduct formative research, which may include:
- Reviewing other program designs, management approaches, and evaluation strategies;
 - Adopting a campaign approach that has been thoroughly evaluated and proven successful in a similar community; and/or
 - Utilize focus groups or other survey tools to garner in-depth information on attitudes and practices relative to the behavior, and identify barriers and benefits of the target audience adopting the behavior.
- Task 4.2 Develop a campaign strategy based on research from Task 4.1 that includes an evaluation plan with specific, measurable, and achievable outcomes.
- Objective 5 Implement a social marketing campaign for the highest priority behavior.
- Task 5.1 Test the campaign strategy on a small segment of the population, using focus groups and/or pilot studies to refine and reevaluate the strategy.
- Task 5.2 Implement the campaign across the community, assessing effectiveness at proper intervals, documenting progress, and changing the campaign strategy as necessary to achieve defined outcomes.
- Task 5.3 Continue the program at an appropriate level once measurements indicate increased adoption of the behavior in the target audience.
- Objective 6 As resources and consensus of the group are available, implement additional campaigns using a phased approach for each prioritized behavior and associated target audience.
- Task 6.1 Pursue grants and other funding opportunities as available and appropriate.

- Objective 7 Use adaptive management to refine programs and direct education and outreach resources most effectively.
- Task 7.1 Take advantage of mutually beneficial outreach opportunities that fall within the NPDES Permit-required scope of audiences and behaviors, regardless of prioritization ranking.
 - Task 7.2 Seek opportunities to share among member jurisdictions the existing outreach efforts to audiences not prioritized within the WSSOG activities, such that these efforts are beneficial to all members.
- Objective 8 Represent the WSSOG on larger regional stormwater outreach efforts through participation as a contributing member of STORM and the Puget Sound Starts Here (PSSH) campaign development team.
- Task 8.1 Help implement the STORM Strategic Plan and annual Work Plan to achieve results of use and benefit to the WSSOG.
 - Task 8.2 Promote capacity building among STORM and WSSOG members to raise the caliber of collective outreach in the region.
 - Task 8.3 Support development and implementation of the PSSH awareness campaign in conjunction with on the ground local behavior change programs.
- Objective 9 Track and maintain records of education and outreach activities. Publish an annual summary of activities that is suitable for use in NPDES reporting.

B. BUDGET

Table 1 shows the annual budget for years 2017 through 2019. The annual Staff Time budget of \$50,932 is for 0.5 FTE of a Kitsap County Education & Outreach Coordinator's time to administer the Interlocal Agreement and manage outreach programs identified in the annual work plan on behalf of the WSSOG. This funding also includes coordination with STORM, the Puget Sound Starts Here campaign development team, ECO Nets, and all associated travel expenses; as well as administrative duties such as financial tracking and management. The annual staff time budget will be shared by all WSSOG jurisdictions in proportion to their relative population size, as shown in Table 1.

The annual Outreach Base Programs budget of \$80,371 will be used to implement joint programs prioritized by the group and agreed upon for inclusion in the WSSOG annual work plan. This may include activities such as the Mutt Mitt Program, backyard pet waste outreach, reporting hotline promotion, advertising, business outreach, local implementation of the Puget Sound Starts Here campaign, newsletters and literature development, priority behavior change programs, and evaluation/surveys. The WSSOG will make every effort to minimize actual costs by selecting competitive bids for professional services, and by pursuing grants and other funding sources as available and appropriate.

The annual Supplemental Programs Budget was added to accommodate several jurisdictions that expressed a desire for additional outreach support. This allows flexibility for jurisdictions to customize a suite of outreach options to meet the needs of their communities. Rates for elementary classroom lessons were based on County staff time for lesson preparation, teaching time, and travel. Cinema ad rates were based on real charges incurred for similar advertising in 2016. To meet the needs of jurisdictions who utilize biennial budget cycles, year 2017 and years 2018-19 were calculated on separate charts.

Table 1. Annual budget for all program elements -

2017.

Jurisdiction	Population Est 2015 (OFM)	Relative Population	Staff Time	Base Programs Budget	PSSH & Mutt Mitt Programs*	Supplemental Programs Budget	Annual Cost per Jurisdiction
Unincorporated KC	171,940	60.1%	\$30,631	\$41,450			\$72,081
Bremerton	39,410	13.8%	\$7,021	\$11,151	\$1,650	\$0	\$18,171
Bainbridge Island	23,390	8.2%	\$4,167	\$8,139	\$2,500	\$0	\$12,306
Port Angeles	19,140	6.7%	\$3,410	\$6,364	\$1,750	\$1,700 ¹	\$11,474
Port Orchard	13,510	4.7%	\$2,407	\$5,807	\$2,550	\$860 ²	\$9,074
Poulsbo	9,950	3.5%	\$1,773	\$4,899	\$2,500	\$2,750 ³	\$9,421
Gig Harbor	8,555	3.0%	\$1,524	\$2,562	\$500	\$3,900 ⁴	\$7,986
TOTAL	285,895	100.0%	\$50,932	\$80,371	\$11,450	\$9,210	\$140,513

*This column is **included** in the total Base Programs Budget, and represents a cap, or 'not to exceed' total for these two items per jurisdiction.

¹ Includes funding for 3 months of cinema ads in Port Angeles.

² Includes funding for 4 elementary school classroom lessons at \$215 each in Port Orchard.

³ Includes funding for 6 elementary school classroom lessons at \$275 each, and 3 weeks of cinema ads in Poulsbo.

⁴ Includes funding for 3 months of cinema ads in Gig Harbor.

Table 2. Annual budget for all program elements -
2018 & 2019.

Jurisdiction	Population Est 2015 (OFM)	Relative Population	Staff Time	Base Programs Budget	PSSH & Mutt Mitt Programs*	Supplemental Programs Budget	Annual Cost per Jurisdiction
Unincorporated KC	171,940	60.1%	\$30,631	\$41,450			\$72,081
Bremerton	39,410	13.8%	\$7,021	\$11,151	\$1,650	\$0	\$18,171
Bainbridge Island	23,390	8.2%	\$4,167	\$8,139	\$2,500	\$2,500 ¹	\$14,806
Port Angeles	19,140	6.7%	\$3,410	\$6,364	\$1,750	\$1,700 ²	\$11,474
Port Orchard	13,510	4.7%	\$2,407	\$5,807	\$2,550	\$0	\$8,214
Poulsbo	9,950	3.5%	\$1,773	\$4,899	\$2,500	\$2,750 ³	\$9,421
Gig Harbor	8,555	3.0%	\$1,524	\$2,562	\$500	\$3,900 ⁴	\$7,986
TOTAL	285,895	100.0%	\$50,932	\$80,371	\$11,450	\$10,850	\$142,153

*This column is **included** in the total Base Programs Budget, and represents a cap, or 'not to exceed' total for these two items per jurisdiction.

¹ Includes funding for 2 months of cinema ads in Bainbridge Island.

² Includes funding for 3 months of cinema ads in Port Angeles.

³ Includes funding for 6 elementary school classroom lessons at \$275 each, and 3 weeks of cinema ads in Poulsbo.

⁴ Includes funding for 3 months of cinema ads in Gig Harbor.



Business of the City Council City of Gig Harbor, WA

<p>Subject: Tabling The Harbor Zones and Uses Project</p> <p>Proposed Council Action: Motion to table the Harbor Zones and Uses Planning Commission project, requesting staff to focus on city-wide infrastructure and transportation analyses. After the analyses are complete, Council may direct the Planning Commission to take further action on implementation of the Goals and Policies in The Harbor Element through adoption of an annual Planning Commission work program.</p>	<p>Dept. Origin: Planning</p> <p>Prepared by: Lindsey Sehmel, AICP LNS</p> <p>For Agenda of: October 10, 2016</p> <p>Exhibit: N/A</p> <p>Concurred by Mayor:</p> <p>Approved by City Administrator: RW 10/5/16 Initial & Date</p> <p>Approved as to form by City Atty: JG 10-5-16 via email 10/5/16</p> <p>Approved by Finance Director: N/A</p> <p>Approved by Department Head: JK 10/5/16</p>		
Expenditure Required	Amount Budgeted	Appropriation Required	\$ 0

INFORMATION/BACKGROUND

At the October 3rd, 2016 City Council work-study session with the Planning Commission, the Council was briefed on the activities of the Planning Commission on a project called "The Harbor - Zones and Uses."

As a part of that project, the Commission sought public comment on a variety of potential zoning amendments in the downtown area. That public comment period ended after a May 19th public hearing.

In June, the Planning Commission considered these comments. Based on the overwhelming desire by the public to see improvements to traffic and infrastructure, the Commission recommended the Council not move forward with any of these potential amendments until infrastructure needs are analyzed.

In August, the Planning and Building Committee of the Council was presented with the Commission's recommendation and the Committee agreed.

BOARD OR COMMITTEE RECOMMENDATION

The Planning and Building Committee supports and recommended tabling this project during their August 29th meeting.



Business of the City Council City of Gig Harbor, WA

Subject: Olympic Drive Right Turn Lane Pocket- Chevron Property Phase 2 Environmental Site Assessment.

Proposed Council Action: Approve and authorize the Mayor to execute the Professional Services Contract with Aspect Consulting in an amount not to exceed \$13,250.00

Dept. Origin: Public Works/Engineering

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

For Agenda of: October 10, 2016

Exhibits: Consultant Services Agreement
Exhibit A – Scope of Work and
Exhibit B – Schedule of Rates

Initial &
Date

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Public Works Director:

Approved by City Engineer:

JG 10-5-16
RonW 10/5/16
by email 10-4-16
CPD/MDR 10/5/16
10-5-16
10-5-16

Expenditure Required	\$ 13,250.00	Amount Budgeted	\$ 0.00	Appropriation Required	\$0
-----------------------------	--------------	------------------------	---------	-------------------------------	-----

INFORMATION/BACKGROUND

The City completed numerous traffic model reports relating to the redevelopment proposal for the vacant lot on Pt. Fosdick Drive (formerly occupied by an RV dealership) known as Olympic Towne Center (“OTC”). These reports identified the need for an Eastbound direction right turn pocket on Olympic Drive at Pt. Fosdick. The proposed improvements require acquisition of an additional six feet of property width from the Chevron property. The purchase and sale agreement for the property is also on the October 10, 2016 agenda for approval.

The City’s independent traffic modeler, David Evans and Associates, performed traffic modeling runs and determined that the City’s pro rata share for the right turn pocket would be 45 percent with the remaining 55 percent the responsibility of the developer of OTC. The City will undertake the property acquisition of this strip of the Chevron fuel station property as a portion of that 45 percent share. The City and the developer of OTC are negotiating a development agreement to address the improvements.

Acquisition of the 6-foot strip requires an Environmental Assessment for due diligence purposes. The cost of the environmental assessment has been paid by OTC and receipted by the City.

FISCAL CONSIDERATION

As this is pass through monies, the cost of this assessment has been paid by the OTC developer.

Funds necessary for the property purchase will be from the City's Traffic Impact fee account.

BOARD OR COMMITTEE RECOMMENDATION

The Public Works Committee recommends the City proceed with the acquisition at this time.

RECOMMENDATION/MOTION

Approve and authorize the Mayor to execute the Professional Services Contract with Aspect Consulting in an amount not to exceed \$13,250.00.

**PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
ASPECT CONSULTING, LLC.**

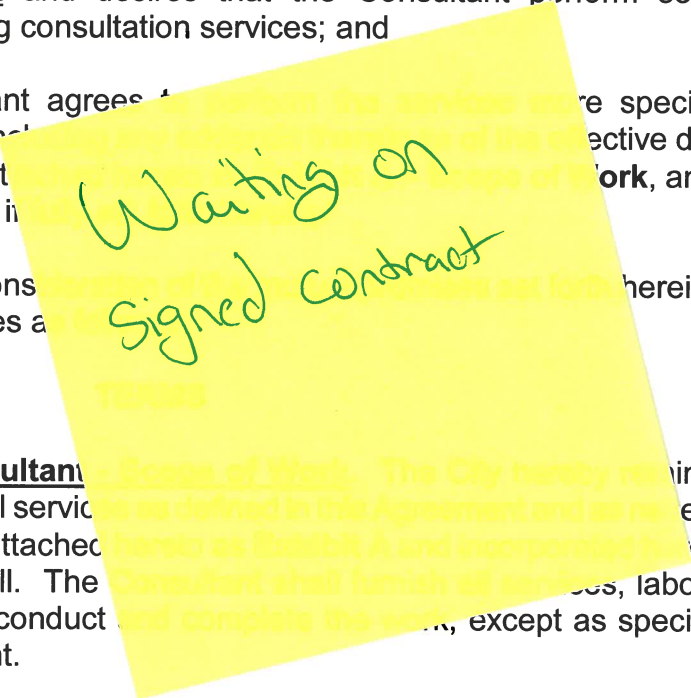
THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and Aspect Consulting, LLC., a limited liability company organized under the laws of the State of Washington (the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the conducting a Phase II Environmental Site Assessment and desires that the Consultant perform services necessary to provide the following consultation services; and

WHEREAS, the Consultant agrees to provide the services more specifically described in the Scope of Work in Exhibit A attached hereto, effective date of this Agreement, all of which are attached hereto as Exhibit A, and are incorporated by this reference as if set forth in full.

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



1. Retention of Consultant. 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 Thirteen Thousand, Two Hundred Fifty Dollars and Zero Cents (\$13,250.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**, unless the parties agree to a modification of this Contract, pursuant to Section 17 herein.

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

3. **Duration.** The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon notice to proceed. The parties agree that the work described in **Exhibit A** shall be completed within 60 days of notice to proceed; provided however, that additional time shall be granted by the City for excusable days or extra work. The duration of this contract shall be thorough March 1, 2017.

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

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

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

7. **Indemnification.**

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

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

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

8. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Resolution of Disputes and Governing Law.

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

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

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

CONSULTANT:
Aspect Consulting, LLC
ATTN: Amy Tice
401 Second Avenue South, Suite 201
Seattle, Washington 98104

City of Gig Harbor
ATTN: Steve Misiurak
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-6170

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

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

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

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its: _____

By: _____
Mayor Jill Guernsey

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



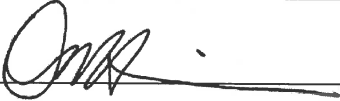
Contract Order

Contract No.: 1	Project No.: 150387	Date: October 5, 2016
Client: City of Gig Harbor		
Project Name: Olympic Drive NW Intersection Improvements – Environmental Sampling		

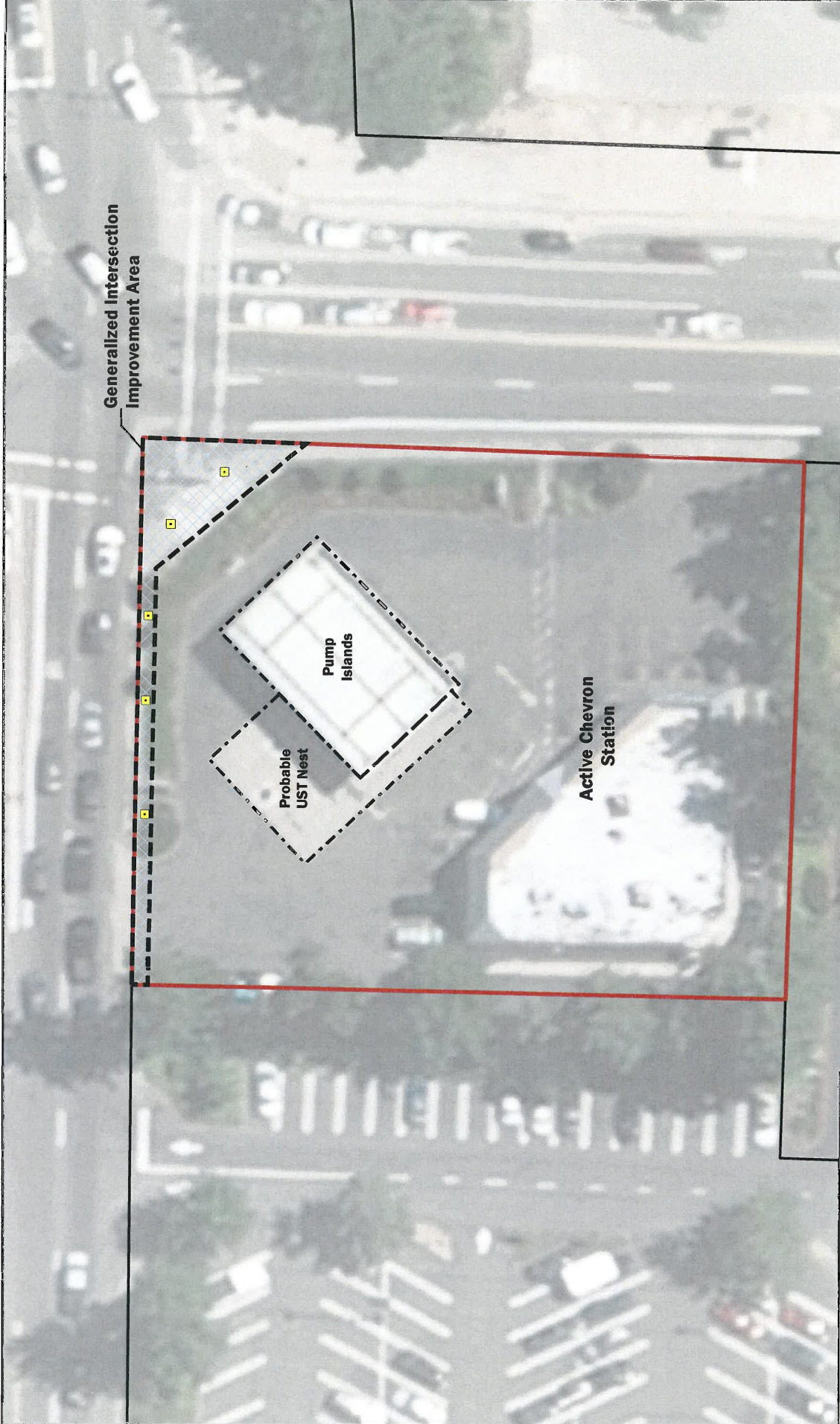
Description of Work	Cost
<p>Aspect Consulting, LLC (Aspect) is pleased to present this Contract Order for environmental sampling services for the property at 5006 Point Fosdick Drive Northwest, in Gig Harbor, Washington (herein referred to as the Subject Property). We understand City of Gig Harbor may acquire strips of land on the north and east sides of the Subject Property for intersection improvements. The generalized areas for these roadway improvements are shown on Figure 1 (from ROW plans provided by the City of Gig Harbor).</p> <p>Aspect’s Phase I ESA report revealed that the Subject Property is a Chevron gas station, and that it falls within the Tacoma Smelter Plume. The environmental sampling will evaluate the potential land acquisition strips to determine whether petroleum releases from the gas station or lead and arsenic deposition within the Tacoma Smelter Plume may be impacting soil quality.</p> <p>The scope of work includes:</p> <ul style="list-style-type: none"> • Complete a public and private utility locate to clear proposed location for underground utilities; • Advance 5 soil borings on the north and east sides of the property to depths of 15-20 feet; • Analyze 5 shallow soil samples for arsenic and lead; • Analyze up to 10 soil samples for diesel- and gasoline-range petroleum hydrocarbons, and gasoline constituents benzene, toluene, ethylbenzene, and xylenes (BTEX), and; • Prepare a memorandum summarizing the results of sampling and assessing soil quality implications for consideration prior to acquisition. <p>Proposed sampling locations are shown on the attached Figure 1. The locations are planned inside the strips of land the City of Gig Harbor will be acquiring for these roadway improvements. This area will be verified prior to completing environmental sampling and proposed locations will be moved, if necessary, to be within the area. If locations end up in sidewalks or roadways, street-use permitting may be required at an additional cost.</p> <p>Aspect will complete their field work and final report within 60 days of Council execution of this contract.</p>	<p style="text-align: center;">Estimated Cost:</p> <p>Drilling/Sampling: \$7,000 Equipment: \$500 Laboratory: \$1,750 Reporting: \$4,000</p> <p style="text-align: center;">TOTAL: \$13,250</p> <p>Time and materials estimate based on anticipated level of effort. Not to exceed without prior approval. Billed according to the attached Schedule of Charges.</p>

Bainbridge Island Office:	350 Madison Avenue North, Bainbridge Island, WA 98110	(206) 780-9370
Bellingham Office:	907 Harris Avenue, Suite 301, Bellingham, WA 98225	(360) 746-8964
Seattle Office:	401 Second Avenue S, Suite 201, Seattle, WA 98104	(206) 328-7443
Wenatchee Office:	23 South Mission Avenue, Suite B, Wenatchee, WA 98801	(509) 888-5766
Yakima Office:	123 East Yakima Avenue, Suite 250, Yakima, WA 98901	(509) 895-5462

Contract Order No. 1
Project No. 150387

ASPECT CONSULTING, LLC <i>a limited liability company</i>	By: 
	Printed Name: Doug Hillman Principal Hydrogeologist
	Office: Seattle

V:\150387 Olympic Drive ESA\Contracts\Proposal Material\Contract Order #1.docx



Proposed Drilling Locations
 Phase II Environmental Site Assessment Proposal
 Olympic Drive NW Intersection Improvements
 Gig Harbor, Washington

	AUG-2016	BY: AET / RAP	FIGURE NO. 1
	PROJECT NO. 150387	REVISED BY: ...	

Exhibit B

Effective January 2016

**ASPECT CONSULTING, LLC
SCHEDULE OF CHARGES**

Unless otherwise stated in the proposal or services agreement, current rates are as follows:

Personnel Charges – Engineers and Scientists

Principal	\$209.00 to \$218.00/hour
Sr. Associate	\$195.00/hour
Associate	\$182.00/hour
Senior	\$159.00/hour
Sr. Project.....	\$148.00/hour
Project	\$136.00/hour
Sr. Staff.....	\$118.00/hour
Staff.....	\$105.00/hour
Construction Supervisor.....	\$106.00/hour
Technician.....	\$81.00/hour
Legal Testimony (4-hour minimum)	\$325.00/hour

Other Personnel and Disbursement Charges

Sr. GIS/CAD Specialist	\$112.00/hour
GIS/CAD Specialist	\$99.00/hour
Sr. Technical Editor	\$100.00/hour
Technical Editor.....	\$90.00/hour
Project Assistant	\$80.00/hour
Four-wheel Drive Field Vehicle	\$110.00/day (w/up to 100 miles)
Mileage	federal gov't rate plus 15%
Subcontractors and Miscellaneous Expenses.....	cost plus 15%
Communications Charge (phones, fax, computer, in-house [B/W] reproduction, mailing).....	4% of total labor

Oversize CAD/GIS Plots..... \$2.00/Sq. Ft.

Other equipment rental and expenses will be provided on a per job basis.



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

Subject: Olympic Drive Right Turn Lane Pocket - Chevron Property Purchase and Sale Agreement

Proposed Council Action: Approve and authorize the Mayor to sign the Purchase and Sale Agreement between the City of Gig Harbor and Mi Cha Tae for a portion of the property located at 5006 Point Fosdick Drive NW

Dept. Origin: Public Works/Engineering

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

For Agenda of: October 10, 2016

Exhibits: Purchase and Sale Agreement

	Initial & Date
Concurred by Mayor:	<i>JG 10-5-16</i>
Approved by City Administrator:	<i>Zon W 10/5/16</i>
Approved as to form by City Atty:	<i>by email 10-4-16</i>
Approved by Finance Director:	<i>JRM BR 10/5/16</i>
Approved by Public Works Director:	<i>JRM 10/5/16</i>
Approved by City Engineer:	<i>SM 10-5-16</i>

Expenditure Required	\$ 65,000	Amount Budgeted	\$ See Fiscal Consideration Below	Appropriation Required	\$0
-----------------------------	-----------	------------------------	-----------------------------------	-------------------------------	-----

INFORMATION/BACKGROUND

Olympic Towne Center is developing a Fred Meyer on Pt. Fosdick Drive, currently scheduled to open in March of 2017. Through the SEPA process, the hearing examiner conditioned approval on construction of a right turn pocket prior to opening of the new Fred Meyer. The Developer's proportionate share of costs of the right turn improvement is 55 percent and the City's proportionate share is 45 percent.

The present right-of-way is not sufficient to construct the right turn pocket. Staff has been negotiating with the Chevron property owner since February of 2015 to acquire in fee approximately 2,000 square feet of the Chevron property located at the intersection of Olympic Drive and Pt. Fosdick Drive, to accommodate the addition of the right turn lane.

The negotiated purchase price, as set forth in the attached Purchase and Sale Agreement, is \$65,000. Final transfer of this property is contingent upon the City's completion of a Phase 2 Environmental assessment concluding that the property to be purchased is free from any environmental pollutants.

FISCAL CONSIDERATION

Olympic Towne Center will pay to the City 55 percent of the total costs associated with this right turn pocket. For the \$65,000 property acquisition, that amount will be \$35,750. The City's

proportionate share will be \$29,250.

The City's costs associated with this property acquisition will be funded from the City's traffic impact fee account which is anticipated to have a 2016 ending fund balance of \$1,900,000.

BOARD OR COMMITTEE RECOMMENDATION

The City Council has been informed of this pending purchase agreement.

RECOMMENDATION/MOTION

Approve and authorize the Mayor to sign the Purchase and Sale Agreement between the City of Gig Harbor and Mi Cha Tae for a portion of the property located at 5006 Point Fosdick Drive NW.

PURCHASE AND SALE AGREEMENT UNDER THREAT OF CONDEMNATION

THIS PURCHASE AND SALE AGREEMENT is entered into by and between Mi Cha Tae (hereinafter collectively "Seller") and the City of Gig Harbor, Washington (hereinafter "Purchaser") for the purposes mentioned below, under threat of the exercise of Purchaser's power of eminent domain, for a public works project by Purchaser which necessitates that taking of private property pursuant to Title 8 RCW, and which power Purchaser has the authority to exercise.

IN CONSIDERATION OF and subject to the terms and conditions set forth below, the parties agree as follows:

1. Purchase and Sale.

A. Fee Interest. Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller, upon the terms and conditions set forth herein, a fee simple interest in a strip of land totaling approximately 1,871 square feet in size along the northern boundary of that certain property commonly known as 5006 Point Fosdick Drive NW, Gig Harbor, Washington. Seller's entire property and the property to be acquired in this transaction are legally described on Exhibit A attached to this agreement and incorporated herein by this reference as if set forth in full.

B. Temporary Construction Easement Interest. Seller also agrees to sell to Purchaser and Purchaser agrees to purchase from Seller a temporary construction easement over Seller's remaining land in order to allow Purchaser to:

(i) Relocate one Chevron monument sign currently located on the strip of land described on Exhibit A to another location on Seller's remaining property within the area generally depicted by the "red boxed" area as depicted on Exhibit B dated September 28, 2015 conforming to City planning requirements. If the City cannot relocate the existing monument sign, the City will build and install a replacement monument sign of the same characteristics, dimensions, and features as the existing sign at the City's sole cost and expense. The existing sign will be removed and replaced within a continuous 24-hour period. The Purchaser represents and warrants to Seller that the sign shall not require any modifications. In the event any variance is necessitated by the relocation of the sign, the Purchaser shall be solely responsible for payment of all costs and fees necessitated in obtaining such variance. Purchaser represents and warrants to Seller as a material condition of this agreement, that any variance necessary for the sign to be relocated shall be approved without any modifications to the sign. The monument sign in its new location cannot be any higher than the sign is currently;

(ii) Relocate one light pole currently located on the strip of land described on Exhibit A to another location on Seller's remaining property agreed to by Seller and Purchaser, but within the area depicted by the "red boxed" area as depicted on Exhibit B;

(iii) Relocate one reinforced concrete retaining wall currently located on the strip of land described on Exhibit A to the location depicted on Exhibit B as described by the beginning wall

STA of 47 + 12.48, 44.66 RT and ending at STA 47 + 46.83, 84.46 RT. Said relocation shall conform to the new right-of-way boundary;

(iv) Relocate one pedestrian metal handrail currently located on the strip of land described on Exhibit A to be offset from its current location to the back of the sidewalk, within City right-of-way, and conforming to the new right-of-way boundary; and

(v) Make modifications to the existing landscaping and an existing irrigation system on Seller's remaining property in order to conform to the new northern property line, in conformance with City planning requirements. All landscaping and irrigation system modifications shall be of similar or better quality as existed prior to commencement of modifications to the landscaping and irrigation system. The Purchaser shall warrant the landscaping and irrigation system against defects in workmanship, material, and installation for a period of twelve (12) months from the date of completion of the landscaping and irrigation work.

Seller grants Purchaser the right to temporarily enter upon the Seller's property described on Exhibit A for the purpose of completing the improvements described above. The temporary construction easement shall commence on the date that work first occurs on the driveway temporary construction easement and shall terminate no later than thirty (30) working days after the first date of work on the driveway temporary construction easement. In exercising the temporary construction easement, Purchaser agrees to keep access to the Seller's remaining property available at all times during Seller's regular business hours, provided, that Purchaser may temporarily control the flow of traffic into and out of Seller's premises, through flaggers or other means, if necessary to accommodate construction and safety. Work shall not be performed on the temporary construction easement and the easement shall be kept clear, Monday - Friday between the hours of 5am - 9 am & 4pm - 8pm.

The Purchaser shall have the right to close for up to a continuous period of three separate 12 hours periods of time, the driveway located on the Olympic frontage during the placement of asphalt pavement along the widened portion of Olympic Drive and also the repaving of the driveway approach as depicted by construction Note 6 on Exhibit B.

C. **Evaluation Costs.** Within ten (10) days of execution of this Agreement, Purchaser shall pay Seller the sum of \$750.00 pursuant to RCW 8.25.020 for Purchaser's reasonable expenditures for evaluating Purchaser's offer to buy the property.

Purchaser shall reimburse Seller's attorneys fees, not to exceed \$1,200.00, pursuant to RCW 8.25.070(2), within ten (10) days of Seller providing proof of payment of attorneys fees to Purchaser.

2. **Purchase Price.** The total purchase price which the Purchaser shall pay Seller for the fee interest and temporary construction easement interest described in Section 1 is Sixty-Five Thousand and No/100ths Dollars (\$65,000.00), payable in cash at closing. In addition, the Purchaser will permit and complete all of the restoration work described in Section 1(B) above at Purchaser's sole cost and expense. The restoration work will be completed as part of the City's construction project of a dedicated right-turn lane along the northern boundary of Seller's property from Olympic Drive NW to Point Fosdick Drive NW.

3. **Conveyance Instrument.** Title to the fee interest shall be conveyed by statutory warranty deed, free from any and all encumbrances except those specifically accepted by and agreed to by Purchaser.

4. **Title.** Purchaser has ordered a current ALTA form commitment for an owner's standard coverage policy of title insurance ("the Title Commitment") issued through First American (the "Title Company"). The Title Commitment describes the fee interest and lists Purchaser as the prospective named insured. Purchaser shall have twenty (20) days from the date of this Agreement (the "Title Review Period") in which to notify Seller in writing of any objections Purchaser may have to any matters relating to the condition of the title to the Property. With regard to items to which Purchaser objects to within the Title Review Period, if Seller is unable or unwilling to cure such objections prior to Closing, Purchaser may, at Purchaser's option, (i) waive the objected-to exceptions not cured or (ii) terminate this Purchase and Sale Agreement by sending written notice to Seller. If Purchaser elects to terminate this Purchase and Sale Agreement, this Purchase and Sale Agreement shall become null and void and Purchaser shall have no further obligation to purchase the fee interest or temporary easement interest.

5. **Hazardous Substances and Dangerous Wastes.** Seller represents that, to the best of Seller's knowledge, no hazardous or toxic substances, dangerous wastes, or other such material defined or regulated by state or federal environmental laws or regulations, has been deposited or released on or beneath the surface of the strip of land that the Purchaser is purchasing in fee and that no underground fuel storage tanks are located within that strip of land. Purchaser shall have a period of sixty (60) days from the date Purchaser executes this Purchase and Sale Agreement within which to inspect the strip of land that Purchaser is purchasing in fee and to conduct an environmental assessment for the purposes of detecting any hazardous or toxic substances, dangerous wastes or other such material deposited or released upon the said strip of land or the presence of any underground fuel storage tank thereon, provided, that this sixty (60) day period shall be extended by an additional thirty (30) days if Purchaser notifies Seller that Purchaser needs additional time to complete the assessment. Seller hereby grants Purchaser the right to enter upon the Seller's property (both the strip of land and Seller's remaining property) upon execution of this Purchase and Sale Agreement for the purpose of conducting such assessment. In the event that such environmental assessment gives Purchaser reason to believe that any hazardous wastes, dangerous substances or other such material is present or has been deposited or released on the strip of land to be purchased in fee or that an underground fuel storage tank is located on such strip of land, Purchaser shall have the option to terminate this Purchase and Sale Agreement and shall not be obligated to purchase the strip of land. Purchaser shall notify Seller in writing of the results of Purchaser's environmental assessment within sixty (60) days after execution of this Purchase and Sale Agreement (or within 90 days if the assessment period has been extended) and Purchaser shall further notify Seller in writing of Purchaser's determination, based on such environmental assessment, that Purchaser either elects to terminate this Purchase and Sale Agreement or elects to carry forward and purchase the strip of land subject to any hazardous wastes, dangerous substances or other such material located within the strip. If Purchaser elects to go forward, Purchaser shall be solely responsible for any costs and expenses associated with the disposal of any contaminated soil within the strip purchased by Purchaser, but all liability and responsibility for cleanup of groundwater passing

through the strip and for cleanup of Seller's remaining property and any other property contaminated as the result of any release or deposit of hazardous substances or dangerous wastes on Seller's property shall remain with Seller, except to the extent that the negligence of the City or its contractors or subcontractors in completing the construction project causes damage to Seller's remaining property. If Purchaser does not notify Seller of its election to terminate under this paragraph within the period provided, this contingency shall be deemed waived. Purchaser shall provide Seller with a copy of its environmental assessment.

6. Escrow and Closing.

^{DS}
Mt

(A) Closing Agent - Date of Closing. Escrow shall be opened with First American Title Company, referred to in this Purchase and Sale Agreement as the "Closing Agent". With the understanding that time is of the essence of this Purchase and Sale Agreement, this transaction shall be closed on or before ~~September 30~~ December 31, 2016. In the event that this transaction cannot be closed by the date provided herein due to the inability of either party, the Closing Agent, title insurance company, or financing institution to sign any necessary document, or to deposit any necessary money, because of any interruption of air or other available transport; strikes, fire, flood or extreme weather; governmental regulation; incapacitating illness; acts of God; or other similar occurrences; the closing date shall be extended seven (7) days beyond cessation of such condition, but in no event more than fourteen (14) days beyond the closing date provided herein without written agreement of the parties.

(B) Documents. Seller and Purchaser agree to deliver the following to the Closing Agent at closing:

(i) Seller agrees to deliver a duly executed statutory warranty deed in recordable form and otherwise in a form acceptable to Purchaser containing a legal description of the strip of land to be purchased in fee in such form as will convey to Purchaser a good, marketable, and indefeasible title in fee simple absolute to the property, free and clear of all liens, encumbrances, conditions, easements, assignments, and restrictions, except those agreed to by Purchaser as provided in Section 4 above.

(ii) Seller shall deliver a duly executed real estate excise tax affidavit;

(iii) Seller shall deliver executed closing instructions consistent with this Purchase and Sale Agreement;

(iv) Seller shall deliver such other documents as shall be required by the Title Company as a condition of its insuring Purchaser's good and marketable fee simple title to the property free of any exceptions other than those approved by Purchaser under Section 4 above;

(v) Seller shall deliver the Owner's policy of title insurance referred to in Section 4 above;

(vi) Seller shall deliver the FIRPTA affidavit and any other documentation required under Section 10 below;

^{DS}
Mt
Date: 10/5/2016

City _____

- (vii) Purchaser shall deliver the full amount of the Purchase Price;
- (viii) Purchaser shall deliver a duly executed real estate excise tax affidavit; and
- (ix) Purchaser shall deliver executed closing instructions consistent with this Purchase and Sale Agreement.

(C) Expenses of Escrow. Title insurance premiums, loan fees and all other costs or expenses of escrow shall be paid as follows:

(i) The full cost of securing the title insurance policy for Purchaser referred to herein shall be paid by Purchaser.

(ii) The cost of recording the Deed or Deeds to Purchaser shall be paid by Purchaser.

(iii) The parties believe that this transaction is exempt from the payment of real estate excise taxes under WAC 458-61A-206 and intend to so state on the real estate excise tax affidavit. However, if the exemption is denied by Pierce County or the Department of Revenue for any reason, the Seller shall be responsible for the payment of any real estate excise taxes assessed.

(iv) All encumbrances to be discharged by Seller shall be paid by Seller.

(v) All other expenses of escrow, including the escrow agent's fees and any additional recording fees, shall be paid by Purchaser.

(D) Prorations. All real property taxes against the strip of land shall be prorated as of the date of the close of escrow and, except as hereinafter provided, shall be assumed and paid thereafter by Purchaser if required to be paid. Said prorations shall be effected on the basis of the latest available tax bills and other applicable statements and based upon a three hundred sixty five (365) day calendar year. If current year tax statements are not available at the close of escrow, the prorations will be made as above provided and shall be adjusted between Purchaser and the Seller outside of escrow as soon as the final tax bills or other information is available.

(E) Closing Defined. Closing, for the purpose of this Purchase and Sale Agreement, is defined as the date that all documents are executed and deposited in escrow. When notified, Seller and Purchaser will deposit, without delay, in escrow with the Closing Agent, all instruments and monies required to complete the transaction in accordance with this Purchase and Sale Agreement.

7. Possession. Purchaser shall be entitled to possession of the strip of land described on Exhibit A at closing.

8. Survival. The obligations of the Seller and the Purchaser regarding the temporary construction easement set forth in Section 1(B) above shall survive closing. The

representation made by the Seller in Section 5 above that, to the best of Seller's knowledge, no hazardous or toxic substances, dangerous wastes, or other such material defined or regulated by state or federal environmental laws or regulations, has been deposited on or beneath the subject property, shall survive closing. The representations and agreements made by the parties in Sections 12, 13, and 14 below shall also survive closing.

9. **Attorneys Fees.** In the event of any action or proceeding to compel compliance with, or for a breach of, the terms and provisions of this Purchase and Sale Agreement, the prevailing party shall be entitled to recover from the losing party all costs and expenses of such action or proceeding, including, but not limited to, the reasonable attorneys fees of the prevailing party.

10. **Foreign Person.** Seller is not a foreign person and is a "United States Person" as such term is defined in Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended ("the Code") and shall deliver to Purchaser prior to Closing an affidavit and such other documents as may be required under the Code evidencing such fact.

11. **Written Notice.** Any written notices required by this Purchase and Sale Agreement shall be sent by mail to the following addresses:

SELLER:

Mi Cha Tae
c/o Paul Tae
4900 SW Griffith Drive, #124
Beaverton, OR 97005

PURCHASER:

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

or such other addresses as the parties may provide in writing to each other from time to time. Notices shall be deemed received three days after deposit of the same in the United States Mail, postage prepaid, to the addresses set forth above.

12. **Tax Consequences.** The parties expressly acknowledge and agree that Purchaser has made no warranties or representations of any kind to Seller as to Seller's tax consequences from this sale. Each party has consulted with its own attorneys and/or tax advisers and has relied solely upon advice received from those persons as to tax matters.

13. **Authority to Execute Agreement.** The persons executing this Purchase and Sale Agreement on behalf of Seller and Purchaser warrant that they have the authority to do so and to bind their respective principals.

14. **Time is of the Essence.** Time is of the essence of this Purchase and Agreement.

15. **Agency Disclosure.** In this transaction neither party was represented by a real estate agent or broker. Seller agrees to indemnify, defend and save Purchaser harmless from and against any claims, fees (including attorneys' fees and costs) arising out of any claim made by

any broker or agent claiming a commission is due by or through Seller. Purchaser agrees to indemnify, defend and save Seller harmless from and against any claims, fees (including attorneys' fees and costs) arising out of any claim made by any broker or agent claiming a commission is due by or through Purchaser.

16. **Complete Agreement.** This Purchase and Sale Agreement supersedes any and all agreements written or oral between the parties hereto regarding the subject Property which are prior in time to this Purchase and Sale Agreement. Neither Seller nor Purchaser shall be bound by any understanding, agreement, promise, representation or stipulation, express or implied, not specified herein.

IN WITNESS WHEREOF, the parties have executed this Purchase and Sale Agreement on the dates hereafter indicated.

SELLERS

PURCHASER
CITY OF GIG HARBOR

Mi Cha Tae
Mi Cha Tae
Date: 9/16/16

Mayor Jill Guernsey
Date: _____

ATTEST:

Molly Towslee, City Clerk
Date: _____

APPROVED AS TO FORM

Angela G. Summerfield, City Attorney

STATE OF Washington)
COUNTY OF Pierce) ss.

On this 9th day of Sept, 2016, before me personally appeared Mi Cha Tae, to me known to be persons who executed the within and foregoing instrument, and acknowledged the same to be the free and voluntary act and deed of said persons, for the uses and purposes therein mentioned, and on oath stated that they wer authorized to execute said instrument.

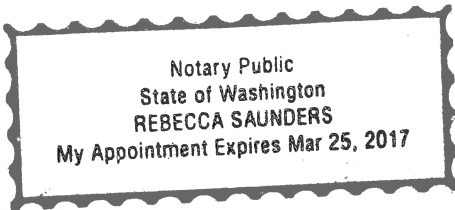
IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

Rebecca Saunders
(Signature)

Rebecca Saunders
(Name legibly printed or stamped)

Notary Public in and for the State of WA,
residing at Gig Harbor.

My appointment expires March 25th 2017



STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

On this ____ day of _____, 20__, before me personally appeared Jill Guernsey and Molly Towslee, to me known to be the Mayor and City Clerk of the City of Gig Harbor, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

(Signature)

(Name legibly printed or stamped)
Notary Public in and for the State of Washington,
residing at _____.
My appointment expires _____

EXHIBIT 'A'
RIGHT OF WAY DEDICATION
MI CHA TAE, 5006 POINT FOSDICK DR NW, GIG HARBOR, WA 98332
TAX PARCEL NO. 022117-3066

Grantor's Entire Parcel:

(According to First American Title Insurance Company, Guarantee No. 5003353-2334514, dated July 12, 2016).

THE LAND IN THE COUNTY OF PIERCE, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M., IN PIERCE COUNTY, WASHINGTON;
THENCE ALONG THE SOUTH LINE OF SAID SUBDIVISION NORTH 88°29'17" WEST 40.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF POINT FOSDICK-GIG HARBOR COUNTY ROAD;
THENCE ALONG SAID RIGHT OF WAY LINE NORTH 02°05'50" EAST 829.04 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF OLYMPIC DRIVE NORTHWEST COUNTY ROAD AS IT EXISTED ON JULY 10, 1984 AND THE TRUE POINT OF BEGINNING;
THENCE ALONG SAID RIGHT OF WAY LINE NORTH 88°47'17" WEST 165.00 FEET;
THENCE LEAVING SAID RIGHT OF WAY LINE SOUTH 02°05'50" WEST 187.00 FEET;
THENCE SOUTH 88°47'17" EAST 165.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF POINT FOSDICK-GIG HARBOR COUNTY ROAD WHICH IS 187.00 FEET SOUTH OF THE POINT OF BEGINNING;
THENCE ALONG SAID RIGHT OF WAY LINE NORTH 02°05'50" EAST 187.00 TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION CONVEYED TO PIERCE COUNTY BY DEED RECORDED JANUARY 11, 1996 UNDER RECORDING NO. 9601110313.

Fee Take to be Acquired by Grantee:

THE LAND IN THE COUNTY OF PIERCE, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M., IN PIERCE COUNTY, WASHINGTON;
THENCE ALONG THE SOUTH LINE OF SAID SUBDIVISION NORTH 88°29'17" WEST 40.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF POINT FOSDICK-GIG HARBOR COUNTY ROAD;

THENCE ALONG SAID RIGHT OF WAY LINE NORTH 02°05'50" EAST 829.04 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF OLYMPIC DRIVE NORTHWEST COUNTY ROAD AS IT EXISTED ON JULY 10, 1984 AND THE TRUE POINT OF BEGINNING;
THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE NORTH 88°47'17" WEST 165.00 FEET;
THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 02°05'50" WEST 6.00 FEET;
THENCE PARALLEL WITH SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 88°47'17" EAST 125.60 FEET;
THENCE SOUTH 39°38'48" WEST 59.17 FEET TO A POINT ON SAID WESTERLY RIGHT OF WAY LINE;
THENCE NORTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE NORTH 02°05'50" EAST 50.80 FEET TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION CONVEYED TO PIERCE COUNTY BY DEED RECORDED JANUARY 11, 1996 UNDER RECORDING NO. 9601110313.

CONTAINING 1,872 SQUARE FEET OR 0.04 ACRES, MORE OR LESS.



Business of the City Council City of Gig Harbor, WA

Subject: Stanich Avenue and Grandview Forest Park – Small Public Works Contract Award (2 trees)

Proposed Council Action:

Approve and Authorize the Mayor to execute a Small Public Works Contract with Woodland Industries GC, Inc. in an amount not exceed \$5,967.50.

Dept. Origin: Public Works

Prepared by: Marcos McGraw *MM*
Project Engineer

For Agenda of: October 10, 2016

Exhibits: Public Works Contract

	Initial & Date
Concurred by Mayor:	<i>JM 10/3/16</i>
Approved by City Administrator:	<i>Jon W 10/3/16</i>
Approved as to form by City Atty:	<i>via email 9/26/16</i>
Approved by Finance Director:	<i>DP 10/11</i>
Approved by Public Works Dir:	<i>POD 10/3/16</i>
Approved by City Engineer:	<i>JM 10/3/16</i>

Expenditure Required	\$5,967.50	Amount Budgeted	\$ 0	Appropriation Required	\$0.00
-----------------------------	------------	------------------------	------	-------------------------------	--------

INFORMATION/BACKGROUND

This proposed small works contract consists of cutting down two trees and hauling off all branches and wood debris. Both trees are located within public right-of-way. One tree is a dead fir located at the north end of Stanich Avenue at the intersection with Short Street. The other is a fir tree located at the northwest entrance to Grandview Forest Park with the top eight to ten feet of the crown dead.

BID RESULTS

In accordance with the City's Small Works Roster Process (Resolution No. 884), staff solicited quotes from logging and forestry contractors on the Small Works Roster and obtained the following quotes to complete the scope of work. The Engineer's Opinion of Probable Cost is \$6,100.00. The city received one bid proposal on September 20, 2016. Woodland Industries GC, Inc. submitted a proposal of \$5,967.50 including Washington State sales tax (WSST) for the requested services.

FISCAL CONSIDERATION

This project was unbudgeted for the 2015-2016 biennial budget. However, due to the priority of the project, Public Works Staff recommends proceeding with the work as proposed in the small public works contract.

Budgeted Local Funds	\$ 0
Anticipated Construction Expenses:	
Base Bid Schedule – Tree Removal – Stanich Ave. & Grandview Park	\$ 5,967.50
	\$ 0.00
Total Anticipated Expenses:	\$ 5,967.50

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION/MOTION

Approve and Authorize the Mayor to execute a Public Works Contract with Woodland Industries GC, Inc. in an amount not exceed \$5,967.50.

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

THIS CONTRACT is made and entered into this _____ day of _____, 20___, by and between the City of Gig Harbor, Washington (the "City"), and Woodland Industries General Contracting Inc., a Washington Corporation (the "Contractor").

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

1. Scope of Work.

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

2. Time of Performance and Completion.

The work to be performed under this Contract shall commence as soon as the Contractor has received a Notice to Proceed from the City and in accordance with the schedule set forth in the Scope of Work. All work performed under this Contract shall be completed no later than November 1, 2016.

3. Payments.

The Contractor agrees to perform all work called for at the rate of Five Thousand Nine Hundred Sixty-Seven Dollars and Fifty Cents (\$5,967.50), including applicable Washington State Sales Tax. Said sum shall constitute full compensation for all labor, materials, tools, appliances, etc. required to perform the required services. Total compensation shall not exceed All work performed under this Contract shall be completed no later than November 1, 2016.

4. Retainage.

[This section intentionally left blank.]

5. Performance and Payment Bond - 50% Letter.

[This section intentionally left blank.]

6. Warranty/Maintenance Bond.

[This section intentionally left blank.]

7. Indemnity.

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

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

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

8. Insurance.

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

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

C. The Contractor shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Gig

Harbor at least 30 days in advance of any cancellation, suspension or material change in the Contractor's coverage.

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

9. Prevailing Wage.

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

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

10. Termination.

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

B. Termination by City for Convenience. The performance of work under this Contract may be terminated by the City in accordance with this paragraph in whole or in part, whenever the City shall determine that such termination is in the best interest of the City. Any

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

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

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

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

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

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

representatives and subcontractors during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Contractor performs

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

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

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

CITY OF GIG HARBOR

CONTRACTOR

MAYOR JILL GUERNSEY
Date: _____

By: _____
Title: _____
Date: _____

ATTEST/AUTHENTICATED:

MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:
Office of the City Attorney

EXHIBIT A


Woodland Industries GC, Inc

10715 - 66th Ave E
Puyallup, WA 98373

Phone # (253) 770-9663
Fax # (253) 446-0509

Estimate

Date	Estimate #
9/20/2016	997565-3653



General Contracting, Inc.

- Dumpster / Recycling
- Demolition
- Land Clearing

- Tree Services
- Confined Removals
- Stump Grinding

- Demolition
- Heavy-Complete
- Light-Interior

- Hazardous Materials
- Asbestos Survey
- Soil Sampling
- Lead Testing

- Vegetation Management
- Land Clearing
- Low Impact-Cutting

- Environmental Recovery
- Ecology Logs
- Timber Recovery

- Site Development
- Septic/Sewer
- Underground Utilities

- Waste Wood Recycling
- Tub Grinding
- Wood Mulch

www.AreYourTreesSafe.com
www.DemolitionAndHauling.com
WA-LIC# WOODLIG033JD

Name / Address
City of Gig Harbor Public Works Operations 3510 Grandview Street Gig Harbor, WA 98335

Project

Description	Total
Job Location: Tree Removal Stanich Ave & Short St Northwest Entrance to Grandview Forest Park Cut down two trees and leave each clean-cut stump three to four feet tall – one at Stanich Avenue street end and one with two trunks at the northwest entrance to Grandview Forest Park. Chip & haul away all branches & wood debris Traffic Control for Stanich Avenue street end and the entrance to the civic center	5,500.00T

Subtotal	\$5,500.00
Sales Tax (8.5%)	\$467.50
Total	\$5,967.50



Business of the City Council City of Gig Harbor, WA

Subject: Resolution 1049 - Amending Gig Harbor's Employment Growth Targets

Proposed Council Action: Motion to adopt Resolution 1049 requesting the Pierce County Council to amend Ordinance 2011-36s to add 235 Employment Growth Targets to the City of Gig Harbor's 2030 employment allocation.

Dept. Origin: Planning

Prepared by: Lindsey Sehmel, AICP LNS

For Agenda of: October 10, 2016

Exhibit: Draft Resolution 1049

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 10-5-16
 Ron W. 10/5/16
 via email 10/5/16
 N/A
 JK 10/5/16

Expenditure Required	Amount Budgeted	Appropriation Required	\$ 0

INFORMATION/BACKGROUND

On April 28, 2016, the PSRC Executive Board conditionally certified the City's 2030 Comprehensive Plan, citing the inconsistency with our adopted growth target under Pierce County Ordinance 2011-36s. In June, August, and September of 2016, staff worked with other small cities in Pierce County to propose modifications to Pierce County Ordinance 2011-36s to address conditional certification of their respective Comprehensive Plans. South Prairie and Wilkeson need to relinquish collectively a total of 235 Employment Growth Targets (future jobs), and the City of Gig Harbor proposes absorption of these employment targets to better align with the future pipeline growth, allowing the City to satisfy a requirement of the conditional certification.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION/MOTION

Motion to adopt Resolution 1049 requesting the Pierce County Council to amend Ordinance 2011-36s to add 235 Employment Growth Targets to the City of Gig Harbor's 2030 employment allocation.

RESOLUTION NO. 1049

A RESOLUTION REQUESTING AMENDMENT OF THE CITY'S ALLOCATED GROWTH TARGETS UNDER PIERCE COUNTY ORDINANCE NO. 2011-36S, PROVIDING SUPPORT FOR REGIONAL PLANNING PURPOSES TO OTHER SMALL CITIES WITHIN PIERCE COUNTY, AND REQUESTING PIERCE COUNTY COUNCIL TO PROCESS AMENDMENTS TO THE 2030 ALLOCATED GROWTH TARGETS.

WHEREAS, on July 1, 1990, the Growth Management Act (GMA) became effective (Chapter 36.70A Revised Code of Washington); and

WHEREAS, GMA requires Pierce County and cities and towns within Pierce County to plan for projected needs, based upon projected population growth, in the Land Use, Housing, Capital Facilities, and Transportation elements of a jurisdiction's Comprehensive Land Use Plan (RCW 36.70A070); and

WHEREAS, the GMA directs the Puget Sound region to adopt multi-county planning policies; and

WHEREAS, the Puget Sound Regional Council (PSRC) membership is comprised of central Puget Sound counties (King, Pierce, Snohomish, and Kitsap), cities and towns, ports, tribes, and transit agencies and serves as the regional authority to adopt multi-county planning policies; and

WHEREAS, in April 2008 the PSRC adopted VISION 2040 as a regional strategy to establish a common vision integrating growth management, environmental, economic and transportation strategy; and

WHEREAS, the comprehensive plans of Pierce County and Pierce County cities and towns must be consistent with VISION 2040; and

WHEREAS, VISION 2040 requires Pierce County and Pierce County cities and towns to adopt housing unit and employment targets; and

WHEREAS, VISION 2040's Regional Growth Strategy categorizes jurisdictions into one of six regional geographies; and

WHEREAS, VISION 2040's Regional Growth Strategy identifies a growth share for population and employment per regional geography; and

WHEREAS, the Pierce County Regional Council is a multi-jurisdictional group comprised of elected officials who represent the County and Pierce County cities and

towns; and

WHEREAS, the Pierce County Growth Management Coordinating Committee (GMCC) is a technical subcommittee to the Pierce County Regional Council, and the GMCC includes staff representatives from the County and its cities and towns; and

WHEREAS, the Pierce County Council adopted Ordinance 2011-36s on July 19, 2011 establishing the 2030 Pierce County Population, Housing unit, and Employment targets for GMA Planning purposes; and

WHEREAS, on August 10, 2015 the City of Gig Harbor adopted its 2015 Comprehensive Plan Update, pursuant to the GMA, VISION 2040, and the Pierce County Countywide Planning Policies; and

WHEREAS, on April 28, 2016 the PSRC Executive Board conditionally certified the City's Comprehensive Plan with a requirement to address inconsistencies identified in the PSRC Staff report relating to the City's pipeline employment growth identified in the Transportation Element; and

WHEREAS, other small cities in Pierce County received conditional certification from PSRC related to their 2015 Periodic Review surrounding a variety of issues, largely related to planning associated with the adopted growth targets of Ordinance 2011-36s, Pierce County Buildable Lands Report, and market growth trends since adoption of VISION; and

WHEREAS, a subcommittee of the Pierce County Growth Management Coordinating Committee was formed of all small cities in Pierce County to discuss in detail reallocating adopted growth targets under Pierce County Ordinance 2011-36s; and

WHEREAS, the Pierce County Small Cities Reallocation Meetings occurred on June 12, August 11 and September 19th, 2016 with representatives from Bonney Lake, Carbonado, Dupont, Edgewood, Fircrest, Gig Harbor, Pacific, Pierce County, PSRC, Ruston, Roy, South Prairie, Steilacoom, Sumner, and Wilkeson; and

WHEREAS, the subcommittee established the following parameters on reallocating adopted growth targets that included keeping the target year at 2030, shifting employment and/or population targets between small cities as desired, and requesting the Pierce County Regional Council and Pierce County Council to update Ordinance 2011-36s; and

WHEREAS, future updates to the City's functional and comprehensive plans may be necessary for regional planning consistency; and

WHEREAS, the total growth allocation for small cities allocations identified in Pierce County Ordinance 2011-36s was not amended; and

WHEREAS, amending the cities' employment growth targets will assist in meeting the

Regional Growth Strategy identified in VISION 2040; and

WHEREAS, the City of Gig Harbor proposes securing a total of 235 Employment Growth targets to add to the previously adopted targets under Pierce County Ordinance 2011-36s; Now, therefore,

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

Section 1. Growth Target Reallocation. The City of Gig Harbor hereby accepts an additional 235 Employment Growth Targets, amending the 2030 allocated growth targets under Pierce County Ordinance 2011-36s, and supports Pierce County Council in processing a final amendment to Pierce County Ordinance 2011-36s.

PASSED by the City Council this 10th day of October, 2016.

APPROVED:

Jill Guernsey, Mayor

ATTEST:

Molly Towslee, City Clerk

Filed with City Clerk: 10/05/16
Passed by City Council: 10/10/16
Resolution No. 1049



Business of the City Council City of Gig Harbor, WA

Subject: Public Hearing and First Reading of Ordinance - Amending GHMC Title 15 Buildings and Construction. To adopt International Residential Code Appendix Chapter V Residential Sprinklers

Proposed Council Action: Hold public hearing regarding amendment to GHMC Title 15 (Buildings and Construction)

Consider approval of the ordinance at second reading.

Dept. Origin: Building/Fire Safety

Prepared by: Paul Rice *LR*

For Agenda of: October 10, 2016

Exhibits: Ordinance

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Initial & Date

JG 10-4-16
Ron W 10/4/16
by email 10-4-16
DR 10/4/16
LR 10-4-16

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

INFORMATION/BACKGROUND

The adoption of IRC Appendix Chapter V was brought before Council for consideration at the June 13, 2016 City Council Meeting as a part of the triennial update and adoption of the State Building Code.

Following the public hearing Council directed staff to meet with the various stakeholders and to bring the amendment back for consideration at a later date. Stake holders consisted of both local and national builders, the Master Builders Association lobbyist, representatives of local realtors, representatives of Pierce County Fire District 5 and City staff. Additionally, at Council's direction a representative group of stakeholders met with mediator John Howell.

The adoption of IRC Appendix Chapter V (WAC51-51-60107) is proposed. Appendix V requires that "an approved automatic sprinkler system shall be installed in all new one-family and two-family dwellings and townhouses..." Recently the State Legislature passed SSB 6284. This Bill was sponsored by the Senate Committee on Government Operations & Security and prevents water-sewer districts from prohibiting the use of multipurpose fire sprinkler systems for single family homes or townhouses or requiring a separate water meter or backflow preventer for multipurpose fire sprinkler systems.

In years past one of the arguments made by opponents of residential sprinkler systems was based on the costs associated with the prohibition of economical multipurpose fire sprinkler systems by some water-sewer districts. This obstacle is no longer an issue with the provisions of SSB 6284 having gone into effect on June 28, 2016.

Many additional barriers have been addressed such as the lack of education and preferred design by providing comprehensive reports, prescriptive paths and referenced standards. For example the Washington State Fire Marshal's Annual Fire Fatality Report, NFPA 13D and IRC Code Section P2904.

Locally, the City provides over the counter expedited plan review and same day inspections of residential sprinkler systems. Permit costs are set, predictable fees not based on valuation. Due to a robust infrastructure the use of standard domestic water meters is the norm. Shut-off complications and backflow concerns are not issues with multipurpose systems.

Based on statistics compiled by the National Fire Protection Association residential fire sprinkler systems provide critical fire suppression and occupant protection, reducing the risk of dying in a fire by 80%.

FISCAL CONSIDERATION

There is no additional fiscal impact to the City in the adoption of this ordinance at this time. The Council's Public Works Committee has reviewed recommended reductions in fees which will be brought before the full Council for consideration during the annual development fee review cycle.

BOARD OR COMMITTEE RECOMMENDATION

The Council's Planning & Building Committee has recommended approval of this amendment and adoption of International Residential Code Appendix Chapter V.

The City's Building Code Advisory Board has recommended approval of this amendment and adoption of International Residential Code Appendix Chapter V.

RECOMMENDATION/MOTION

Conduct a public hearing and consider approval of the ordinance at second reading.

Williams, Ron

From: John Howell <john@cedarrivergroup.com>
Sent: Thursday, August 25, 2016 4:42 PM
To: Wise, Shawna
Cc: Williams, Ron; Guernsey, Jill
Subject: RE: Meeting Reminder 8/29/16
Attachments: Final Agenda 082916.docx; Ground Rules 082916 (1).docx

Shawna,
If you're around tomorrow you could send the attached two documents to the participants in Monday's meeting.
Thanks
John

John Howell
Cedar River Group
93 Pike Street, Suite 315
Seattle, WA 98101
(206) 223-7660, ext. 102
FAX (206) 223-7665
www.cedarrivergroup.com
Partners in Change. Solutions that Last.

From: Wise, Shawna [mailto:WiseS@cityofgigharbor.net]
Sent: Thursday, August 25, 2016 10:17 AM
To: Jeremiah Lafranca (jlafranca@mbapierce.com); Burgess, John; Rice, Paul; Williams, Ron; Guernsey, Jill; 'John Howell'; 'swalker@therushcompanies.com'; 'Kurt Wilson'; 'Garrett.Gibson@lennar.com'; Kinley, Dave
Subject: Meeting Reminder 8/29/16

Good morning,
Just a reminder that the fire sprinkler meeting will be held on Monday, September 29th from 9am-noon in the Community Rooms. Light refreshments will be provided.
Thank you,

Shawna Wise
Assistant City Clerk
 City of Gig Harbor
253-853-7638
wises@cityofgigharbor.net

AGENDA

Discussion of Residential Fire Sprinkler Proposal
August 29, 2016; 9:00 AM – 12:00 PM
Gig Harbor City Hall, Community Room

- I. Introductions
- II. Meeting Purpose and Charge to the Group (Mayor Guernsey)
- III. Meeting Ground Rules
- IV. Understanding One Another's Interests
 - What do you hope to accomplish with the proposal?
 - What concerns you about the proposed approach?
- V. Identify Potential Options for Finding Common Ground
 - What ideas do you have for addressing the interests of all parties?
 - What strategies can address issues of timing, cost, life/safety results?
- VI. Common Ground
 - Are there solutions all parties can agree on?
 - Can we take a consensus recommendation to the Mayor and Council? If not, what issues are outstanding?
- VII. Next Steps

Williams, Ron

From: John Howell <john@cedarrivergroup.com>
Sent: Monday, August 29, 2016 2:02 PM
To: Williams, Ron
Subject: Re: Fire Sprinklers

Thanks Ron. Good summary
John

Sent from my iPhone

On Aug 29, 2016, at 1:36 PM, Williams, Ron <williamsrl@cityofgigharbor.net> wrote:

Thank you all once again for your willingness to meet today to discuss the fire sprinkler issue. Below is the proposal the city and fire district made at the end of our session. We look forward to hearing your response after your meeting on September 13th.

Proposal:

-Implementation of a new ordinance requiring sprinklers in all single family residential structures including duplexes & townhomes (adoption of Appendix V IRC-2015) in the city limits of Gig Harbor effective January 1st, 2017.

-Between January 1, 2017 and July 1, 2017 all building permits will include a \$4,000 discount on the Water connections charge (normally \$7,500) for residences installing sprinkler systems

-The city and fire district will partner with the MBA on an educational outreach to GH citizens about the benefits of fire sprinkler systems and their reliability

-The city will also implement a new ordinance requiring hard –wired smoke detectors installed in all existing houses upon sale of such houses. The city will also partner with the MBA to advocate for such a law state-wide

-The City will remove the GFC cost differential of \$4891 for providing a 1 inch meter in sprinklered homes when not otherwise required

-The City will provide permitting, plan review and inspection of sprinkler systems in dwellings built under the scope of the IRC at no cost (currently \$298)

Thanks!
-Ron

Ronald L. Williams

City Administrator
<[image003.jpg](#)>City of Gig Harbor

3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-6127
williamsrl@cityofgigharbor.net

--WARNING AND CONFIDENTIALITY NOTICE--- ALL E-MAIL SENT AND RECEIVED BY THIS ADDRESS WILL BE RECEIVED BY L.E.S.A. E-MAIL SYSTEM, AND IS SUBJECT TO ARCHIVAL AND PUBLIC RECORDS LAWS. THIS MESSAGE AND/OR THE DOCUMENT(S) ACCOMPANYING THIS ELECTRONIC TRANSMISSION MAY CONTAIN PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF YOU ARE NOT THE INTENDED RECIPIENT, BE AWARE THAT ANY DISCLOSURE, COPYING, DISTRIBUTION OR USE OF THE CONTENTS OF THIS TRANSMISSION IS PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US BY TELEPHONE, MAIL OR ELECTRONIC MAIL, AND DESTROY THIS COMMUNICATION.

Williams, Ron

From: Williams, Ron
Sent: Monday, August 29, 2016 1:56 PM
To: 'Jeremiah Lafranca'
Subject: RE: Fire Sprinklers

Hi Jeremiah, We have not yet calendared the date for the ordinance to be presented to the city council, but our first thought is to try for the second meeting in September, which is September 26th.

Thanks,
Ron

From: Jeremiah Lafranca [mailto:jlafranca@mbapierce.com]
Sent: Monday, August 29, 2016 1:47 PM
To: Williams, Ron <williamsrl@cityofgigharbor.net>
Subject: RE: Fire Sprinklers

Ron- Thanks for sending this out. Could you please confirm the City Council date for the ordinance when you have a minute? I know September 26th was discussed and we asked about the October meeting as a potential date.

Jeremiah Lafranca,
Government Affairs Director

Master Builders Association of Pierce County
1120 Pacific Avenue, Suite 301 / Tacoma, Washington 98402
Direct (253) 254-0085 / Office (253) 272-2112, Ext 105 / Fax (253) 383-1047
jlafranca@mbapierce.com / www.mbapierce.com
Join us on [facebook](#) ~ [twitter](#) ~ [Linkedin](#)

SAVE \$\$-Put your membership to work now. Money saving discounts that benefit your business, your employees and your family.
Go to www.nahb.org/MA

From: Williams, Ron [mailto:williamsrl@cityofgigharbor.net]
Sent: Monday, August 29, 2016 1:37 PM
To: Jeremiah Lafranca <jlafranca@mbapierce.com>; Burgess, John <jburgess@piercefire.org>; Rice, Paul <ricep@cityofgigharbor.net>; Williams, Ron <williamsrl@cityofgigharbor.net>; Guernsey, Jill <guernseyj@cityofgigharbor.net>; 'John Howell' <john@cedarrivergroup.com>; 'Kurt Wilson' <kurt@soundbuilthomes.com>; 'Garrett.Gibson@lennar.com' <Garrett.Gibson@lennar.com>; Kinley, Dave <KinleyD@cityofgigharbor.net>; 'Eric Waters' <EWaters@piercefire.org>; 'DBjurstrom@piercefire.org' <DBjurstrom@piercefire.org>; 'fireyak@gmail.com' <fireyak@gmail.com>; Rice, Paul <ricep@cityofgigharbor.net>
Subject: Fire Sprinklers

Thank you all once again for your willingness to meet today to discuss the fire sprinkler issue. Below is the proposal the city and fire district made at the end of our session. We look forward to hearing your response after your meeting on September 13th.

Proposal:

- Implementation of a new ordinance requiring sprinklers in all single family residential structures including duplexes & townhomes (adoption of Appendix V IRC-2015) in the city limits of Gig Harbor effective January 1st, 2017.
- Between January 1, 2017 and July 1, 2017 all building permits will include a \$4,000 discount on the Water connections charge (normally \$7,500) for residences installing sprinkler systems
- The city and fire district will partner with the MBA on an educational outreach to GH citizens about the benefits of fire sprinkler systems and their reliability
- The city will also implement a new ordinance requiring hard –wired smoke detectors installed in all existing houses upon sale of such houses. The city will also partner with the MBA to advocate for such a law state-wide
- The City will remove the GFC cost differential of \$4891 for providing a 1 inch meter in sprinklered homes when not otherwise required
- The City will provide permitting, plan review and inspection of sprinkler systems in dwellings built under the scope of the IRC at no cost (currently \$298)

Thanks!

-Ron

Ronald L. Williams

City Administrator

 City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-6127

williamsrl@cityofgigharbor.net

--WARNING AND CONFIDENTIALITY NOTICE-- ALL E-MAIL SENT AND RECEIVED BY THIS ADDRESS WILL BE RECEIVED BY L.E.S.A. E-MAIL SYSTEM, AND IS SUBJECT TO ARCHIVAL AND PUBLIC RECORDS LAWS. THIS MESSAGE AND/OR THE DOCUMENT(S) ACCOMPANYING THIS ELECTRONIC TRANSMISSION MAY CONTAIN PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF YOU ARE NOT THE INTENDED RECIPIENT, BE AWARE THAT ANY DISCLOSURE, COPYING, DISTRIBUTION OR USE OF THE CONTENTS OF THIS TRANSMISSION IS PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US BY TELEPHONE, MAIL OR ELECTRONIC MAIL, AND DESTROY THIS COMMUNICATION.

Williams, Ron

From: Jeremiah Lafranca <jlafranca@mbapierce.com>
Sent: Wednesday, September 14, 2016 12:01 PM
To: Williams, Ron
Subject: Today's meeting

Ron,

I just wanted to express my gratitude for your temperament and how you have approached the fire sprinkler issue. It's great that we can sit down and talk and look for a way to come to a common ground without contention or emotions taking control. Thank you for taking the time to work on this item.

Regards,

**Jeremiah Lafranca,
Government Affairs Director**

Master Builders Association of Pierce County
1120 Pacific Avenue, Suite 301 / Tacoma, Washington 98402
Direct (253) 254-0085 / Office (253) 272-2112, Ext 105 / Fax (253) 383-1047
jlafranca@mbapierce.com / www.mbapierce.com
Join us on [facebook](#) ~ [twitter](#) ~ [Linkedin](#)

**SAVE \$\$-Put your membership to work now. Money saving discounts that benefit your business, your employees and your family.
Go to www.nahb.org/MA**

Williams, Ron

From: Williams, Ron
Sent: Friday, September 23, 2016 10:20 AM
To: 'Jeremiah Lafranca'
Cc: Rice, Paul; 'dbjurstrom@piercefire.org'
Subject: Fire Sprinklers

Dear Jeremiah:

Thank you for meeting with us on September 14th to share the results of your meeting with the Master Builders Association regarding the proposed Gig Harbor city fire sprinkler ordinance. We were disappointed that the Master Builders decided not to accept our compromise proposal. It was our hope that through the outreach and facilitated session we all attended we could reach some common ground on making our sprinkler ordinance as palatable as possible to the development community.

As you know, through our outreach to the builders and through the 3 hour facilitated session we all attended on August 29th, the city and fire department responded to the Master Builders Associations concerns about the timing of implementation and cost by making the following compromise proposal to the builders:

ALLOWING TIME TO PREPARE FOR IMPLEMENTATION:

- The city would implement a new ordinance requiring sprinklers in all single family residential structures including duplexes and townhomes in the city limits of Gig Harbor effective January 1st 2017. This first provision recognized the MBA's suggestion that the builders needed some time to gear up and to calculate the effects of such requirements on their bottom line equations. This implementation date was over 6 months later than the date proposed in our original sprinkler ordinance proposal presented to the city council on June 13, 2016.

FEE DISCOUNTS:

- Between January 1, 2017 and July 1, 2017 all building permits which included fire sprinkler systems would be afforded a \$4,000 discount on the water connection charge which is normally \$7500. This provision came from a proposal from one of your builders that a financial incentive for installing fire sprinkler systems would help make the ordinance more affordable for builders.
- The city proposed to remove the General Facility Charge cost differential of \$4,891 for providing a 1 inch water meter in sprinklered houses when not otherwise required.
- The city proposed to provide permitting, plan review and inspection of sprinkler systems in dwellings built under the scope of the IRC at no cost. This is a savings of \$298 to the builders.

COMMUNITY EDUCATION:

- The city and the fire department proposed partnering with the MBA on an educational outreach to Gig Harbor citizens about the benefits of fire sprinkler systems and their reliability. This provision came from a suggestion from the MBA that prospective home purchasers were not educated on the benefits of sprinklers and also had false impressions as to their reliability.

SMOKE DETECTORS IN EXISTING HOMES:

- The city also proposed to implement a new ordinance requiring hard –wired smoke detectors installed in all existing houses upon sale of such houses. The city also agreed to partner with the MBA to advocate for such a law state-wide. I believe this was also a suggestion from one of your MBA members.

When we met on the 14th you indicated that despite these compromises and concessions the MBA was ~~based on~~ **Page 1 of 15** proposal. Instead, you offered that the MBA was only agreeable to requiring sprinklers in homes over 5,000 square feet. As you know, there are no homes over 5,000 square feet permitted or planned in Gig Harbor at this time. Instead, there are over 1,000 homes under 5,000 square feet set to be built in the next few years.

We remain willing to consider other options to make the installation of fire sprinklers into new Gig Harbor homes possible, but we would like to move forward as soon as possible. Please contact me by next week if there is any other suggestions you might have to help us implement our proposed fire sprinkler ordinance.

Thanks!

-Ron

Ronald L. Williams

City Administrator

 City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-6127

williamsrl@cityofgigharbor.net

---WARNING AND CONFIDENTIALITY NOTICE--- ALL E-MAIL SENT AND RECEIVED BY THIS ADDRESS WILL BE RECEIVED BY L.E.S.A. E-MAIL SYSTEM, AND IS SUBJECT TO ARCHIVAL AND PUBLIC RECORDS LAWS. THIS MESSAGE AND/OR THE DOCUMENT(S) ACCOMPANYING THIS ELECTRONIC TRANSMISSION MAY CONTAIN PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF YOU ARE NOT THE INTENDED RECIPIENT, BE AWARE THAT ANY DISCLOSURE, COPYING, DISTRIBUTION OR USE OF THE CONTENTS OF THIS TRANSMISSION IS PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US BY TELEPHONE, MAIL OR ELECTRONIC MAIL, AND DESTROY THIS COMMUNICATION.

Williams, Ron

From: Jeremiah Lafranca <jlafranca@mbapierce.com>
Sent: Thursday, September 29, 2016 11:42 AM
To: Williams, Ron
Subject: RE: Fire Sprinklers

Importance: High

Ron,

Thank you for response. The MBA's hope was that the facilitation would be done with a mindset that all options would be on the table, but it seems as though the City and Fire Department are not willing to consider any option other than requiring fire sprinklers in all new residential construction, which defeats the purpose of attempting to find a middle ground.

Before proposing any type of counter proposal or responding to the issues which are seen with the City's other proposals mentioned below, can you please address whether there is an option in the City's mind which would not include requiring fire sprinklers in all new residential construction? If not, then I'm not sure that we will reach any compromise. As we have provided in various statistics, the real benefits to life safety are found in other options.

I would also like to point out that this isn't even a regulatory consideration for the vast majority of jurisdictions in Washington State because frankly this is an expensive venture with very little benefit in return. (As we have pointed out, fire alarms would provide greater benefits in the long run for life safety). I was just in a Pierce County Planning Commission meeting on 9/27 and the Fire Marshall, Warner Webb, was proposing new fire codes. There is no mention or attempt to require fire sprinklers. A vast majority of jurisdictions in Pierce County didn't even consider requiring fire sprinklers and several jurisdictions in King County rejected proposals to require the sprinklers because again, it didn't make sense to require them. If this is truly such a life safety issue, I would assume that more jurisdictions would be pushing for this, but they simply are not as fire related deaths in residential dwellings continue to drop over the last twenty years (Gig Harbor has not had a fire related death for at least 15 years. The fire department does not have data prior to 2000). We truly would like to find a compromise, but requiring fire sprinklers in all new residential construction simply does not make sense and is not something that consumers are asking for.

Thank you again for your work on this item.

Jeremiah Lafranca,
Government Affairs Director

Master Builders Association of Pierce County
1120 Pacific Avenue, Suite 301 / Tacoma, Washington 98402
Direct (253) 254-0085 / Office (253) 272-2112, Ext 105 / Fax (253) 383-1047
jlafranca@mbapierce.com / www.mbapierce.com
Join us on [facebook](#) ~ [twitter](#) ~ [Linkedin](#)

SAVE \$\$-Put your membership to work now. Money saving discounts that benefit your business, your employees and your family.
Go to www.nahb.org/MA

From: Williams, Ron [mailto:williamsrl@cityofgigharbor.net]
Sent: Friday, September 23, 2016 10:20 AM

ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO BUILDINGS AND CONSTRUCTION; REQUIRING FIRE SPRINKLER INSTALLATION IN ALL NEW ONE-FAMILY AND TWO-FAMILY DWELLINGS AND TOWNHOUSES; AMENDING SECTION 15.16.020 OF THE CITY OF GIG HARBOR MUNICIPAL CODE; ADOPTING APPENDIX V OF THE INTERNATIONAL RESIDENTIAL CODE (WAC 51-51-60107); PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, fire sprinkler systems are proven to protect lives and property from damage by fire; and

WHEREAS, fire sprinkler systems have been proven to protect the environment by reducing the air and water pollution resulting from structure fires and reducing the amount of debris disposed of in landfills; and

WHEREAS, fire sprinkler systems can reduce the cost of fire protection infrastructure by reducing the fire flow demand for extinguishing structure fires; and

WHEREAS, the City finds that the amendments contained herein are desirable to protect the public; Now, therefore

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

Section 1. Section 15.16.020 of the the Gig Harbor Municipal Code is amended as follows:

15.06.020 State building code adoption.

The following codes, together with the specifically identified appendices and the amendments in the Washington Administrative Code (WAC), First Edition (dated November 13, 2015) and as further amended in this title, are hereby adopted by reference:

A. The International Building Code, 2015 Edition, as published by the International Code Council, Inc., including Appendix J, and as amended pursuant to Chapter 51-50 WAC;

B. The International Residential Code, 2015 Edition, as published by the International Code Council, Inc., including Appendix ~~Chapter G~~ V as amended pursuant to Chapter 51-51 WAC;

C. The International Mechanical Code, 2015 Edition, as published by the International Code Council, Inc., including Appendix A, as amended pursuant to Chapter 51-52 WAC;

D. The International Fuel Gas Code, 2015 Edition, as published by the International Code Council, Inc., as amended pursuant to Chapter 51-52 WAC;

E. The International Fire Code, 2015 Edition, as published by the International Code Council, Inc., including Appendix Chapters B, C, F, I and J, as amended pursuant to Chapter 51-54A WAC;

F. The Uniform Plumbing Code, 2015 Edition, published by the International Association of Plumbing and Mechanical Officials, as amended pursuant to Chapter 51-56 WAC, including Appendix Chapters A, B, and I;

G. The International Existing Building Code, 2015 Edition, as published by the International Code Council, Inc., including Appendix Chapter A;

H. The Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition, published by the International Conference of Building Officials;

I. The International Energy Conservation Code, Commercial, 2015 Edition, as published by the International Code Council, and as amended pursuant to Chapter 51-11C WAC;

J. The International Energy Conservation Code, Residential, 2015 Edition, as published by the International Code Council, and as amended pursuant to Chapter 51-11R WAC. (Ord. 1338 § 1, 2016; Ord. 1263 § 1, 2013; Ord. 1186 § 2, 2010; Ord. 1128 § 1, 2008; Ord. 1039 § 1, 2006; Ord. 983 § 2, 2005).

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

Section 3. Effective Date. This Ordinance shall be published and shall take effect and be in full force January 1, 2017.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this 24th day of October, 2016.

CITY OF GIG HARBOR

JILL GUERNSEY, MAYOR

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

ANGELA SUMMERFIELD

FILED WITH THE CITY CLERK: 10/04/16
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO:



Business of the City Council City of Gig Harbor, WA

<p>Subject: First Reading – Pawnbroker and Secondhand Dealer Additional Reporting Requirements</p> <p>Proposed Council Action: Consider approval of the Ordinance at second reading.</p>	<p>Dept. Origin: Police</p> <p>Prepared by: Kelly Busey</p> <p>For Agenda of: October 10, 2016</p> <p>Exhibit: Draft Ordinance _____</p> <div style="text-align: right; margin-top: 20px;"> <p>Initial & Date</p> <p>Concurred by Mayor: <u>JB 9-26-16</u></p> <p>Approved by City Administrator: <u>P-W 9/26/16</u></p> <p>Approved as to form by City Atty: <u>Via email</u></p> <p>Approved by Finance Director: <u>CR</u></p> <p>Approved by Department Head: <u>KB/B</u></p> </div>
--	--

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

INFORMATION/BACKGROUND

Several businesses within Gig Harbor meet the RCW definition of a “pawnbroker” or “secondhand dealer” of merchandise. State law requires these businesses to maintain a log of all transactions and to make this information available to law enforcement upon request.

Often, stolen merchandise is sold to pawnbrokers or secondhand dealers. Online reporting systems that comply with these reporting requirements allow law enforcement to more easily search for stolen property across jurisdictional lines.

This Ordinance requires businesses (other than non-profit organizations) to use a reporting method specified by the Chief of Police to record transactions, including online databases.

FISCAL CONSIDERATION

Continuation of annual police department subscription to online database LeadsOnline (\$1458.)

BOARD OR COMMITTEE RECOMMENDATION

The Finance and Safety Committee recommends adoption of this Ordinance (9/19/16).

RECOMMENDATION/MOTION

Consider approval of the Ordinance at second reading.

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON,
RELATING TO PAWNBROKERS AND SECONDHAND DEALERS OF
MERCANDISE; ADDING A NEW CHAPTER 5.11 TO THE GIG
HARBOR MUNICIPAL CODE TO PROVIDE A REQUIREMENT FOR
ELECTRONIC REPORTING OF TRANSACTIONS; PROVIDING FOR
SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, RCW 19.60.020 requires the recording of transactions made by pawnbrokers and secondhand dealers; and

WHEREAS, RCW 19.60.010 defines pawnbrokers and secondhand dealers; and

WHEREAS, several businesses within the city limits of Gig Harbor meet the definition and transaction recording requirements described within chapter 19.60 RCW; and

WHEREAS, stolen merchandise is often sold to pawnbrokers and secondhand dealers; and

WHEREAS, LeadsOnline, a private company, has become an industry standard self-reporting database, offered at no cost to pawnbrokers and secondhand dealers and made available to law enforcement on a subscription basis; and

WHEREAS, electronic reporting of these transactions is more easily monitored by law enforcement; Now, therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DO
ORDAIN AS FOLLOWS:

Section 1. New Chapter 5.11 GHMC. A new chapter 5.11 is hereby added to Title 5—Business Licenses and Regulations--of the Gig Harbor Municipal Code as follows:

5.11 PAWNBROKER AND SECONDHAND DEALER ADDITIONAL REPORTING REQUIREMENTS

Sections:

- 5.11.020 Definitions.
- 5.11.040 Additional Reporting Requirements.
- 5.11.060 Exempt Transactions.
- 5.11.080 Penalty for Violation

5.11.020 Definitions.

For the purposes of this chapter, the following terms, phrases, words, and their deviations shall have the meanings given herein:

- A. "Pawnbroker" as is defined in RCW 19.60.010(5).
- B. "Secondhand dealer" as is defined in RCW 19.60.010(7).

5.11.40 Additional Reporting Requirements.

- A. In addition to the reporting requirements contained in RCW 19.60.025, every pawnbroker and secondhand dealer shall be required to report in such electronic databases or upon such forms as may be designated by the Chief of Police. A scrap metal processor, recycler, or supplier subject to chapter 19.290 RCW may elect to use any such electronic database or form to the extent it complies with the reporting requirements of chapter 19.290 RCW.
- B. Each entity subject to this chapter shall operate and maintain a computer system with Internet access and photographic or video capability sufficient for the electronic reporting requirements of this chapter. Any failure or malfunction of such equipment on the part of the licensee shall not exempt the licensee from the reporting requirements of chapter 19.60 RCW and this section.
- C. In addition to the information required to be reported by chapter 19.60 RCW, each entity subject to regulation under this chapter shall obtain a photographic image of identification of: (i) the pawner/seller, sufficiently clear to allow the information on the identification to be read and (ii) the item which is the subject of the transaction. The identification must be current, issued from a governmental entity of the United States and must include the pawner/seller's first and last name, current address, date of birth and physical descriptors.
- D. On a daily basis, every entity subject to this chapter shall furnish reports to the City. Each report shall cover the transactions covered within the time period proscribed by those statutes.

5.11.060 Exempt Transactions

The following transactions shall be exempt from the reporting requirements of this Chapter:

1. Clothing with a current resale value of less than seventy-five dollars, except for items made partially or wholly from fur or leather;
2. Transactions in which at least one entity is a non-profit organization.

5.11.080 Penalty for Violation

The failure to file a report as required by this section and/or chapter 19.60 RCW shall constitute unlawful conduct justifying summary revocation of a license to do business within the City of Gig Harbor

Nothing contained within this chapter or the provisions of chapter 19.60 RCW should be construed as a limitation upon the authority of the City to require, as an express condition of a license issued under this Title, differing reporting requirements upon a business.

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

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

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this ___ day of _____, 2016.

CITY OF GIG HARBOR

Mayor Jill Guernsey

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Meghan Frazier

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



Business of the City Council City of Gig Harbor, WA

Subject: First Reading of Ordinance –
Amendment to GHMC Chapter 8.28.015 - Public
Docks – Jerisich Dock

Proposed Council Action:
Consider Ordinance and approve at second
reading.

Dept. Origin: Police

Prepared by: Kelly Busey

For Agenda of: October 10, 2016

Exhibit: Draft Ordinance _____

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Initial &
Date

JB 9/26/16
Ko-W 9/26/16
Via email
[Signature]
KB B

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

INFORMATION/BACKGROUND

Chapter 8.28 of the GHMC (Public Docks – Jerisich) currently defines the overnight period in which moorage payment is required at Jerisich Dock as “any time after 7:00 p.m. and before 7:00 a.m.” Based on boater feedback and to allow a wider range of time for visitors to patronize local businesses, a change in this definition changing the hours to 8:00 p.m. to 8:00 a.m. is suggested.

FISCAL CONSIDERATION

None.

BOARD OR COMMITTEE RECOMMENDATION

The Finance and Safety Committee recommends adoption of this Ordinance (9/19/16).

RECOMMENDATION/MOTION

Consider Ordinance _____ and approve at second reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO JERISICH PUBLIC DOCK; AMENDING SECTION 8.28.015 OF THE GIG HARBOR MUNICIPAL CODE TO REVISE THE DEFINITION OF "OVERNIGHT"; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Chapter 8.28 of the Gig Harbor Municipal Code contains provisions for moorage rules and regulations at Jerisich Public Dock; and

WHEREAS, the City of Gig Harbor currently charges a moorage fee during overnight periods at Jerisich Dock; and

WHEREAS, the current overnight period is defined as any time after 7:00 pm and before 7:00 am.; and

WHEREAS, in order to align the overnight period with observed use of Jerisich Dock for temporary moorage, the City Council desires to revise the time of the overnight period for consistency; Now, therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Chapter 8.28.015 - Amended. Chapter 8.28.015 of the Gig Harbor Municipal Code is amended to read as follows:

8.28.015 Definitions.

For the purposes of this chapter, the definitions listed under this section shall be construed as specified in this section:

"Boat," also known as a vessel, includes every description of watercraft on the water used or capable of being used as a means of transportation on the water, other than a seaplane. However, it does not include inner tubes, air mattresses, and small rafts or flotation devices or toys customarily used by swimmers.

"Dinghy," also known as a tender, is a type of boat 13 ft. or less in length whose sole purpose is to carry people or materials between a larger boat and the shore.

"Non-motorized craft" is a type of boat with no propulsion machinery of any type.

"Overnight" shall be considered any time after ~~7:00 pm~~ 8:00 pm and before ~~7:00 am~~ 8:00 am.

Section 2. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be unconstitutional by a court of competent jurisdiction, such invalidity or

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

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

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this ____ day of _____, 2016.

CITY OF GIG HARBOR

Mayor Jill Guernsey

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Angela G. Summerfield

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