

City Council Meeting

**December 12, 2016
5:30 p.m.**



**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
Monday, December 12, 2016 – 5:30 p.m.**

CALL TO ORDER / ROLL CALL:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of City Council Minutes Nov. 28, 2016 and Special Council Meeting Dec. 5, 2016
2. Receive and File: a) Boards and Candidate Review Minutes Dec. 5, 2016; b) Intergovernmental Affairs Committee Minutes Nov. 28, 2016 and Dec. 5, 2016
3. 2017 Addendum to Legal Services Agreement – Ogden Murphy Wallace
4. Downtown Waterfront Alliance Contract Renewal
5. Appointments to Lodging Tax Advisory Committee and Arts Commission
6. Appointments to Council Committees
7. Ancich Waterfront Park – Professional Service Contract Amendments Nos. 2 and 3 / PND Engineering
8. Ancich Netshed Restoration – Grant Contract with Washington State Historical Society.
9. Resolution No. 1058 – 72nd Street Final Plat.
10. Sewer Model Update Contract – HDR Engineering
11. Approval of Payroll for the month of November: Checks #7755 through #7765 and direct deposits in the amount of \$399,138.76
12. Approval of Payment of Bills Dec. 12, 2016: Checks #82835 through #82944 in the amount of \$1,660,012.53.

OLD BUSINESS:

1. Third Reading of Ordinance No. 1352 – 2017-18 Biennial Budget

NEW BUSINESS:

1. Resolution No. 1059 - Updates to Fee Schedule

PUBLIC COMMENT:

STAFF REPORT:

1. American Public Health Association Conference – Senior Planner Lindsey Sehmel
2. Harbor Hill Drive Extension Update – City Engineer Steven Misiurak
3. Lift Station 4B / Welcome Plaza Update - Public Works Director Jeff Langhelm

COUNCIL REPORTS / COMMENTS:

1. Boards and Candidate Review: Tue. Dec 6th – Councilmember Lovrovich
2. LTAC Special Meeting: Tue. Nov 29th – Mayor Guernsey
3. Intergovernmental Affairs Special Meeting Mon Dec 12th – Councilmember Payne

CITY ADMINISTRATOR REPORT:

MAYOR'S COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

1. Finance / Safety Committee: Mon. Dec. 19th at 4:00 p.m.
2. Civic Center Closed for Christmas: Mon. Dec 26th
3. Civic Center closed for New Years: Mon. Jan 2nd
4. Planning – Building Committee: Tue. Jan 3rd at 5:30 p.m.
5. Parks Commission: Wed. Jan 4th at 5:30 p.m.
6. Public Works Committee: Mon. Jan 9th at 4:00 p.m.

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

ADJOURN:

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

**MINUTES FOR
GIG HARBOR CITY COUNCIL MEETING
Monday, November 28, 2016 – 5:30 p.m.**

CALL TO ORDER / ROLL CALL:








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

PLEDGE OF ALLEGIANCE:

PRESENTATIONS:


[Behavioral Health Update](#) - County Councilmember Derek Young presented information on a county-wide proposition for a 1/10th of 1% for behavioral health tax. He provided a summary of critical issues such as homelessness, the opioid epidemic, and the lack of available psychiatric treatment facilities. He explained that the county has the authority to impose this sales and use tax which would generate about \$11 million dollars. He described the plan of how the funds would be spent and the process to get the necessary policies in place. Councilmember Young addressed Council's questions and announced that the vote on this proposed ordinance is scheduled for December 13th at Lakewood City Hall at 6:00 p.m. He invited Council to come to testify or to observe.

CONSENT AGENDA:

1. Approval of City Council Minutes Nov 14, 2016  [↩](#)
2. Liquor License Action: a) Application – Hy lu Hee Hee  [↩](#)
3. Receive and File: a) City Council Worksession Minutes Nov. 14, 2016  [↩](#)
4. Second Reading of Ordinance No. 1349 – Hearing Examiner Authority and Appeals  [↩](#)
5. Resolution No. 1054 - Hearing Examiner Rules of Procedure  [↩](#)
6. Gordon Thomas Honeywell 2017 Lobbyist Contracts  [↩](#)
7. Resolution No. 1055 – Harbor Hill S2-S6 Final Plat and PRD  [↩](#)
8. Approval of Payment of Bills for November 28, 2016: Checks #82723 through #82834 in the amount of \$761,303.95.

MOTION: Move to approve the Consent Agenda as presented.
Lovrovich / Payne - unanimously approved.

OLD BUSINESS:

1. [Second Reading of Ordinance No. 1350 - 2016 Comprehensive Plan Amendments and Resolution No. 1056 - Smith Development Agreement](#)  [↩](#) Senior Planner Lindsey Sehmel presented the background for the three comprehensive plan amendments and the associated development agreement.

MOTION: Move to adopt Ordinance No. 1350 relating to the 2016 Comprehensive Plan amendments.
Kadzik / Payne –

[Councilmembers took turns](#) voicing their reasoning for their stance on the three amendments.

[Roll call vote](#): Malich - yes; Arbenz – no; Ekberg - yes; Perrow - yes; Lovrovich - yes; Payne - yes; and Kadzik – yes

MOTION: Move to adopt Resolution No. 1056 associated with the Development Agreement relative to Ordinance No. 1350.
Kadzik / Payne –

Senior Planner Sehmel and Planning Director Jennifer Kester responded to requests to clarify the terms of the development agreement.

[Roll call vote](#): Malich – no; Arbenz – no; Ekberg - yes; Perrow - yes; Lovrovich - yes; Payne - yes; and Kadzik – yes



NEW BUSINESS:

1. [Resolution No. 1057 – Rust Street Vacation – David and Jayme Jones](#)  

City Engineer Steven Misiurak explained that Mr. Jones has requested vacating a portion of Rust Street adjacent to his property that falls under the non-user statute. This would set a hearing date of January 9, 2017. He answered questions.



MOTION: Move to adopt Resolution No. 1057 setting a public hearing date for the vacation of a portion of Rust Street.
Kadzik / Perrow - unanimously approved.

2. [First Reading and Adoption of Ordinance No. 1351 – Harbor Hill S2-S6 Final Plat and](#)

[PRD](#)   Planning Director Jennifer Kester presented the information on this ordinance to amend city's zoning map to reflect the approval of the Planned Residential Development for Harbor Hill Division S2-S6.

MOTION: Move to adopt Ordinance No. 1351 at first reading as allowed by HMC 1.08.020.C.
Payne / Perrow – six vote in favor. Councilmember Malich voted no.

3. [Public Hearing, First Reading of Ordinance – 2017-18 Biennial Budget](#)   Proposed

2017-18 Biennial Budget   Finance Director David Rodenbach presented an overview of the proposed budget and changes made since the budget worksessions.

[Mayor Guernsey opened the public hearing at 6:47 p.m.](#)

[Janet Lee – Ross Avenue.](#) Ms. Lee explained that she is stuck in the review process to remodel her home. When speaking to the Building Inspector, he explained that she should speak to the Council, and let them know they need more help; about three to four more people. She then said that the city is growing in leaps and bounds, and the infrastructure is not only physical, but people as well. She said the Police Department is staffed low for our city size. She said that what she heard about the budget is a good thing to pass to keep our services up and keep our community safe.

[There were no further comments and the Public Hearing closed at 7:50 p.m.](#)

[Councilmembers took turns](#) sharing concerns, asking questions, and discussing the proposed budget.

[The Mayor called for a ten minute break at 8:10 p.m.](#)

[Back in regular session at 7:20 p.m.](#)

Councilmember Kadzik passed out his comments regarding funding for the DWHA for the other Councilmembers to review before the next meeting.

PUBLIC COMMENT: None

STAFF REPORT: None

COUNCIL REPORTS / COMMENTS:

[Intergovernmental Affairs Committee: Mon. Nov 28th.](#) Councilmember Payne reported on this afternoon's meeting where they received an update on State level affairs. They also discussed utilizing their federal leverage on the potential relocation of the post office. He shared that the WWTP improvements are expected to gain up to 20% annual energy savings and a savings to rate paying customers of \$140,000 per year in the City's loan repayment schedule.

[Councilmember Perrow](#) thanked Jeff Langhelm for addressing his safety concerns in regards to the downtown project. He then said the contractor working on the utility project on Grandview was parked crooked in the road and asked that the city standards be shared with them on these types of projects.

[Councilmember Malich](#) said he talked to Ms. Kester about site specific rezones and asked that this be added to the Council retreat. Mayor Guernsey suggested a memo from the city attorney to address his questions instead.

CITY ADMINISTRATOR REPORT: None

MAYOR'S COMMENTS:

[Mayor Guernsey reported](#) that the post office is having an open house here this Wednesday at 5:00 p.m. They spoke with the representatives and explained the importance of keeping the retail portion downtown.

ANNOUNCEMENT OF OTHER MEETINGS:

1. LTAC Special Meeting: Tue. Nov 29th at 9:30 a.m.
2. Special City Council Meeting: Dec. 5th at 5:30 p.m.
3. Boards and Candidate Review: Tue. Dec 6th at 4:00 p.m.
4. Intergovernmental Affairs Special Meeting Mon Dec 12th at 1:00 p.m.
5. Public Works Committee: Mon. Dec 12th at 4:00 p.m.

EXECUTIVE SESSION:

Council adjourned to Executive Session at 7:29 p.m. for not more than 30 minutes at to discuss potential litigation per RCW 42.30.110(i) and property acquisition per RCW 42.30.110(1)(b). No action will be taken after the session.

ADJOURN: Council returned to regular session at 8:58 p.m. and adjourned the meeting.

Jill Guernsey, Mayor

Molly Towslee, City Clerk



Business of the City Council City of Gig Harbor, WA

Subject: Updating the Sewer Hydraulic Model – Professional Services Contract – HDR Engineering, Inc.

Proposed Council Action: Authorize the Mayor to execute Professional Services Contract with HDR Engineering, Inc. an amount not to exceed \$30,000.

Dept. Origin: Public Works/Wastewater

Prepared by: Darrell Winans, Supervisor
Wastewater Treatment Plant

For Agenda of: December 12, 2016

Exhibits: Professional Services Contract
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 12-6-16
Ron W 12/6/16
OK'D BY EMAIL 11/29/16
OK 12/6/16
DOC 12/6/16

Expenditure Required	\$30,000	Amount Budgeted	\$30,000	Appropriation Required	\$0
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INFORMATION/BACKGROUND

The pending 2017-18 City Budget includes this professional service expense in the Wastewater Operating fund (No. 402) to update the City's sewer hydraulic model. The model results will aid in updating the flow data and the development of our GIS program, sewer model and pending asset management program (Cartegraph).

FISCAL CONSIDERATION

This project to commence after January 1, 2017 pending approval of the 2017/2018 Wastewater Operating Budget.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION/MOTION

Authorize the Mayor to execute Professional Services Contract with HDR Engineering, Inc. an amount not to exceed \$30,000.

**PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
HDR Engineering, Inc.**

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

RECITALS

WHEREAS, the City is presently engaged in Updating the Sewer Hydraulic Model and desires that the Consultant perform services necessary to provide the following consultation services; and

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

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

TERMS

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

2. Payment.

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Thirty Thousand Dollars (\$30,000) 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 of Work.** The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by December 31, 2018 provided however, that additional time shall be granted by the City for excusable days or extra work.

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

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

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

7. **Indemnification.**

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

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

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

8. Insurance.

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

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

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

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

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

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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:
HDR Engineering, Inc.
ATTN: Tim Hume
606 Columbia St. NW, Suite 200
Olympia, WA 98501
(360) 570-4400

City of Gig Harbor
ATTN: Jeff Langhelm
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

EXHIBIT A

SCOPE OF SERVICES

City of Gig Harbor Wastewater System *Sewer Mapping Update*

The City of Gig Harbor (City) requested HDR, Inc. (HDR) to continue providing services initiated in 2015 to update the City's wastewater collection system mapping including physical component data by adding new data provided by the City.

Task 100 - Project Management

Objective

The purpose of this task is to monitor, control, and adjust the scope, schedule, and budget as well as provide monthly status reporting, accounting, and invoicing, and management of the project team in coordination with City staff.

HDR Services

1. Prepare monthly invoices and status reports describing services completed during the period, issues to be addressed, and services planned for the next period.

City Responsibilities

1. Prompt processing and payment of compliant invoices. The City will make one progress payment each month provided they are complete and accurate from the consultant and in the format requested by the City.

Assumptions

1. The budget assumes up to 6 invoices/progress reports will be provided during the project duration.

Deliverables

1. Monthly reports and invoices (emailed PDFs)

Task 200 – Update Sewer Collection System Map

Objective

Add new components to the map as identified by the City.

HDR Services

1. Review as-built drawings provided by City and add requested data to the map.

2. Identify discrepancies in data identified during data input.
3. Update the sewer collection system map.

City Responsibilities

1. Provide the as built drawings desired to be added to the map.
2. Review, respond and direct the resolution of any conflicting data identified by HDR.

Assumptions

1. Budget includes up to 152 labor hours for HDR's mapping staff to update additional map data, and expenses have been included for up to 5 site visits/meetings at the City
2. Data will be updated for gravity sewer pipes, sewer force mains, lift stations and gravity manholes.
3. City will identify existing sewer components to be mapped as "private".
4. The mapping will continue to use GIS based software. City intends to utilize GIS based data for input to Cartegraph. If required, City may request assistance from HDR during conversion and implementation of City's new Cartegraph system.

Deliverables

1. Updated map (one PDF file) showing pipes/manholes, force mains, and lift stations, including corresponding GIS database (shape files).

EXHIBIT B

SCHEDULE OF RATES AND ESTIMATED HOURS

City of Gig Harbor - Wastewater System Sewer Mapping Update									
	Hume, Timothy D	Johnson, Ty M	Kuhns, David W	Summers, Charles D	Bartle, Brian D	Kivela, Jamie	Ruston, Amanda J		Total Labor Hours
Project Role	Project Manager	Project Engineer	Project Engineer	CAD	QC/QA	Project Accountant	Project Coordinator		
Billing Rate	231.01	164.26	121.60	86.11	228.61	141.60	116.48		
100 Project Management	16	0	0	0	0	12	4		32
200 Update Sewer Collection System Map	32	4	100	8	4	0	4		152
Task Total Hours	48.00	4.00	100.00	8.00	4.00	12.00	8.00		184.00

The contract is understood to be 2 years duration, from January 1, 2017 through December 31, 2018. The schedule of rates and staff identified in the table above are current. During the course of the contract, HDR may need to bill for staff not identified or listed in the table above. HDR will bill at hourly rates that are based direct labor rates at the time services are provided, and will bill at hourly rates in excess of the hourly rates shown in the table above.

The estimated fee to complete the professional services identified in this Scope of Services is offered on a **time-and-materials not to exceed basis**. The estimated fee will not be exceeded without prior agreement and authorization between the City and HDR. Following are estimated professional services costs for the tasks provided in this scope of services. The following table is provided only to show the City an approximate breakdown of estimated task costs.

Task	Estimated Task Cost
100 Project Management	\$6,000
200 Update Sewer Collection System Map	\$24,000
Total	\$30,000

Notes:
Direct Expenses are included in the estimated task costs, and may include mileage, tolls, telephone, printing, and postage.

MINUTES
SPECIAL GIG HARBOR CITY COUNCIL MEETING
December 5, 2016 - 5:30 p.m.


CALL TO ORDER / ROLL CALL:

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

PLEDGE OF ALLEGIANCE:

OLD BUSINESS:

1. [Second Public Hearing and Second Reading of Ordinance – 2017-18 Biennial](#)

[Budget.](#)  Mayor Guernsey introduced this session, thanking staff and Council for all their hard work. She presented an overview of the 2015-16 biennial budget, city growth, staffing requests for this budget, and how this proposed 2017-18 budget has developed.

Councilmembers asked questions for clarification on several items that were proposed to be moved out of the General Fund budget and put on hold until revenues could be evaluated.

[The Mayor opened the public hearing at 5:56 p.m.](#)

[Ron Ray – 3655 Edwards Drive.](#) Mr. Ray said he has been here over 50 years and is pleased and proud of our police department. If they need help and support we should be eager to give it. We have fine people and leadership in the police department and we need to support it.

[Joseph Hicks – President of the Officers Guild.](#) Officer Hicks spoke on behalf of the officers in support of the addition of three officers in 2017 and one officer in 2018. He said since 2008 he has seen the increase in calls for service, reports, and arrests that come with the increased population, but they haven't seen a staffing increase. He shared the effects of being short of staff and how each officer has adjusted their schedules to cover shifts. He mentioned recent armed robberies that occurred while there was only one officer to respond, which is unacceptable for officer safety. He urged Council to consider the recommendation to expand the police department which will allow them to continue to provide the level of service and maintain officer safety.

[Tom Sutich - 5913 123rd Street.](#) Mr. Sutich said Gig Harbor has always been a fairly safe environment and it troubles him that how our staffing levels haven't changed. He talked about the incredible expansion in north Gig Harbor where he lives, and commented that we are in the midst of a heroin epidemic in Pierce County and all that it brings. He said if the police department gets behind they will constantly be playing catch up and the community will suffer. He encouraged Council to fully fund the request for four officers.

[Dary Alford - 4203 Rosedale Street.](#) Mr. Alford voiced concern for staffing in the police department. He said that this community, which is becoming more affluent, is going to be a magnet for more crime and we don't have the staffing to handle it. Think it's been adjusted down to 3 next year and one the following year. He said adjusting the request

down to two is not going to handle the situation.

[Jim Antonucci, Executive Director for Heron's Key.](#) Mr. Antonucci said he is a resident of Gig Harbor, and shared his background. He said he is here to support the additional personnel in the Planning Department. He shared information on his project and how weather delays will compress the building schedule for Phase I. He voiced concern that any delays will impact them both financially, those they employ and the seniors they serve. He spoke favorably for anything that can be done to mitigate delays or processes. He shared that he has never met a more understanding, competent department who are always willing to take the time to help. He spoke in support of the addition of personnel; it's a good thing for the community and economic development, and also for continuity with upcoming projects.

[Peter Hampel – 7898 Greyhawk Avenue.](#) Mr. Hampel explained that their homeowners association sent a letter to the Director of Operations Mr. Brereton, requesting two street lights. They were told they would get them in two years. That was eight years ago. He only learned of this when the HOA President passed away and his wife shared the letter. He said he understands that these cost around \$5000 a piece, but asked that these street lights in Greyhawk be added to the budget.

[John Chadwell – Olympic Property Group - 5727 Baker Way.](#) Mr. Chadwell said the city is growing and we need more police officers to patrol the new streets and look after the new residents. A safe community is a primary component of a great community. He said along with growth is a heavy demand on those who issue permits and inspect completed work. In the many years he has worked with the city he has observed improvements in the permitting process, efficiencies, systems, and workflow, but the review times have grown longer and more unpredictable. This makes it difficult to manage project schedules. The builders he works with have voiced frustration with the ability to get permits issued promptly. The city is a sole service provider for these permits, and although they don't expect "Nordstrom's Service" they hope to avoid "K-Mart Service." He asked council to please consider adding staffing help to maintain an appropriate level of service.

[There were no further public comments and the Mayor closed the public hearing at 6:12 p.m.](#)

Councilmembers took turns commenting. They discussed and debated changes to the budget and asked staff for several points of clarification.

[Mayor Guernsey](#) suggested that before we go through staffing requests one by one to ensure clear direction, that Council consider leaving all the positions in the budget with a guarantee that they not be filled until we come back later to ensure adequate revenue sources and to obtain the authority to hire.

[Police:](#) Request is for three FTE officers in 2017 and one FTE in 2018. After discussion the consensus is to fully fund one officer in January 2017. Then to authorize two FTEs for hiring in the 2nd Quarter. The third position is to be reviewed for hiring in the 3rd Quarter with council authority. The 4th position to be reviewed for hiring in 2018 with council authority.

[Court:](#) Request for a .6 FTE. After debate and discussion, direction is to remove this

position at this time and review the court process over the next six months. Then come back with a recommendation at that time.

Public Works: Request is for one Laborer in the Parks Department, and two additional seasonal help. Discussion led to a recommendation to remove the FTE Laborer position at this time, but include the two additional seasonal help.

- Explore a partnership with PenMet Parks for shared services.
- Add a budget line item of up to \$50,000 to perform a process study for the public works operations. Spread the cost across utilities as well as the General Fund.

Planning: Request is for a reclassification for an existing Planning Assistant to a Planning Technician and addition of another FTE Planning Technician. Direction is to move forward with reclassification in January and phase in the new FTE at the beginning of the 3rd Quarter with council authorization.

Building: Request for one FTE Building Inspector and reclassify two inspectors to Asst. Building Officials / Fire Marshals. Direction was to leave the FTE inspector position in the budget in anticipation of hiring would occur in the second quarter.

Reclassifications were discussed:

Facilities Maintenance Technician. The existing Maintenance Technician has a significant skill set. This reclassification would acknowledge this as well as anticipate hiring for when he retires.

Administration Reclassifications: Consensus is the reclassifications for the HR Manager and the Open Government are to be left in the budget.

After discussion the Council said the reclassifications for the Building Inspectors and Maintenance Technician will be left out of the budget until Guild negotiations.

Projects:

- Eddon Boathouse Restoration – put it back using the General Fund
- Donkey Creek Signage – leave in General Fund
- Guardrail inspection / replacement – add \$10,000 in General Fund
- Midblock Harborview / Dorotich Crosswalk – move \$14,000 out of HBZ to General Fund
- Eddon Boat Building Painting - add money to paint in the General Fund
- Museum driveway – will be paid by REET
- Water bottle filling station – add back in General Fund and to donation policy
- Public Works Operations Facility - Councilmembers Perrow and Payne to meet with Mr. Langhelm to work through this project

The Mayor thanked everyone for taking the time and energy to work through this.

ADJOURN: The meeting adjourned at 8:08 p.m.

Minutes Boards and Commissions Candidate Review

December 5, 2016 5:00 p.m. Exec. Conference Room

Call to Order: Councilmembers Lovrovich, Kadzik, and Malich, Shawna Wise

New Business:

[Applicant Lynn Stevenson](#) was interviewed for the Arts Commission. Ms. Stevenson shared that she is a graphic designer and although she does some painting on the side, her focus is digital art. She is also a volunteer for the Peninsula Art League and the Gig Harbor Film Festival. Ms. Stevenson said she has a flexible schedule and would be able to attend the Arts Commission meetings.

The three applicants for the Lodging Tax Advisory Commission are asking to be re-appointed and because there were no other applicants for the LTAC, the committee agreed interviews were not necessary.

[The Committee recommended](#) re-appointing Mary DesMarais, Warren Zimmerman, and Lindsey Stover to the LTAC and appointing Lynn Stevenson to the Arts Commission.

Lovrovich / Kadzik - unanimously approved

Meeting adjourned at 5:15 p.m.



MINUTES
Intergovernmental Affairs Committee
November 28, 2016 – 4:00 p.m.
Executive Conference Room

Call to Order Councilmembers Payne, Perrow, and Arbenz, Mayor Guernsey, Ron Williams, Katrina Knutson, Shawna Wise, Shelly Helder, and Briahna Murray via teleconference

Councilmember Payne stated that he would like a conference call with our Federal lobbyists to discuss the potential relocation of the Gig Harbor.

State Legislative Update   

Briahna Murray and Shelly Helder provided handouts in preparation for the meetings with Legislators in December. The Committee reviewed the talking points and the State funding request for the Gig Harbor Sports Complex. Councilmember Payne said it may be beneficial to have representatives from the other sports organizations at the legislative meeting to emphasize the need and the support for the project. Briahna Murray agreed, with the understanding that they would be educated on what the exact ask is prior to meeting with the Legislators. Sending the same message is critical. Councilmember Arbenz suggested getting more letters of support from all the local sports groups to also share with the Legislators.

Shelly Helder said she will work with Katrina Knutson on exact numbers for the funding request and send the Committee a finalized version.

Other Business  

Public Works Board and Completion of Wastewater Treatment Plant - Shawna Wise provided copies of the Public Works Board letter sent to State Legislators and Mayor Guernsey stating the WWTP improvements are expected to gain up to 20% annual energy savings and realized a savings to rate paying customers of \$140,000 per year in the City's loan repayment schedule.

Meeting adjourned at 4:43 p.m.



MINUTES
Intergovernmental Affairs Committee
December 5, 2016 – 4:30 p.m.
Public Works Conference Room

Call to Order 4:31 p.m.

Councilmembers Payne, Perrow, and Arbenz, Mayor Guernsey, Ron Williams, Shawna Wise, and Dale Learn via teleconference.

New Business

Mr. Learn shared a brief Federal legislative update. He stated that he has reached out to Representative Kilmer and Senator Cantwell's office regarding the Sand Spit transfer in hopes of pushing the process forward. Mr. Learn said he will let the Committee know if anything progresses.

Ron Williams gave an overview of the USPS public meeting regarding the potential relocation of the Gig Harbor Post Office. Councilmember Payne stated that the post office is one of the downtown anchors and it is vital to the downtown area to keep the retail portion near the existing site. Mayor Guernsey shared that she had also stressed the importance of keeping the retail post office in Gig Harbor's downtown area.

Mr. Learn suggested a letter to Derek Kilmer would be a good step in reaching out to others. He will be sending a copy of the letter to Mayor Guernsey once it is finalized. He also encouraged the Committee to contact the United States Postal Service encouraging them to keep the retail downtown. Mayor Guernsey said she is drafting a letter to the USPS contact, Greg Shelton.

Meeting adjourned at 4:58 p.m.



Business of the City Council
City of Gig Harbor, WA

Subject: Adjustment to Rates of City Attorney for 2017

Proposed Council Action: Authorize the Mayor to sign the 2017 Addendum to Agreement for Legal Services

Dept. Origin: Administration

Prepared by: Ron Williams

For Agenda of: Dec. 12, 2016

Exhibits: Proposed 2017 Addendum

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 notes: JG 11-22-16, RW 11/22/16, by email

Table with 4 columns: Expenditure, Amount, Appropriation, Required. Row 1: Required 3% increase, Budgeted \$, Required \$0.

INFORMATION / BACKGROUND

The city was contacted by our attorney, Angela Summerfield informing us that her law firm, Ogden Murphy and Wallace ("OMW") is adjusting their fees for 2017 for all of their attorneys, staff and paralegals who provide legal services to the City of Gig Harbor by 3%.

FISCAL CONSIDERATION

Assuming the same or similar amounts of billable time will be incurred in 2017, the amount billed to the City would increase by 3%.

BOARD OR COMMITTEE RECOMMENDATION

RECOMMENDATION / MOTION

Move to: Authorize the Mayor to sign the proposed 2017 Addendum to the Agreement for Legal Services.

**2017 ADDENDUM
TO
AGREEMENT FOR LEGAL SERVICES**

THIS ADDENDUM modifies that certain Agreement for Legal Services dated January 7, 2009 (the "Agreement") entered into between the CITY OF GIG HARBOR, a municipal corporation of the State of Washington (the "City"), and the law firm of OGDEN MURPHY WALLACE, P.L.L.C. ("OMW").

WHEREAS, the City and OMW entered into the Agreement in order to provide for the terms associated with OMW's provision of legal services to the City; and

WHEREAS, Section A of the Agreement establishes the rates that OMW charges to provide those legal services; and

WHEREAS, Section E of the Agreement provides that OMW may propose an increase in hourly rates no more than once each year to become effective on January 1, by amendment to this Agreement;

NOW, THEREFORE, for and in consideration of the terms and conditions set forth below, the parties agree as follows:

1. Amendment to Section A - Rates and Services. Section A of the Agreement is amended to read as follows:

A. Rates and Services. OMW will serve as the City Attorney for the City, performing the duties and functions of the office as defined by Title 35A RCW and the ordinance of the City.

1. Basic Services. OMW will provide basic services set out in this section at the rate of \$237 an hour ("Basic Service Fee"). The Basic Service Fee would apply to up to ninety (90) hours per month for the following services:

- a. Preparation for and attendance at two monthly regular meetings of the City Council, additional Council meetings, meetings of the Planning Commission or other boards and commissions as requested by the City.
- b. Routine consultation with City staff or officials as requested by the City for items not included as Additional Services below, preparation and legal research required in connection with such duties, and the drafting of ordinances, resolutions and legal memoranda.

- c. Review, consultation, revision and approval of public works contracts, professional services agreements, and interlocal agreements.
- d. With the exception of condemnation proceedings, preparation and review of documents and agreements, as well as consultation in real estate matters, including but not limited to the acquisition or disposition of easements, rights-of-way, or other personal property and real property interests.
- e. Legal services rendered in connection with annexation proceedings up to the Boundary Review Board level.
- f. Legal services rendered in connection with code enforcement up to the Hearing Examiner or superior court level.
- g. Legal services rendered in connection with personnel matters, except labor arbitrations and negotiations.
- h. All transit time, including transportation to and from required meetings, etc., incurred in furtherance of the above tasks (but not including transit time on regular City Council meeting days and for one additional day of City Hall office hours per month, for which there will be no cost to the City, as long as there is a two-hour minimum billed).

2. Additional Services. OMW will provide additional services set out in this section at the following rates (“Additional Services Fee”):

Firm Members:	\$268 per hour
Associates:	\$237 per hour
Law Clerks:	\$148 per hour
Paralegals:	\$111 per hour

The Additional Services include:

- a. All services rendered in connection with any actual litigation, arbitration, mediation, labor negotiations, administrative hearings (including but not limited to the Growth Management Hearings Board, Shorelines Hearings Board, Pollution Control Hearings Board, Boundary Review Board) and/or enforcement proceedings wherein the City, one of its boards, or one of its officials is or likely will be a party.
- b. All services rendered in connection with real property condemnation.
- c. All services rendered in connection with taxation issues, local improvement districts, assessments, bond issues and other matters where a special counsel has been or normally is retained. Such legal services, when requested to be

performed by our office, will generally not substitute for but may supplement the services rendered by bond counsel.

- d. All services that exceed the 90-hour Basic Services cap.
- e. All transit time, including transportation to and from required meetings, court appearances, etc., incurred in furtherance of the above Additional Services tasks.

If other firm attorneys are to be involved in litigation and specialty work not listed in subsections A(2)(a)-(f), billing rates will be agreed upon prior to the commencement of their services. OMW acknowledges the City utilizes separate bond counsel and special counsel for personnel matters and for environmental and hazardous waste matters.

3. Reimbursable Fees. All services relating to work reimbursed by developers and telecommunications carriers, including but not limited to reimbursable review relating to project permit applications, development agreements and franchises/leases shall be reimbursed at the following rates: Firm Members at \$336 per hour and Associates at \$270 per hour.

4. Reimbursable Expenses. Document reproduction charges, computer-aided legal research charges, delivery fees, filing charges and other external expenses will be billed and reimbursed to the City at cost with no mark up. Transit time will be billed and reimbursed at the applicable hourly rate above. The City would not be separately invoiced for mileage reimbursement, long-distance telephone calls or facsimile transmissions.

2. Other Terms. Except as expressly modified by this Addendum, all terms and conditions of the Agreement shall remain in full force and effect.

CITY OF GIG HARBOR

OGDEN MURPHY WALLACE, P.L.L.C.

Jill Guernsey, Mayor
Date: _____

Angela G. Summerfield, Member
Date: _____

ATTEST/AUTHENTICATED:

Molly Towslee, City Clerk



Subject: Gig Harbor Downtown Waterfront Alliance (GHDWA) Agreement

Dept. Origin: Administration

Prepared by: Shawna Wise *sw*

Proposed Council Action:

For Agenda of: December 12, 2016

Approve the 2017 Agreement Between the City of Gig Harbor and the Gig Harbor Downtown Waterfront Alliance.

Exhibits:

Initial & Date

Concurred by Mayor:

TG 11-28-16

Approved by City Administrator:

SW 11/17/16

Approved as to form by City Atty:

via email

Approved by Finance Director:

DF 11/12/16

Approved by Department Head: _____

Expenditure Required	\$ 35,000	Amount Budgeted	35,000	Appropriation Required	\$0
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INFORMATION / BACKGROUND

The Gig Harbor Downtown Waterfront Alliance (GHDWA) continues to run and promote community events, business retention programs, and other strategies to preserve the historic character of the downtown while improving the economic vitality of the downtown.

The GHDWA has been a valued partner with the city in stimulating the development and retention of a vibrant downtown waterfront section of the city. The contributions to the GHDWA represent the City's primary contribution to economic development in this critical downtown waterfront corridor.

The City has supported this organization since it became a Main Street organization. In return for the City's cash contribution, the GHDWA will produce specific deliverables as stated in section three of the attached agreement.

FISCAL CONSIDERATION

This item is identified as Objective No. 2 in the proposed 2017-2018 Administration Budget. \$35,000 is included in the proposed budget.

BOARD OR COMMITTEE RECOMMENDATION N/A

RECOMMENDATION / MOTION

Move to: Approve the 2017 agreement between the City and the Gig Harbor Downtown Waterfront Alliance.

**2017 AGREEMENT
BETWEEN THE CITY OF GIG HARBOR AND
THE GIG HARBOR
DOWNTOWN WATERFRONT ALLIANCE**

THIS AGREEMENT is entered into this _____ day of _____ 2017, by and between the City of Gig Harbor, Washington, an optional code municipal corporation organized under the laws of the state of Washington, hereinafter referred to as the “City” and the Gig Harbor Downtown Waterfront Alliance, a nonprofit corporation organized under the laws of the State of Washington, hereinafter referred to as “GHDWA.”

WHEREAS, the City is governed by Title 35A RCW, but the City also has “all of the powers which any city of any class may have and shall be governed in matters of state concern by statutes applicable to such cities in connection with such powers to the extent to which such laws are appropriate . . .” (RCW 35A.21.160); and

WHEREAS, RCW 35.21.703 provides that “it shall be a public purpose for all cities to engage in economic development programs,” and “cities may contract with nonprofit corporations in furtherance of this and other acts relating to economic development”; and

WHEREAS, GHDWA, a 501c(3) corporation with UBI # 602 799 246, encourages and supports historic preservation and economic vitality of the historic Gig Harbor waterfront district; and

WHEREAS, the City Council is interested in contracting with the GHDWA for the activities and services described herein, in order to promote and encourage historic preservation and economic vitality in the historic waterfront district of Gig Harbor; and

WHEREAS, the City Council values the concepts embodied in the Main Street™ Approach and recognizes the ability to increase local investment through access to Washington State’s Main Street Tax Credit Incentive Program, access to Washington State staff resources (if available) and grant opportunities afforded by Main Street Program; and,

WHEREAS, the City Council recognizes that it is not the sole financial contributor to the work of GHDWA;

NOW THEREFORE, in consideration of the mutual off-setting benefits and conditions hereinafter contained, the parties hereto agree as follows:

TERMS

1. **Purpose of the Agreement.** In the execution of this Agreement, the City and GHDWA seek to foster historic preservation and economic vitality and development in the historic waterfront district.
2. **General Provisions of the Agreement.** The City and the GHDWA acknowledge that:
 - A. The programs authorized and/or funded by this Agreement are municipal, educational and community purposes, designed to foster historic preservation and economic vitality development in the historic waterfront district.
 - B. Any funding provided by the City under this Agreement will be derived from the City's General Fund.
3. **Organization and Responsibilities of GHDWA.** GHDWA shall organize a thriving association of stakeholders, as defined in GHDWA Bylaws, with an interest in preservation and economic stability and vitality of the Gig Harbor historic waterfront district. In furtherance of the City's economic development GHDWA shall implement the following:
 - A. No later than February 5, 2018, provide to the City an Annual Report of activity from January 1, 2017, through December 31, 2017 which includes information on all events, projects and programs completed by GHDWA, expenses, net returns, participating businesses, sponsorships, partners, publicity materials, use of volunteers, estimated participants or attendees, and any other relevant information associated with GHDWA's performance during the year (this provision to survive expiration of this Agreement);
 - B. Maintain full Washington State Main Street authorized participant status;
 - C. Facilitate the retention and reinvestment of tax monies within the local community by making available a mechanism for local businesses to obtain Washington State B&O Tax credits available through the Washington State Main Street program and maintain a current list of B&O contributors / GHDWA income;
 - D. Provide access to Washington State staff resources (if any) and grant opportunities afforded by the Main Street program;
 - E. Create and/or maintain a written funding plan for the GHDWA to obtain funding from various sources other than the City to establish and maintain a viable organization and to implement all of the activities contained in this Agreement;
 - F. Demonstrate local support by obtaining significant funding from community sources including individuals, commercial property owners in the district, businesses, and organizations;

G. Manage, promote and conduct events in the historic waterfront district which will attract members of the public to the historic waterfront district, thereby stimulating economic vitality. In addition to the events conducted and promoted in the past years, the GHDWA will also continue to operate the Waterfront Farmer's Market in 2017. The GHDWA will operate the Waterfront Farmer's Market per the conditions of a Memorandum of Understanding entered into between the GHDWA and the City.

H. Develop and coordinate marketing efforts with the City in keeping with the existing brand and theme of the City of Gig Harbor using the City of Gig Harbor logo on promotional materials developed by the GHDWA each year to show the City's sponsorship support;

I. Maintain a communications strategy for informing GHDWA's membership about GHDWA's activities and priorities;

J. Produce (at a minimum) a quarterly newsletter for the membership;

K. Maintain a webpage with links to City's marketing website, *gigharborguide.com*, using a separate domain name for GHDWA that includes a current calendar of events and GHDWA Main Street boundary map;

L. Hold (at a minimum) quarterly meetings for waterfront district stakeholders to promote improved business vitality and communications as a whole, which should include updates on any activities relating to:

1. GHDWA sponsored events;
2. Historic preservation activities;
3. GHDWA District city code and design standard updates;
4. GHDWA (4) Committee updates;
5. Business marketing updates;
6. Parking updates or improvements;
7. Business Management updates; and
8. Any other activities relevant to GHDWA members;

M. Work with City leaders and staff, business and property owners to enhance the attractiveness and maintain the historic character of the historic waterfront business district, in keeping with city codes and design standards.

N. Develop data and trend information useful in development of long term solutions to economic and business issues in the historic waterfront area. Use this information to assist City leaders and staff in preservation and development topics for the historic waterfront area in Gig Harbor, such as:

1. Maintaining a business inventory of the historic waterfront district; and

2. Maintaining data on parking analysis and membership input within the historic waterfront district;
- O. Provide an Annual Report to the city, as described above, for the period January 1, 2017, through December 31, 2017, no later than February 5, 2018 (this provision to survive expiration of this Agreement),
- P. Work with the City to define grant opportunities and other opportunities for each party to pursue in furtherance of their mutual goals (the City maintains discretion over the types of grants it chooses to pursue);
- R. Submit financial and performance reports due on or before the last day of July (for January through June of that year), and January 2018 (July through December of the year just ended) of each contract year to the City regarding activities conducted by GHDWA and proposed activities for the remainder of the term of the contract;
- S. Provide a royalty-free, fully paid license to the City for use of the GHDWA logo;
- T. GHDWA Board membership shall include one representative designated by the City Administrator as an active member of the GHDWA Board.
- U. Provide early communication to the City regarding any GHDWA projects, programs or events that may require City Planning, Building, Engineering, Operations, Marketing, or Historic Preservation consideration or review; and
- V. Provide a fully paid annual GHDWA membership to the City of Gig Harbor.

4. City's Responsibilities.

- A. **Funding for Services Described in this Agreement:** Annual funding for GHDWA is subject to City Council approval. GHDWA shall submit their funding request in writing no later than September 30 of the Agreement calendar year. This calendar year (2017) the City will pay \$35,000.00 in four installments of \$8,750.00 due the first business day of the *contract year* in February, April, July, and October. Payment will be made within 30 days of receipt of an invoice from GHDWA;
- B. Provide a royalty-free, fully paid license to GHDWA for use of the City logo. Use of the City logo requires approval by the City Marketing Department;
- C. Provide a link to GHDWA's website on the City's website (www.gigharborguide.com).

5. **Duration of Contract.** This Agreement shall be in effect January 1 through December 31, 2017 unless sooner terminated as provided herein. The first payment under this Agreement shall be made no later than 30 days after execution by duly authorized representatives of both parties.

6. Independent Contractor. The parties intend that an independent contractor-client relationship will be created by this Agreement. No agent, employee, representative or sub-consultant of the GHDWA shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the GHDWA 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 sub-consultants of the GHDWA. The GHDWA will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants 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 GHDWA performs hereunder.

7. Indemnification and Defense. The GHDWA shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection of the reports described herein, or the City's execution of this Agreement (requiring the GHDWA to provide certain services) shall not be grounds to avoid any of these covenants of indemnification.

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 GHDWA and the City, its officers, officials, employees, agents and volunteers, the GHDWA's liability hereunder shall be only to the extent of the GHDWA's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE GHDWA's WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE GHDWA's WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE GHDWA's EMPLOYEES DIRECTLY AGAINST THE GHDWA.

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

8. Insurance.

A. The GHDWA 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 GHDWA's own work including the work of the GHDWA's agents, representatives, employees, sub-consultants or sub-contractors.

- A. Before execution of this Agreement, and on the anniversary date of the execution of this Agreement, the GHDWA 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
- C. All policies and coverage's shall be on an occurrence made basis.
- D. The GHDWA is responsible for the payment of any deductible or self-insured retention that is required by any of the GHDWA's insurance. If the City is required to contribute to the deductible under any of the Agency's insurance policies, the GHDWA shall reimburse the City the full amount of the deductible within 10 working days of the City's deductible payment.
- E. The City of Gig Harbor shall be named as an additional insured on the GHDWA'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 Agency's insurance policies.
- F. Under this agreement, the GHDWA'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 GHDWA's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.
- G. The GHDWA 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 Agency's coverage.
9. **City's Right of Inspection, GHDWA's Responsibility to Comply with Law.** Even though the GHDWA is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the performance of services must meet the general approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The GHDWA 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 GHDWA's business,

equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

10. Record Keeping and Reporting.

A. The GHDWA shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended for the activities described herein and claimed as reimbursement along with any other such records as may be deemed necessary to the City to ensure proper accounting for all funds contributed by the City for the performance of this Agreement and compliance with this Agreement. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the City.

B. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit during the performance of this Contract by the City. The City shall have the right to an annual audit of the GHDWA's financial statements and condition.

11. Termination.

A. The City may terminate this Agreement, for public convenience, the GHDWA's default, the GHDWA's insolvency or bankruptcy, or the GHDWA's assignment for the benefit of creditors, at any time. If delivered to the GHDWA in person, termination shall be effective immediately upon the GHDWA's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Except in the situation where this Agreement has been terminated for public convenience, the GHDWA shall be liable to the City for any additional payments made by the City for which no services were rendered.

C. If the GHDWA's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement.

12. Discrimination Prohibited. The GHDWA shall not discriminate against any employee, applicant for employment, or any person seeking the services of the GHDWA to be provided under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, sexual orientation, marital status or presence of any sensory, mental or physical handicap.

13. Assignment and Subcontract. Any assignment of this Agreement by the GHDWA without the written consent of the City shall be void. If the City shall give its consent to any assignment, this paragraph shall continue in full force and effect and no further assignment shall be made without the City's consent.

14. Notices. Notices required by terms of this Agreement shall be sent to the other party at the following addresses, unless otherwise requested, in writing, by one of the parties hereto:

TO THE CITY:
Attn: City Administrator
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

TO THE GHDWA:
Attn: Executive Director
Gig Harbor Historic Waterfront Association
PO Box 771
Gig Harbor, WA 98335

15. Applicable Law, Venue, Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in Pierce County, Washington or the U.S. District Court, Western District. The prevailing party in any such action shall be entitled to its reasonable attorney's fees and costs of suit.

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

17. Entire Agreement. The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached hereto, which may or may not have been executed prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

18. Agreement Not Enforceable by Third Parties. This Agreement is neither expressly nor impliedly intended for the benefit of any third party and is neither expressly nor impliedly enforceable by any third party.

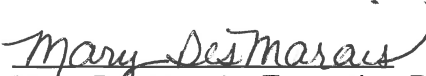
19. Severability. If any section, sentence, clause or phrase of this Agreement is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, clause or phrase of this Agreement.

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

CITY OF GIG HARBOR

**GIG HARBOR HISTORIC
WATERFRONT ASSOCIATION**

Jill Guernsey, Mayor
Attest:



Mary DesMarais, Executive Director

Molly Towslee, City Clerk

Approved as to form:

Angela Summerfield, City Attorney

Subject: Re-appointment to the Lodging Tax Advisory Committee and Appointment to Arts Commission

Proposed Council Action: Move to re-appoint Mary DesMarais, Warren Zimmerman, and Lindsey Stover to the Lodging Tax Advisory Committee and appoint Lynn Stevenson to the Arts Commission.

Dept. Origin: Administration

Prepared by: Shawna Wise *SW*

For Agenda of: December 12, 2016

Exhibits:

	Initial & Date
Concurred by Mayor:	<i>JG 12-6-16</i>
Approved by City Administrator:	<i>Ron W 12/6/16</i>
Approved as to form by City Atty:	<i>N/A</i>
Approved by Finance Director:	<i>N/A</i>
Approved by Department Head:	_____

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

There are three positions coming due on the LTAC and all three commissioners submitted applications to be re-appointed. No other applications for the LTAC were received. The Committee submitted a recommendation to re-appoint Mary DesMarais, Warren Zimmerman, and Lindsey Stover.

There is one vacancy on the Arts Commission and one applicant. The Committee interviewed applicant Lynn Stevenson and submitted a recommendation to appoint.

FISCAL CONSIDERATION

None

BOARD OR COMMITTEE RECOMMENDATION

The Committee voted 3-0.

RECOMMENDATION / MOTION

Move to: Re-appoint Mary DesMarais, Warren Zimmerman, and Lindsey Stover to the Lodging Tax Advisory Commission and appoint Lynn Stevenson to the Arts Commission.



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

Subject: Council Committees

Proposed Council Action:

To accept these appointments for the Council Committees and to appoint Mayor Pro Tem for 2017.

Dept. Origin: Administration

Prepared by: Jill Guernsey, Mayor

For Agenda of: December 12, 2016

Exhibits:

Concurred by Mayor:

Initial & Date
JG 12-6-16

Approved by City Administrator: N/A

Approved as to form by City Atty: N/A

Approved by Finance Director: N/A

Approved by Department Head: N/A

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

Councilmembers' have voiced their preference to continue to serve on the same Committees as the previous year. Therefore, my recommendations for appointments are as follows:

Council Committees:

Finance & Safety: Councilmembers Ekberg, Arbenz, Perrow

Public Works: Councilmembers Ekberg, Malich, Payne

Planning & Building: Councilmembers Kadzik, Ekberg, Lovrovich

Intergovernmental Affairs: Councilmembers Payne, Perrow, Arbenz

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

Other Committees:

Tacoma Narrows Advisory Board: Councilmember Perrow

Pierce County Regional Council: Councilmember Perrow, alternate

Mayor Pro Tem: Rahna Lovrovich

RECOMMENDATION / MOTION

Move to: Accept these appointments for the Council Committees and to appoint Rahna Lovrovich Mayor Pro Tem for 2017.

Subject: Ancich Waterfront Park

Dept. Origin: Engineering Department

Approved Proposed Council Action:

Authorize the Mayor to execute Professional Services Contract Amendment Nos. 2 and 3 with PND Engineers, Inc., for amounts not exceed \$62,333.00 and \$6,441.00, respectively.

Prepared by: Emily Appleton, P.E. *EA 12.7.16*
Senior Engineer

For Agenda of: December 12, 2016

Exhibits: Contract Amendment Nos. 2 & 3 with Exhibits

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Approved by City Engineer: |

Initial &
Date

JG 12-7-16
Ron W 12/7/16
Per email dated 12/6/16
CF 12/7/16
1/12 12/7/16
12/7/16

Expenditure Required	\$68,774.00	Amount Budgeted	\$1,700,000 & \$845,000	Appropriation Required	N/A
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INFORMATION/BACKGROUND

In November 2015, the City selected PND Engineers, Inc. to perform design and permitting services for the Ancich Waterfront Park and Netshed Restoration projects. Contract Amendment No. 1 for additional work related to the Jerkovich Pier was authorized by council on July 25, 2016. Contract Amendment Nos. 2 and 3 provide for additional professional services necessary to complete the project design, which are further described below.

Amendment No. 2, \$62,333: After reviewing three storage building alternatives for Ancich Park at the work-study session on August 1, 2016, the Council responded to continued public concerns about the new building blocking the view by directing additional changes to the proposed design. In order to further reduce impacts to water views of the harbor, direction was given to shift the boat storage building from its original proposed location along the right of way to a location underneath the Harborview Drive sidewalk. The team was also directed by Council to lower the boat storage building roof deck final grade to allow for a step-down approach. In addition, while pursuing project permits, extra design team coordination, plan revisions and numerous color renderings were required to respond to Design Review Board member requests received while presenting the project at the Design Review Board. The netshed restoration design also required some additional effort to ensure the restored structures accommodate the future power block and the boom crane proposed to be provided by the commercial fishermen in support of their operations. The additional work for the netshed design is more than offset by a credit from the consultant due to efficiencies they found in the electrical design.

Contract Amendment No. 2 provides for additional professional services necessary to incorporate the required revisions (described above) into the project design, along with a credit from the consultant due to electrical design efficiencies.

Amendment No. 3, \$6,441: As part of the environmental permitting process, the State

Department of Ecology provided comments for the project in a letter dated October 21, 2016. The letter requests that the City sample the site soils and test for arsenic and lead contamination associated with the ASARCO smelter.

Contract Amendment No. 3 provides for additional professional services necessary for field work, lab work and reporting for a sedimentation characterization of the Ancich site per the requirements of the Model Toxics Control Act set forth in WAC 173-340.

FISCAL CONSIDERATIONS

The 2015/16 budget allocated \$1,700,000 for the Ancich Park project and \$845,000 for the Ancich Netshed project. A summary of the PND contract, including Contract Amendment Nos. 2 and 3 under consideration with this action, is shown below.

	Netshed	Park	Other	Total
Original Contract Amount	\$ 175,971	\$ 338,194	\$ -	\$ 514,165
CA#1 - Jerkovich Pier	\$ -	\$ -	\$ 59,194	\$ 59,194
CA#2 - View Mitigation, DRB Requests, Structure for Fishing Operations, Electrical Credit	\$ (2,561)	\$ 64,894	\$ -	\$ 62,333
CA#3 - Soil Sampling and Reporting	\$ -	\$ 6,441	\$ -	\$ 6,441
Totals:	\$ 173,410	\$ 409,529	\$ 59,194	\$ 642,133

Contract expenditures through October 30, 2016 total approximately \$470,000. Adequate funds are available within the budgeted amounts for these contract amendments.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION/MOTION

Authorize the Mayor to execute Professional Services Contract Amendment Nos. 2 and 3 with PND Engineers, Inc., for amounts not exceed \$64,894 and \$6,441, respectively.

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

THIS SECOND AMENDMENT is made to that certain Professional Services Contract dated November 23, 2015, as amended by that certain First Amendment to Professional Services Contract dated July 11, 2016 (the "Agreement"), by and between the City of Gig Harbor, a Washington municipal corporation (hereafter the "City"), and PND Engineers, Inc. a corporation organized under the laws of the State of Alaska (hereafter the "Consultant").

RECITALS

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

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

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

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

2. Payment. Section 2(A) of the Agreement is amended to increase compensation to the Consultant for the work to be performed as described in **Exhibit A** in an amount not to exceed Sixty-Two Thousand Three Hundred Thirty-Three Dollars and Zero Cents (\$ 62,333.00), as shown in **Exhibit B**, attached to this Amendment and incorporated herein.

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

[Remainder of page intentionally left blank.]

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

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

CONSULTANT

By: 
Its Principal

CITY OF GIG HARBOR

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



Ancich Upland Park Improvements and Netshed Restoration Project Amendment 2 SCOPE AND FEE

1 PURPOSE

The purpose of this amendment is to capture elements added to the Ancich Park and Netshed restoration project resulting from planning department, City Council and design review board comments. These parties have asked the design team led by PND Engineers, Inc. (PND) to add additional technical design aspects to the bid package, provide additional printing and additional project management.

A detailed scope of services and respective fees are described herein.

2 SCOPE OF WORK

PND proposes additional scope to the following existing tasks:

ANCICH PARK PROJECT

Task 2A –Project management

Project Management May 2015 through October 2016- This task captures project management work performed between May 2015 and October 2016 supporting the local permitting process, user groups, city council working sessions, multiple intake appointments and meetings with City staff and stakeholders. These tasks have been tracked separately

Additional Project Management It is anticipated that meetings with city council, City staff, stakeholders, user groups and the planning department will continue. This additional budget will allow us to respond to these requests as they arise.

Task 6A –PS&E

Plans, Specifications & Estimates (PS&E). Technical scope for PND, HBB and Rolluda has been changed within this task as follows:

1. Shifting the boat storage building from its proposed position along the right of way underneath the harborview sidewalk.
2. Changing the boat storage building roof deck final grade to a fixed elevation of 15.5 feet.
3. Addition of an ADA chairlift, foundation and frame.
4. Addition of a compass rose pattern in the plaza concrete.
5. Additional color renderings of the plan and elevation views.
6. Addition of a trellised overhang to the waterside edge of the boat storage building.
7. The electrical design of the boat storage building is simpler than originally planned. Harbor power is performing all electrical design and we therefore will eliminate the building electrical scope proposed by Sazan.

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

- 90% Submittal



CITY OF GIG HARBOR
Ancich Park Upland Park and Netshed Amendment 2
October 13th , 2016

- Final Bid package

Deliverables. PND will provide the following deliverables:

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

ANCICH PIER AND NETSHED PROJECT

Task 6B –PS&E

Plans, Specifications & Estimates (PS&E). Technical scope for PND has been added to this task as follows:

1. Addition of a power block frame to the netshed.
2. Addition of a new upland doorway.
3. Addition of a boom crane foundation.
4. Addition of a 5'X5' landing for a future gangway.

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

- 90% Submittal
- Final Bid package

Deliverables. PND will provide the following deliverables:

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

3 FEE

PND proposes to perform the scope on a time and materials basis not to exceed \$62,333.

4 ASSUMPTIONS

-
- All Work associated with the contract will be completed by March 2018.
 - The City is responsible for payment of all permit review fees. The City will coordinate directly with Tribal parties, if necessary.
 - Contractor will secure construction permits such as demolition and NPDES as necessary.
 - City will provide all meeting notices, invitations, distribution, website updates and summaries of comments received.
 - RCW 4.24.115 is the governing law for indemnification for this contract.
 - City will provide all relevant as-built information for Harborview Drive.

5 EXCLUSIONS

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



CITY OF GIG HARBOR
Ancich Park Upland Park and Netshed Amendment 2
October 13th, 2016

- Construction support
- Permit fees

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

SCHEDULE

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

**Exhibit B
BOAT STORAGE BUILDING MODS AND WORKING NETSHED FEE PROPOSAL**

10/13/2016

Task	Senior Engineer VII \$ 180	Senior Engineer III \$ 135	Senior Eng I \$ 115	Senior Env Scientist \$ 150	CAD V \$ 95	Technician V \$ 105	Total Hours	Total \$
SIDEWALK DESIGN								
2A	8	40	40	10	10	108	13,501	\$
2A							13,400	\$
6A	4	60	40	20	20	124	15,300	\$
6B	8	32	40	20	20	100	12,300	\$
SUBTOTAL							54,501	\$
Subconsultants								
6A							(14,862)	\$
6A							12,480	\$
6A							8,643	\$
Expenses								
								\$
								\$1,570
SUBTOTAL	20	132	120	0	50	10	332	\$ 62,333

Printing 5 full size drawing sets 4 times



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

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



Hough Beck & Baird Inc.
215 Westlake Avenue North
Seattle, WA 98109-5217

206.682.3051 Phone
206.682.3245 Fax
www.hbbseattle.com

Seattle | Boise

Date September 28, 2016

Project No. 2015-26

Project Name: Gig Harbor Ancich Upland Park and Netshed Restoration

Amendment No. One

Description of Amendment

The following services are in addition to our scope of services for this project:

1. Revise the landscape site plan to accommodate City direction to relocate the building below the sidewalk and move the elevator to the east side of the site. Includes revised planting and urban design for the rooftop deck and surface plaza treatment.
2. Provide preliminary and final design of the compass rose feature to be included within the lower plaza paved area.
3. Color render the 60% level landscape site plan for City Council PPT presentation.

Amendment Fee

1. Revise landscape site plan	72 hours	\$	6,305.50
2. Compass Rose design	20 hours	\$	1,583.60
3. Color render 60% plan	5 hours	\$	421.61
	Total	\$	8,310.71

Original Total Contract Amount	\$	70,546.37
Contract Amendment <u>9-28-2016</u>	\$	<u>8,310.71</u>
New Total Contract Amount	\$	78,857.08

Contract Completion Date: Does not Change

The above contract amendment request is beyond the existing scope of work tasks as described in our agreement effective 11-16-15 and will be billed at the rates established per the contract. If you have any questions or need clarification regarding the above requested amendment, please call.

Thank you.

Approved By:

Client's Authorized Signature	Title	Date
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**THIRD AMENDMENT
TO
PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
PND ENGINEERS, INC.**

THIS THIRD AMENDMENT is made to that certain Professional Services Contract dated November 23, 2015, as amended by that certain First Amendment to Professional Services Contract dated July 11, 2016 and that certain Second Amendment of even date herewith (the "Agreement"), by and between the City of Gig Harbor, a Washington municipal corporation (hereafter the "City"), and PND Engineers, Inc. a corporation organized under the laws of the State of Alaska (hereafter the "Consultant").

RECITALS

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

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

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

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

2. Payment. Section 2(A) of the Agreement is amended to increase compensation to the Consultant for the work to be performed as described in **Exhibit A** in an amount not to exceed Six Thousand Four Hundred Forty-One Dollars and Zero Cents(\$ 6,441.00), as shown in **Exhibit B**, attached to this Amendment and incorporated herein.

[Remainder of page intentionally left blank.]

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

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

CONSULTANT

CITY OF GIG HARBOR

By: 

Its Principal

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



EXHIBIT A SCOPE AND FEE PROPOSAL

1 PURPOSE

The City of Gig Harbor (City) has asked PND Engineers, Inc. (PND) to add an additional site investigation to the Ancich Park and Netshed project. The purpose of this investigation is to perform sediment characterization of the site per the requirements of the Model Toxics Control Act (MTCA) set forth in WAC 173-340. Remediation is not included in this scope, but a place holder for it is included in Task 2 should it be deemed required.

A detailed scope of services and respective fees are described herein.

2 SCOPE OF WORK

Task 1 – Sediment Characterization

Field work. This task will include preparations, field work, and logistics related to sediment sampling. The work will be performed in accordance with the Tacoma Smelter Plume Model Remedies Guidance Sampling and Cleanup of Arsenic and Lead Contaminated Soils by the Washington State Department of Ecology's Toxics Cleanup Program. General locations and depths for sampling will be determined beforehand and confirmed with City staff via e-mail. MTCA guidelines indicate that approximately 13 samples will be required. PND will visit the lab, acquire sampling equipment, hand dig sampling holes of a maximum 12" depth, collect samples, and deliver to them to the lab.

Lab work. Lab work will be performed by a third party per EPA procedures 6010 and 6020 for lead and arsenic.

Reporting. This subtask includes all documentation for sediment sampling results. The goal is to produce a summary of the lab results and therefore sediment characterization. We will include the full laboratory output as an attachment

Deliverables. PND will provide the following deliverables:

- Sediment Sampling Plan Via E-Mail
- Laboratory Analysis Memorandum with Detailed Lab Results

Task 2 – Potential Remediation

Not included in this task as sampling results will determine if remediation is necessary.

3 FEE

PND proposes to perform the scope on a time and materials basis not to exceed \$6,441.00.

4 SCHEDULE

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

Fee proposal
Sampling plan

11/28/2016

	Senior Engineer VII \$ 180	Senior Engineer IV \$ 135	Senior Eng I \$ 115	Senior Env Scientist \$ 100	CAD V \$ 95	Technician V 105	Total Hours	Total \$
1 Sampling program								
Field work		10		10				\$ 2,400
Lab Coordination		8		8		16		\$ 1,900
Summary Memo	2	8		16		6	32	\$ 3,700
SUBTOTAL								\$ 5,600
Subconsultants								
Expenses								
Reimbursable Expenses- Travel and Per Diem (1 trips)								\$30
Lab budget								\$811
SUBTOTAL	2	26	0	34	0	6	48	\$ 6,441



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

Subject: Ancich Netshed Restoration Grant Contract with the Washington State Historical Society.

Proposed Council Action: Authorize the Mayor to execute a contract with the Washington State Historical Society for the purpose of Ancich Netshed restoration.

Dept. Origin: Public Works

Prepared by: Katrina Knutson, AICP
Parks Project Administrator 

For Agenda of: December 12, 2016

Exhibits: Grant Contract

Initial & Date

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

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

In 2014, the City of Gig Harbor submitted a grant application to the Washington State Historical Society for the purposes of restoring the historic Ancich Netshed. In 2015, the Washington State Legislature appropriated \$642,140 for this purpose. Attached to this Council Bill is the proposed grant contract with the Washington State Historical Society.

FISCAL CONSIDERATION

The City will be reimbursed by the Washington State Historical Society for restoration work completed up to \$642,140 while utilizing the purchase price of the Ancich Properties as required match (\$1,637,200).

BOARD OR COMMISSION RECOMMENDATION

None.

RECOMMENDATION / MOTION

Authorize the Mayor to execute a contract with the Washington State Historical Society for the purpose of Ancich Netshed restoration.



**STATE OF WASHINGTON
WASHINGTON STATE HISTORICAL SOCIETY
HCP 17-12
GRANTEE: CITY OF GIG HARBOR**

1. PARTIES TO THE CONTRACT

This state funded Contract for Heritage Capital Projects (Contract) is entered between the City of Gig Harbor, 3510 Grandview St., Gig Harbor WA 98335, (GRANTEE) and the Washington State Historical Society, 1911 Pacific Avenue, Tacoma, WA 98402 (AGENCY), and shall be binding upon the agents and all persons acting by or through the parties.

2. PURPOSE OF CONTRACT

This Contract sets out the terms and conditions by which a grant is made for a Heritage Capital Project during the 2015 - 2017 biennium from funds appropriated by the Washington State Legislature in 2EHB 1115, which was incorporated into the Capital Budget signed into law by the governor on June 30, 2015. RCW 27.34.330 provides statutory authorization for the funding program. The funding is administered by the Agency.

3. DESCRIPTION OF HERITAGE CAPITAL PROJECT

Funds awarded under this Contract shall be used by the GRANTEE solely for Ancich Netshed Restoration as described in ATTACHMENT B (PROJECT SCOPE OF WORK), and for the express purpose of the grant as described in ATTACHMENT C (PROJECT PURPOSE).

4. CONSIDERATION

The parties agree that, in exchange for the grant money awarded pursuant to this Contract, the State of Washington and the Agency shall receive in consideration the preservation and interpretation of historical sites and artifacts that have the potential to provide lifelong learning opportunities for the citizens of the state.

5. AMOUNT OF GRANT

The Washington State Legislature appropriated six hundred and sixty-two thousand dollars (\$662,000.00). Of this appropriation, the total funds available to the GRANTEE for reimbursement of eligible costs shall be six hundred forty-two thousand, one hundred and forty dollars (\$642,140.00). The AGENCY shall retain three percent (3.0%) of the appropriation, which is nineteen thousand, eight hundred and sixty dollars (\$19,860.00) as the cost of administering the grant and this Contract.

6. COST SHARE

- a) The total cost of the project shall include only those costs that are eligible expenditures as described in ATTACHMENT D (PROJECT BUDGET). GRANTEE agrees that the amount of state funding shall not exceed thirty three and thirty-three one hundredths percent (33.33%) of the total cost of the project. The non-state portion of the total cost of the project shall be the GRANTEE's cost share of the total cost of the project. The amount of GRANTEE's cost share shall be one million, six hundred thirty-seven thousand and two hundred dollars (\$1,637,200.00).
- b) At least one-half of the GRANTEE's cost share shall be in cash. The other half may be made up of cash and in-kind contributions, as defined in ATTACHMENT A (GENERAL PROVISIONS).
- c) By signing this agreement, GRANTEE warrants that, at the time of this Contract's effective date, ATTACHMENT E (SOURCE OF AVAILABLE FUNDS) accurately represents the cash and in-kind contributions, whether pledged, held by the GRANTEE or expended on this project.
- d) Project expenditures incurred after the Capital Budget is signed into law and after the effective date of this Contract are eligible for reimbursement only if they are consistent with the terms and conditions of this Contract and the GRANTEE complies with the billing procedures described in ATTACHMENT A (GENERAL PROVISIONS). Project expenditures incurred prior to execution of this Contract shall not be reimbursed.

7. PERIOD OF PERFORMANCE

The period of performance under this Contract shall be from the date of the last signature of the contracting parties to June 30, 2017. Without further appropriation from the legislature, expenditures beyond this date shall not be reimbursed. The requirement to maintain ownership or a lease on the subject property and to use it for the express purposes of the grant, as stated in Section 8, shall remain in full force and effect for thirteen years following GRANTEE's completion of the project.

8. CAPITAL IMPROVEMENTS TO BE HELD BY GRANTEE

- a) Capital improvements funded by the Heritage Capital Projects Fund are to be used for the express purpose of this grant. No funds appropriated from the Heritage Capital Projects Fund shall be used for capital improvements not included in the legislative appropriation and specifically designated in this grant Contract with the AGENCY.

- b) As required by RCW 27.34.330, capital improvements funded by this grant shall be held by the GRANTEE for at least thirteen (13) years beyond project completion; the facilities shall be used for the express purpose of the grant; and, if mobile, used primarily in Washington State. GRANTEE agrees that it will maintain ownership or lease of ALL property to be held, as described in ATTACHMENT G (PROPERTY PARCEL NUMBER(S) AND LEGAL DESCRIPTION(S)), for thirteen (13) years beyond the date of project completion. Failure to maintain ownership or a lease on the subject property for thirteen years following GRANTEE's completion of the project shall constitute a breach of this Contract.
- c) This provision shall not be construed to prohibit the GRANTEE from selling any property described in this section, provided that; 1) any sale shall be subject to prior review and approval by the AGENCY, and 2) the GRANTEE retains the right to lease and maintain the property for the full thirteen years required in b) above, and to use it for the express purpose of the grant.
- d) Any failure to comply with this provision shall constitute a breach of this Contract, and the GRANTEE shall repay all funds received to the state general fund plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the date of authorization of the grant.

9. REAPPROPRIATION

The parties hereto agree and understand that any state funds not expended and billed by end of the biennium, June 30, 2017, will lapse on that date unless reappropriated by the Washington State Legislature. If funds are so reappropriated, the AGENCY'S obligation under the terms of this Contract shall be contingent upon the terms of such reappropriation. GRANTEE may not rely to its detriment upon use of funds not properly billed or not reappropriated. The GRANTEE shall be allowed only two requests for reappropriation of the funds awarded in this Contract. Approval of such requests is not guaranteed.

10. RIGHTS AND OBLIGATIONS

All rights and obligations of the parties to this Contract are subject to this Contract and its attachments including the following, which by this reference, are made a part of this Contract:

- ATTACHMENT A (GENERAL PROVISIONS)
- ATTACHMENT B (PROJECT SCOPE OF WORK)
- ATTACHMENT C (PURPOSE OF PROJECT)
- ATTACHMENT D (PROJECT BUDGET)
- ATTACHMENT E (SOURCE OF AVAILABLE FUNDS)
- ATTACHMENT F (CERTIFICATION OF AGREEMENT TO FOLLOW ALL LAWS)
- ATTACHMENT G (PROPERTY PARCEL NUMBER(S) AND LEGAL DESCRIPTION(S))
- ATTACHMENT H (LEASES, CONTRACTS, AND AGREEMENTS)

11. ENTIRE CONTRACT

This Contract and all attachments contain all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract and attachments shall be deemed to exist or to bind any of the parties.

12. CONTRACT REPRESENTATIVES

The GRANTEE'S representative shall be the contact person for all communications and billings regarding the performance of this Contract. The GRANTEE's representative shall be:

Katrina Knutson, Parks Project Administrator, City of Gig Harbor, 3510 Grandview St., Gig Harbor WA 98335, 253-853-8253, knutsonk@cityofgigharbor.net.

The AGENCY's representative shall be the contact person for all communications and billings regarding the performance of this Contract. The AGENCY's representative shall be:

Jennifer Kilmer, Executive Director, Washington State Historical Society, 1911 Pacific Avenue, Tacoma, WA 98402, 253-798-5909, Jennifer.kilmer@wshs.wa.gov

13. SIGNATURES

Jennifer Kilmer
Executive Director
Washington State Historical Society

Katrina Knutson
Parks Project Administrator
City of Gig Harbor

Federal Tax ID # _____

Date: _____

Date: _____

PRE-APPROVED AS TO FORM BY THE STATE ASSISTANT ATTORNEY GENERAL
AUGUST 6, 2015.

**HCP 17-12
ATTACHMENT B
PROJECT SCOPE OF WORK**

PROJECT SCOPE OF WORK NARRATIVE

New pressure-treated timber piles will be installed in pre-dug holes below the existing pier and net shed. New pressure-treated, glue-laminated pile caps and any required replacement joists and stringers will be installed and secured in place, after which the existing piles and pile caps can be removed. Pressure-treated, cross-bracing timbers will be installed at several locations below the net shed to provide lateral stability to the shallowly embedded piles. The net shed itself will be straightened from within, to preserve the historic appearance of the structure. Sawn wood or engineered lumber frames will be constructed within the existing structure to support the existing roof and walls. Lateral bracing will be provided with either wood or steel cross-bracing or conventional wood structural panel shear walls, installed at the interior frames. The existing cladding will be repaired as required to reseal the building against the elements. The entire supporting pier structure will be removed and replaced. New steel pipe piles will be driven to support gravity and lateral loads for the upgraded pier. New pressure-treated, glued-laminated pile caps and pressure-treated timber stringers will be installed over the steel pipe piles.

PROJECT SCOPE OF WORK BY ARCHITECTURAL DIVISIONS

DIVISION 2: EXISTING CONDITIONS

Removal of existing failing piling, decking, and structural elements

DIVISION 5: METALS

Steel piling/ beam connections/ cross bracing/ metal roof replacement

DIVISION 6: WOOD, PLASTICS, AND COMPOSITES

Piling/ decking/ structural beams/ interior cross bracing

DIVISION 8: OPENINGS

Door openings restoration, window rehab

DIVISION 9: FINISHES

Some carpentry millwork and reform of interior structures/ hardware

DIVISION 26: ELECTRICAL

Lighting, outlets, and fixtures

DIVISION 31: EARTHWORK

Pile driving

DIVISION 32: EXTERIOR IMPROVEMENTS

For work access only

OTHER PROPOSED WORK IMPROVEMENTS

Signage

CERTIFICATION

The GRANTEE, by its signature, certifies that the Project Scope of Work set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date written below. The GRANTEE shall make all plans and documents funded in whole or in part by this contract available to the AGENCY upon reasonable request.

GRANTEE

TITLE

DATE

HCP 17-12
ATTACHMENT C
PROJECT PURPOSE

The Ancich Netshed and dock will continue its traditional fishing use by operating as a Commercial Fishing Facility for net-mending and equipment repair/ storage in the heart of the "Historic Working Waterfront". It is also a public park. The expected audience will be local fishermen, residents, park visitors, plein air artists, families, and the public who visit the park. With a population of over 50,000 within 5 miles of the City, the Ancich Netshed is expected to boost heritage tourism in addition to providing infrastructure in support of the local fishing fleet.

As a public park, the Ancich site offers a variety of uses and attractions. In addition to offering a bird's-eye view of one of Gig Harbor's oldest industries (commercial fishing), the it will attract walkers and joggers that regularly use the 3-mile pedestrian corridor that connect the town's two business districts. It was designated as a "Historic Working Waterfront Environment" in the City's 2014 Shoreline Master Program (SMP) with a "preferred and best use" identified as "commercial fishing services/ moorage and boatbuilding."

The occupational traditions of commercial fishing define Gig Harbor's maritime heritage and are significant character-defining features for the community. Preservation of the Ancich Netshed and its use offers authenticity and much needed commercial fishing infrastructure along the waterfront.

One of Gig Harbor's earliest industries, commercial fishing, is still a viable economic driver for the community today with approximately 35 vessels registering Gig Harbor as their home port. The Ancich Netshed is uniquely positioned (within park site) to offer public viewing of commercial fishing traditions and activities that occur on the docks. It satisfies a growing trend for authenticity in heritage tourism and provides a contemporary look at a historic culture.

As waterfront property values sky-rocket, traditional working waterfronts are struggling. Traditional family-owned facilities are being forced out by new shoreline development and marinas. Commercial fishing brings jobs and gross revenues have been estimated as high as \$28M per year.

The City's Public Works Department will maintain the site as part of the Parks System.

CERTIFICATION

The GRANTEE, by its signature, certifies that the express purpose of the grant as described in the Project Purpose set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date written below.

GRANTEE

TITLE

DATE

HCP 17-12
ATTACHMENT D
PROJECT BUDGET

Cost Category	Grantee Cost Share		HCP	Totals
	Cash Match	In-kind	Grant Funds	
Project Staff			Not Eligible	
Architecture/Engineering				
Construction/Rehabilitation	\$19,000		\$642,140	\$661,140
Property Acquisition	\$1,600,000			\$1,600,000
Bridge Loans				
Purchase, restoration, preservation of fixed assets	\$13,200			\$13,200
Consultants	\$5,000			\$5,000
Integral Art Projects				
LEED Silver Certification				
Project Travel Costs				
Site Work				
Pre-design	Not Eligible		Not Eligible	
Value of lease	Not Eligible		Not Eligible	
HCP Administration – 3%	Not Eligible	Not Eligible	\$19,860	\$19,860
COST SHARE SUBTOTALS	\$1,637,200	\$0	-----	\$1,637,200
GRANTEE/HCPF TOTALS		\$1,637,200	\$662,000	\$2,299,200
% OF TOTAL		71%	29%	100%

CERTIFICATION

The GRANTEE, by its signature, certifies that the Project Budget set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date written below, and that the total GRANTEE cost share required for the project shall be received and expended by June 30, 2017.

GRANTEE

TITLE

DATE

**HCP 17-12
ATTACHMENT E
SOURCE OF AVAILABLE FUNDS**

TYPE OF FUNDS	AMOUNT
GRANTEE'S FUNDS – Cash Match:	
City of Gig Harbor cash	\$1,637,200
GRANTEE'S FUNDS – In-kind Contributions:	
None	\$0
TOTAL GRANTEE FUNDS – Grantee Cost Share:	\$1,637,200
TOTAL HCPF FUNDS – Total Legislative Appropriation:	662,000
GRAND TOTAL PROJECT FUNDS	\$2,299,200

CERTIFICATION

The GRANTEE, by its signature, certifies that the project funding set forth above in the Source of Available Funds has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date written below.

At least 75% of the GRANTEE's funds shall have been expended for eligible project expenses, or shall be committed in writing and available, and will remain committed and available solely and specifically for carrying out the project as described elsewhere in this contract. Up to 25% of the GRANTEE's funds may be projected to be received by June 30, 2017.

The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the committed funds, and shall make such records available for the AGENCY's review upon request.

GRANTEE

TITLE

DATE

HCP 17-12
ATTACHMENT F
CERTIFICATION OF AGREEMENT TO FOLLOW ALL LAWS

The GRANTEE, by its signature, certifies that it shall be aware of and comply with all applicable and current federal, state, and local laws, regulations, policies, as now or hereinafter amended including, but not limited to those related to:

- Hazardous Substances - RCW 70.105D.0200
- Governor's Executive Order 05-05
- Prevailing Wage Law - RCW 39.12
- Industrial Insurance - RCW 51
- Nondiscrimination - RCW 49.60
- Americans with Disabilities Act - 42.U.S.C. 12101 et.esq.
- High Performance Public Buildings (LEED) - RCW 39.35D

GRANTEE

TITLE

DATE

HCP 17-12
ATTACHMENT G
PROPERTY PARCEL NUMBER(S) AND LEGAL DESCRIPTION(S)

Address: 3555 Harborview Drive, Gig Harbor WA, 98335

County: Pierce

Historic Designation (if applicable): Local Historic Designation

Washington State Legislative District #: 26th

GPS Coordinates: Lat. 47.33398 / Long. -122.58671

Parcel Number: #5970000244

Legal Description: Section 05 Township 21 Range 02 Quarter 33 MILLVILLE PARCEL A OF ROS FOR BLA 2016-09-12-5001 DESC AS L 5 THRU 7 B 3 TOG/W 2ND CL TDLDS ABUTT THEREON SD L 6 & 7 TO EXTREME LOW TIDE WLY BDRY OF SD TDLDS DESC AS FOLL COM AT INTER OF C/L OF HARBOR VIEW AVE & W LI OF PLAT OF TOWN OF MILLVILLE TH N 02 DEG 23 MIN 15 SEC E 155.46 FT TO NW COR OF SD PLAT & BEG OF SD AGREED LI TH N 18 DEG 22 MIN 56 SEC E 111.51 FT M/L TO EXTREME LOW WATER ALSO TOG/W POR OF LAND LOC WITHIN FRONT ST AS SHOWN ON PLAT ADJ TO & ABUTT SAID L 6 & 7 ON S LY N OF N LI HARBORVIEW DR FORMERLY FRONT ST TOG/W 2ND CL TDLDS ABUTT TO EXTREME LOW TIDE EXC ANY POR CYD BY AGREEMENT BLR 2009-12-09-0165 EASE OF REC COMB OF 024-3, 025-1 & 025- 2 SEG 2017-0174 JP 09/19/16 JP

CERTIFICATION

The GRANTEE, by its signature, certifies that the property parcel number(s) and legal description(s) set forth above have been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date written below.

GRANTEE

TITLE

DATE

**HCP 17-12
ATTACHMENT H
LEASES, CONTRACTS AND AGREEMENTS**

Document Title	Parties	Date of Execution	Recorded in:
Property Escrow Receipt	City of Gig Harbor and Rainier Yacht Harbor, LLC	8/16/2012	Pierce County
Statutory Warranty Deed (Lots 5-7, Block 3, Millville)	City of Gig Harbor and Rainier Yacht Harbor, LLC	8/13/2012	Pierce County
Addendum / Amendment to Purchase and Sale Agreement	City of Gig Harbor and Madison Shores Marina, LLC	6/12/2012	Pierce County
Purchase and Sale Agreement	City of Gig Harbor and Madison Shores Marina, LLC	4/13/2010	Pierce County

CERTIFICATION

The GRANTEE, by its signature, certifies that the leases, contracts and agreements as described in the grant application and defined above (Document Title, Parties, Date of Execution and Date of Expiration) have been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date written below.

The GRANTEE shall provide the AGENCY with notice of any and all modifications to these leases, contracts and agreements made during the Contract Period of Performance or during the thirteen years following GRANTEE's completion of the project.

GRANTEE

TITLE

DATE



Business of the City Council
City of Gig Harbor, WA

Subject: Resolution No. 1058 – Closed Record Decision – Plat of 72nd Street - Final Plat (PL-FPLAT-16-0005)

Proposed Council Action: Move to adopt resolution No. 1058 approving the final plat for the Plat of 72nd Street.

Dept. Origin: Planning Department

Prepared by: Kenneth George, Associate Planner

For Agenda of: December 12, 2016

Exhibits: Resolution
Planning Director's Recommendation
Final Plat Map

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Initial & Date

JG 12-6-16

Ron W 12/7/16

via email 12/7/16

M/A

JK 12/7/16

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required. Values are 0, 0, 0.

INFORMATION / BACKGROUND

Attached for your consideration is a resolution approving the final plat for the Plat of 72nd Street, located on the southeast corner of 72nd Street NW and Skansie Ave., and within the Single-Family Residential (R-1) zoning district. The applicant, Rush Residential Inc, received preliminary plat approval from the City Hearing Examiner on January 23, 2007 and a correction to fix an error in the Decision on December 11, 2007. Additionally, the applicant entered into a Development Agreement for a pro-rata share contribution towards the cost for intersection improvements and signal installation for the traffic signal at the intersection of Wollochet Drive and Wagner Way, dated September 11, 2012.

This final plat is for the segregation of the site into 62 single family residential lots and the associated infrastructure and amenities required to serve the residents of the plat. Amenities include: native vegetated and landscaped buffers and the preservation of wetlands with associated buffers.

POLICY CONSIDERATIONS

Staff has reviewed the criteria for approval of the final plat, as specified in GHMC Chapter 16.06 and has determined that the applicant has met the criteria for the approval of the final plat. Please refer to the attached Planning Director's Recommendation for staff's review of the proposal.

ENVIRONMENTAL ANALYSIS

The City issued a Mitigated Determination of Non-Significance (MDNS) for the preliminary plat on August 24, 2006. Documentation relative to the required mitigation is attached to the Planning Director's Recommendation.

FISCAL CONSIDERATION


The proposal does not include any significant fiscal impacts.

PLANNING DIRECTOR RECOMMENDATION

Move to adopt resolution No. 1058 approving the final plat for the Plat of 72nd Street.



DEVELOPMENT SERVICES

TO: Mayor Guernsey and City Council
FROM: Jennifer Kester, Planning Director 
SUBJECT: Closed Record Decision
Final Plat Approval – Plat of 72nd Street
DATE: December 12, 2016

INFORMATION/BACKGROUND:

The applicant, Rush Residential, Inc., has requested final plat approval for the Plat of 72nd Street to allow the segregation of the site into 62 single family residential lots, and the development of associated infrastructure, perimeter buffers, and wetland tract required to serve the homes. The subject site is located on the southeast corner of 72nd Street NW and Skansie Ave.

The preliminary plat was approved by the City on January 23, 2007 to allow the subdivision of 2 parcels (approximately 18.71 acres) into 62 single family residential lots, subject to 29 conditions of approval. A request for correction to the Decision was approved by the City on December 11, 2007. The correction was fix an error in the description of the preliminary plat found in the original decision. The developer entered into a Development Agreement with the City on September 11, 2012 for the payment of a pro-rata share of the cost for a traffic signal at the intersection of Wollochet Drive and Wagner Way.

The following is an analysis of the request for consistency with the city's requirements for final plat approval and with the conditions of approval imposed upon the preliminary plat.

POLICY CONSIDERATIONS:

Staff has reviewed the request for consistency with the criteria for approval of the final plat as specified in Gig Harbor Municipal Code (GHMC) Chapter 16.06, and has determined that the applicant has met the criteria for approval of the final plat as follows:

GHMC 16.06.004-Recommendation as prerequisites for final plat approval:

Each preliminary plat submitted for final approval shall be accompanied by the following recommendations:

- A. Local health department or other agency furnishing sewage disposal and supplying water as to the adequacy of the proposed means of sewage disposal and water supply;

The City of Gig Harbor is furnishing sewage disposal and supplying water to the site. Pursuant to the Public Works Department, the onsite sewage disposal system and water supply has been designed and installed in accordance with the City's Public Works Standards.

- B. Planning director's recommendation as to compliance with all of the terms of preliminary plat approval of the proposed plat or subdivision;

The applicant has complied with all terms of the preliminary plat approval, as discussed below.

- C. Approval of the City Engineer.

The City Engineer recommends approval of the final plat as all conditions imposed by the preliminary plat requiring engineering department approval have been constructed or improved to the satisfaction of the City Engineer.

GHMC 16.06.005-Criteria for approval of subdivisions:

A final plat application shall be approved if the subdivision proposed for approval:

- A. Meets all general requirements for plat approval as set forth in Chapter 16.08 GHMC, General Requirements for Subdivision Approval;

The Plat of 72nd Street has met the requirements of the municipal code. The proposed subdivision conforms to all applicable zoning ordinances and the comprehensive plan. The applicant has complied with the requirements to dedicate streets, open space and utility and access easements. The approved civil plans document that the construction of required improvements will comply with the City's adopted public works construction standards. In addition the final plat contains the required certificates from the owner, surveyor, and city and county officials.

- B. Conforms to all terms of the preliminary plat approval;

The proposed final plat of 72nd Street has conformed to the conditions of the preliminary plat and preliminary plat correction as follows:

HEX Condition 1: *The final plat shall show a 25-foot dense vegetative buffer along the easterly property line.*

This condition is noted on the final plat. The plat shows 20' on the easterly property line within the subject property and a 5' easement on the abutting property, for a combined total width of 25'. The developer entered into an agreement with the abutting property and recorded a Reciprocal Dense Vegetative Screening and Buffer Easement on December 12, 2016 under Auditor's File Number 200612121070.

HEX Condition 2: *All buffers shall be vegetated to meet the standards set forth in GHMC 17.78.060.*

The proposed buffers comply with this condition. Staff has reviewed the screening within the perimeter buffers, reviewed the landscape plans approved on December 23, 2007, and determined that the planning landscaping bond includes the necessary plantings needed to achieve the required screening.

HEX Condition 3: *The on-site water systems shall be designed and installed to provide the flows required under IFC Appendix Chapter B.*

The fire flow test has documented compliance with this condition. The Fire Marshal provided an approval of the final plat on November 2, 2016.

HEX Condition 4: *At least one additional hydrant shall be placed in a location acceptable to the City along the alley section of road length in order to satisfy maximum distances from property lines as set forth in the IFC or other applicable code.*

Additional fire hydrants were placed at each end of the alley section of the road. The Fire Marshal provided a final approval of the final plat on November 2, 2016.

HEX Condition 5: *If an alley is used for primary access to the homes located along the 46th Avenue area of the project, both sides of such alleys shall be designated as fire lanes in a manner approved by the Fire Marshal.*

The alley (Pintail Loop) used for primary access has been designated as fire lanes on both sides in accordance with this condition.

HEX Condition 6: *Stormwater detention and control systems shall be sized to accommodate all stormwater generated by construction of the project (including but not limited to roof and footing drains, as well as driveways, walks, patios, and other impervious surfaces).*

Stormwater detention and control systems were approved on July 14, 2014, documenting that the size is adequate to accommodate all stormwater generated by the construction of the project. Final record drawings were accepted on August 26, 2016.

HEX Condition 7: *Overhead utilities shall be relocated underground where overhead utilities are situated along necessary frontage improvements. Any relocation of utilities shall be incorporated into the frontage improvements. The developer shall be solely responsible for coordinating and paying the individual utility companies for all work associated with relocating all overhead utilities.*

This condition is informational in nature, and acknowledged by the applicant. The overhead utilities along Skansie Avenue and 72nd Street were all located on the opposite side of the street from the plat.

HEX Condition 8: *To the extent that sight distance along 72nd Street at the east entrance to the plat currently does not satisfy the minimum sight distance required by the City, the applicant shall provide civil plans with a design of 72nd Street that meets the sight distance and frontage improvement requirements set forth in applicable City code.*

Pursuant to Public Works, the civil plans approved on July 14, 2014, document that sight distance along 72nd Street meets the sight distance and frontage improvement requirements set forth in applicable City code.

HEX Condition 9: *After the City accepts the construction improvements shown on the civil plans and prior to the certificate of occupancy for any single-family residences located on the plat, the applicant shall provide to the City both a final record drawing and a final record survey of the proposed development.*

The Civil as-built drawings have been submitted and accepted by the City. A copy of the as-built drawings were provided by the applicant for the final plat

HEX Condition 10: *Stormwater runoff from all driveways shall be directed to the public street, or water quality treatment acceptable to the City shall be provided for each driveway where such runoff is not directed to the public street.*

This condition is informational in nature and acknowledged by the applicant. Pursuant to Public Works, the civil plans approved on July 14, 2014, document that the lots were graded with pad elevations that will support driveway run-off flow to the street.

HEX Condition 11: *The applicant shall delineate the access restrictions by showing a "no access" strip, written and hatched, along the frontage of Skansie Avenue and 72nd Street on the final plat map, except for the three City-approved access points along 72nd Street and one City-approved access point along Skansie Avenue consistent with the City's Public Works Standards.*

This condition has been met and the requirement has been delineated on Sheets 2 and 3 of the final plat.

HEX Condition 12: *Hydrants shall be located at the PC or PT of curves or at intersecting property lines.*

This condition has been met. Hydrants were located within the plat in conformance with this condition.

HEX Condition 13: *In order to best address occasional nuisance flooding on nearby property, the outfall pipe from the stormwater facility shall be extended within the City's right-of-way approximately 150 feet beyond the southwest corner of the plat, and in a final location acceptable to the City. Installation of the outfall pipe shall not impede the discharge of sheet flow from the adjacent parcels to the roadside ditch along Skansie A venue.*

The Civil as-built drawings have been submitted and accepted by the City, documenting the compliance with this condition. The final outfall configuration is depicted on Sheet CR-2 of the record drawings.

HEX Condition 14: *72nd Street is listed in the City's Comprehensive Plan as a local roadway. The applicant shall install along 72nd Street the minimum roadway section for a major local roadway, as set forth in the City's Public Works Standards (Figure 2-07B).*

The Civil as-built drawings have been submitted and accepted by the City, documenting that this condition has been met for street frontage improvements along 72nd Street.

HEX Condition 15: *Skansie Avenue is listed in the City's Comprehensive Plan as a collector arterial. The applicant shall install along Skansie Avenue the minimum half-width roadway section for a collector arterial, as set forth in the City's Public Works Standards (Figure 2-05). The required total width from the centerline of the right-of-way shall be 33 feet. The applicant shall dedicate to the City any additional property along Skansie Avenue necessary to provide the required 33 feet of right-of-way width. The applicant shall provide for this roadway section on the site plans prior to civil plan approval.*

The minimum half-width roadway section from centerline of the right-of-way has been provided. The final plat reflects an additional 3' of right-of-way dedicated to the City for a total width of 33' as required by this condition.

HEX Condition 16: *Pursuant to Section 1.130 of the City's Public Works Standards, "Utility mains shall be extended to and through the extremes of the property being developed for loop closures and/or future development as determined by the City." The sewer basin extends east and north of the proposed development, and future development of the parcels east and north of the*

proposed development is likely. The sewer main shall be extended along the entire frontage of the proposed plat along 72nd Street.

The sewer main we extended from Skansie to the west entrance to the 72nd Street plat, per the civil plans approved on July 14, 2014. Extension to the east boundary entrance of the plat was removed from the original design because parcels east and north and future development was granted access to the sewer system in Wagner Way.

HEX Condition 17: *Proposed water and sewer utility designs and roadway designs shall conform to the City's Public Works Standards.*

This condition is informational in nature; the applicant has acknowledged this requirement and the proposed water and sewer utility designs and roadway designs were constructed in conformance to the City's Public Works Standards.

HEX Condition 18: *Erosion control measures and stormwater control facilities shall be designed and controlled throughout construction of the project, pursuant to GHMC Chapter 14.20, including the City of Gig Harbor Stormwater Design Manual.*

Erosion control measures were implemented throughout the construction of the plat as required by City ordinance and as required by the Mitigated Determination of Nonsignificant, issued on August 24, 2006.

HEX Condition 19: *City forces may remove any traffic control device constructed within the City right-of-way not approved by Public Works.*

This condition is information in nature; the applicant has acknowledged this requirement.

HEX Condition 20: *A road encroachment permit shall be acquired from the City prior to any construction within City right-of-way, including improvements to the curb, gutter, sidewalk, and roadway shoulders and ditches, and installation of culverts.*

All right-of-way permits were obtained for development of the site.

HEX Condition 21: *A stabilized construction entrance shall be installed prior to vehicles leaving the site. The City inspector shall determine the required length.*

A stabilized construction entrance was installed during site development and removed after the road was paved.

HEX Condition 22: *All proposed grading shall conform to Appendix J of the International Building Code.*

All grading was performed in conformance with Appendix J of the International Building Code.

HEX Condition 23: *Permanent survey control monuments shall be placed to establish all public street centerlines, intersections, angle points, curves, subdivision boundaries, and other points of control. Permanent survey control monuments shall be installed in accordance with City Standards.*

Permanent survey control monuments have been installed in accordance with City Public Works standards.

HEX Condition 24: *This approval does not relieve the applicant from compliance with all other local, state and/or federal approvals, permits, and/or laws necessary to conduct the development activity for which this permit is issued. Any additional permits and/or approvals shall be the responsibility of the applicant.*

This condition is informational in nature and the applicant has acknowledged the requirement.

HEX Condition 25: *The final plat map shall note or delineate the following:*

- 1. Warning: City of Gig Harbor has no responsibility to build, improve, maintain or otherwise service the private road or driveways within, or providing access to, the property described in this plat.*
- 2. Where seasonal drainage crosses subject property, no filling or disruption of the natural flow shall be permitted.*
- 3. Storage requirements for stormwater runoff from buildings and parking surfaces shall be shown on individual building lots, including drywell sizing. Where stormwater runoff is not stored on individual building lots, storm drain connection points for each individual building lot shall be shown.*
- 4. If private roadways are proposed, then provisions shall be made for the roads and easements to be open at all times for emergency and public service vehicle use.*
- 5. This plat is subject to a stormwater maintenance agreement recorded under Auditor's recording number (enter AFN here).*
- 6. Storm water/Drainage easements are hereby granted for the installation, inspection, and maintenance of utilities and drainage facilities as delineated on this plat map. No encroachment will be placed within the easements shown on the plat that may damage or interfere with the installation, inspection, and maintenance of utilities. Maintenance and expense thereof of the utilities and drainage facilities shall be the responsibility of the property owner(s) or its heirs or assigns, as noted under the stormwater maintenance agreement for the plat.*

The required notes have been included on the final plat map.

HEX Condition 26: *Prior to issuance of a clearing and grading permit or building permit on any lot within the plat, a rail fence with signage (at least one sign per lot abutting a wetland) shall be placed along the outermost edges of all wetland buffers on the lot proposed for development identifying the wetland buffer and explaining that it shall not be encroached upon by non-native landscaping, structures, or hardscape, and that use of landscaping chemicals in the vicinity should be limited for the protection of the wetland and wildlife.*

The rail fence with signage has been installed and inspected in compliance with this condition.

HEX Condition 27: *Any dedication, donation or grant as shown on the face of the plat shall be considered for all intents and purposes as a quitclaim deed to the said donee(s) grantee(s) for his/her/their use for the purpose intended by the donor(s) or grantor(s).*

This condition is informational in nature; the applicant has included this dedication language on Sheet 4 of the final plat.

HEX Condition 28: *If the plat or short plat is subject to a dedication, the certificate or a separate written instrument shall contain the dedication of all streets and other areas to the public, and individual(s), religious society(ies) or to any corporation, public or private, as shown on the plat or short plat, and a waiver of all claims for damages against any governmental authority which may be occasioned to the adjacent land by the established construction, drainage and maintenance of said road. Said certificate or instrument of dedication shall be signed and acknowledged before a notary public by all parties having any ownership interest in the lands subdivided and recorded as part of the final plat.*

This condition is informational in nature; the final plat complies with this condition.

HEX Condition 29: *Every plat and short plat containing a dedication filed for record must be accompanied by a title report confirming that the title of the lands as described and shown on said plat is in the name of the owners signing the certificate or instrument of dedication.*

A title report, dated September 19, 2016 has been submitted that documents that the property is owned by Rush Residential Inc.

- C. **Director's Decision:** Jennifer Kester, Planning Director, recommends that the City Council move to adopt the resolution approving the final plat of 72nd Street.

RESOLUTION NO. 1058

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, APPROVING THE FINAL PLAT FOR THE PLAT OF 72ND STREET, LOCATED ON THE SOUTHEAST CORNER OF 72ND STREET NORTHWEST AND SKANSIE AVENUE, AND CITY OF GIG HARBOR FILE NO. PL-FPLAT-16-0005.

WHEREAS, on January 23, 2007, the City of Gig Harbor Hearing Examiner conditionally granted preliminary plat to the Plat of 72nd Street, located on the corner of 72nd Street NW and Skansie Ave; Pierce County Assessor-Treasurer Parcel Number 0221074083 and 0221074082; and

WHEREAS, on September 11, 2012, the City Council approved a Development Agreement for the Plat of 72nd Street, requiring a pro-rata share contribution towards the cost for intersection improvements and signal installation for the traffic signal at the intersection of Wollochet Drive and Wagner Way to mitigate for the increased traffic as a result of the plat; and

WHEREAS, on July 14, 2014, the applicant received Civil Plan approval to begin work on constructing the roads and the public and private infrastructure required in the preliminary plat approval; and

WHEREAS, on August 26, 2016, the City accepted the final record and survey drawings submitted by the applicant for the public and private infrastructures required in the civil construction of the plat; and

WHEREAS, the street names within the plat were approved by the City on January 14, 2008; and

WHEREAS, an application for final plat approval was submitted to the City on September 27, 2016 and deemed complete on that same day; and

WHEREAS, the proposed final plat application materials were circulated to the appropriate departments of the City for review; and

WHEREAS, the City requested additional information on September 28, 2016 for the required landscaping of the final plat; and

WHEREAS, the City requested revisions to the final plat drawing on November 3, 2016; and

WHEREAS, the applicant submitted the requested revisions and the requested landscaping bonds on November 23, 2016; and

WHEREAS, the City requested some minor revisions to the final plat drawing and corrections to the CC&Rs on December 5, 2016; and

WHEREAS, the applicant submitted the requested revisions on December 7, 2016; and

WHEREAS, the final drawings of the proposed final plat and requested documents were circulated to the appropriate departments of the City and recommendations for approval were obtained; and

WHEREAS, the proposed plat certificate has been reviewed by the City Attorney and all certificates of completion as required by GHMC Section 16.06.001 have been received; and

WHEREAS, the City Council reviewed the application for the final plat at its regular meeting of December 12, 2016; Now, Therefore,

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

Section 1. Findings

A. The City Council hereby finds that, pursuant to Gig Harbor Municipal Code 16.06.005, the Plat of 72nd Street, subject to the conditions imposed in Section 2:

1. Meets all general requirements for plat approval as set forth in Chapter 16.08 GHMC, General Requirements for Subdivision Approval; and
2. Conforms to all terms of the preliminary plat approval with a landscaping bond accepted in lieu of installation of the required and uncompleted landscaping; and
3. Conforms to all terms of the Development Agreement approval; and
4. Meets the requirements of Chapter 58.17 RCW, other applicable state laws, Title 16 GHMC, and all applicable ordinances which were in effect at the time of preliminary plat approval.

B. The City Council hereby finds that, pursuant to Gig Harbor Municipal Code 17.89.080, the Plat of 72nd Street, subject to the conditions imposed in Section 2:

1. Complies with the conditions of approval required by the City Engineer;
2. Complies with all conditions of approval required by the Fire Marshal;
3. Complies with all conditions of approval required by the Planning Director and the landscaping bond accepted in lieu of construction for all uncompleted required landscaping contained within the plat;

4. Meets the requirements of Chapter 58.17 RCW, other acceptable state laws, Title 17 GHMC, and all applicable ordinances which were in effect at the time of preliminary plat approval.

Section 2. Approval; Conditions

The City Council hereby approves the Plat of 72nd Street, File No. PL-FPLAT-16-0005, subject to the following conditions:

1. Declaration of Covenants, Conditions and Restrictions for McCormick Creek shall be recorded with the County Auditor prior to the recording of the final plat; and
2. The remaining landscape improvements was secured for with a Bond and shall be completed by the applicant and accepted by the City within the timelines established with the agreement, unless an extension is granted by the Planning Director.
3. The Notice of Wetland & Buffer Averaging Mitigation Plan shall be recorded with the County Auditor prior to the recording of the final plat.

Section 3. The City Council directs the Mayor and all other appropriate City officials to inscribe and execute the City's written approval on the face of the plat.

Section 4. The City shall record the final plat with the County Auditor, at the expense of the applicant, after all inspections and approvals, and after all fees, charges and assessments due the City resulting from the subdivision development have been paid in full.

RESOLVED this 12th day of December, 2016.

APPROVED:

JILL GUERNSEY, MAYOR

ATTEST/AUTHENTICATED:

MOLLY TOWSLEE, CITY CLERK

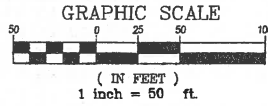
APPROVED AS TO FORM;
OFFICE OF THE CITY ATTORNEY

BY: _____
Angela G. Summerfield

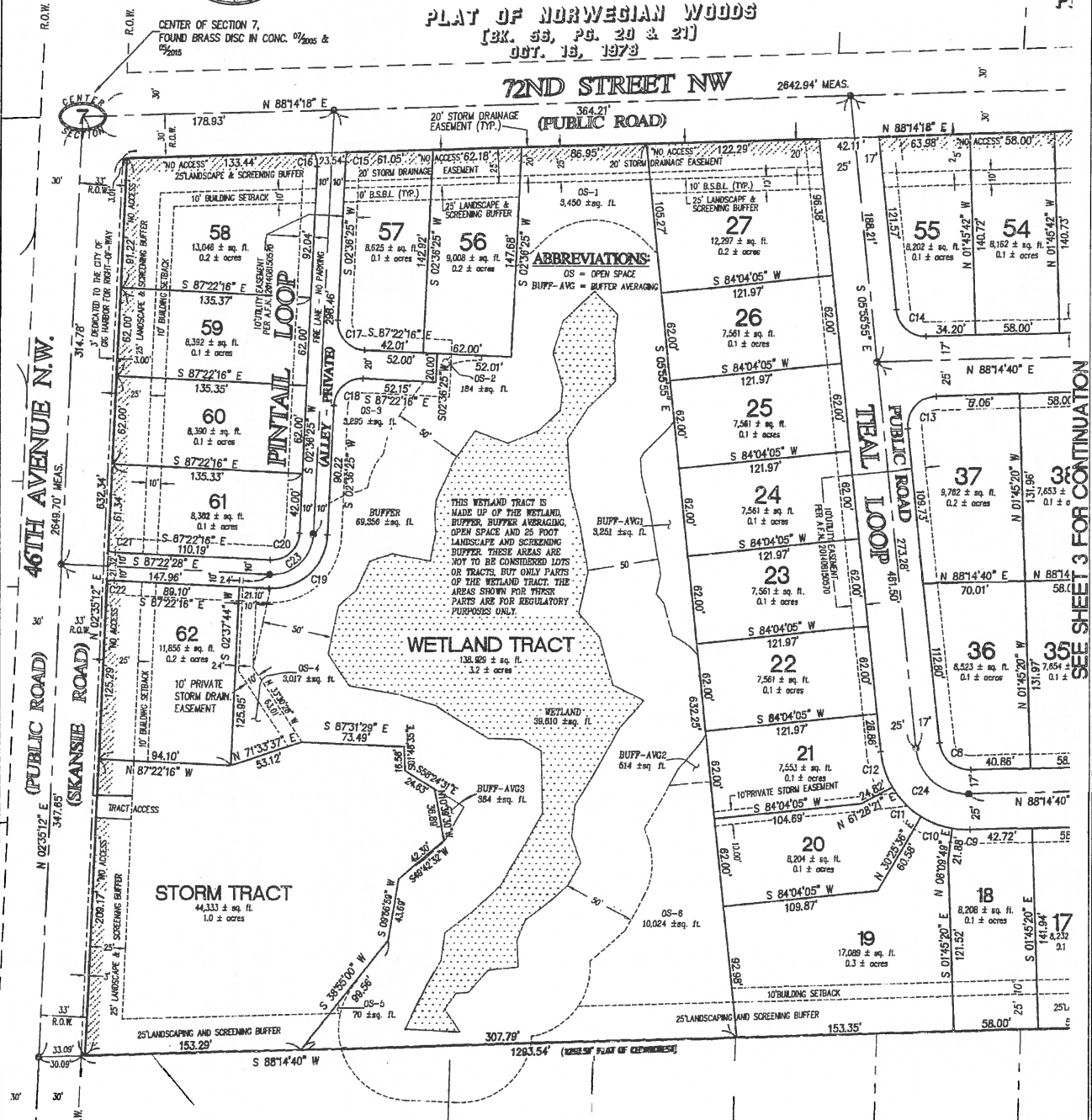
FILED WITH THE CITY CLERK: 12/07/16
PASSED BY THE CITY COUNCIL: 12/12/16
RESOLUTION NO. 1058

THE PLAT OF 72ND STREET

A PORTION OF THE NW 1/4 OF THE SE 1/4 OF SECTION 7, TOWNSHIP 21 NORTH,
RANGE 2 EAST OF THE W.M., CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON STATE

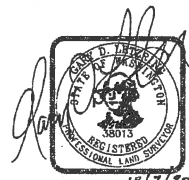


PLAT OF NORWEGIAN WOODS
[BK. 53, PG. 20 & 21]
OCT. 15, 1973



PLAT OF CEDARCREST
BLOCK 1
[A. F. N. 2389145]
[BK. 39, PG. 41 & 42]
SEPT. 15, 1973

SEE SHEET 1 FOR SECTION CONTROL, LEGEND,
NOTES, CURVE TABLE, ETC., SHEET 4 FOR
APPROVALS, DEDICATION AND
ACKNOWLEDGMENTS, ETC., AND SHEET 5 FOR
HEARINGS EXAMINERS CONDITIONS.



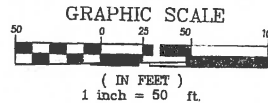
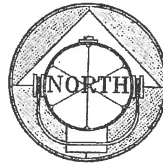
PRIZM SURVEYING INC.
P. O. BOX 110700
TACOMA WA. 98411

ESTABLISHED 1993
OFFICE 253-404-0983
FAX 253-404-0984
CONSTRUCTION LAYOUT - BOUNDARY AND TOPOGRAPHIC SURVEYS

JOB NO. 2015-069FP

12/7/2016

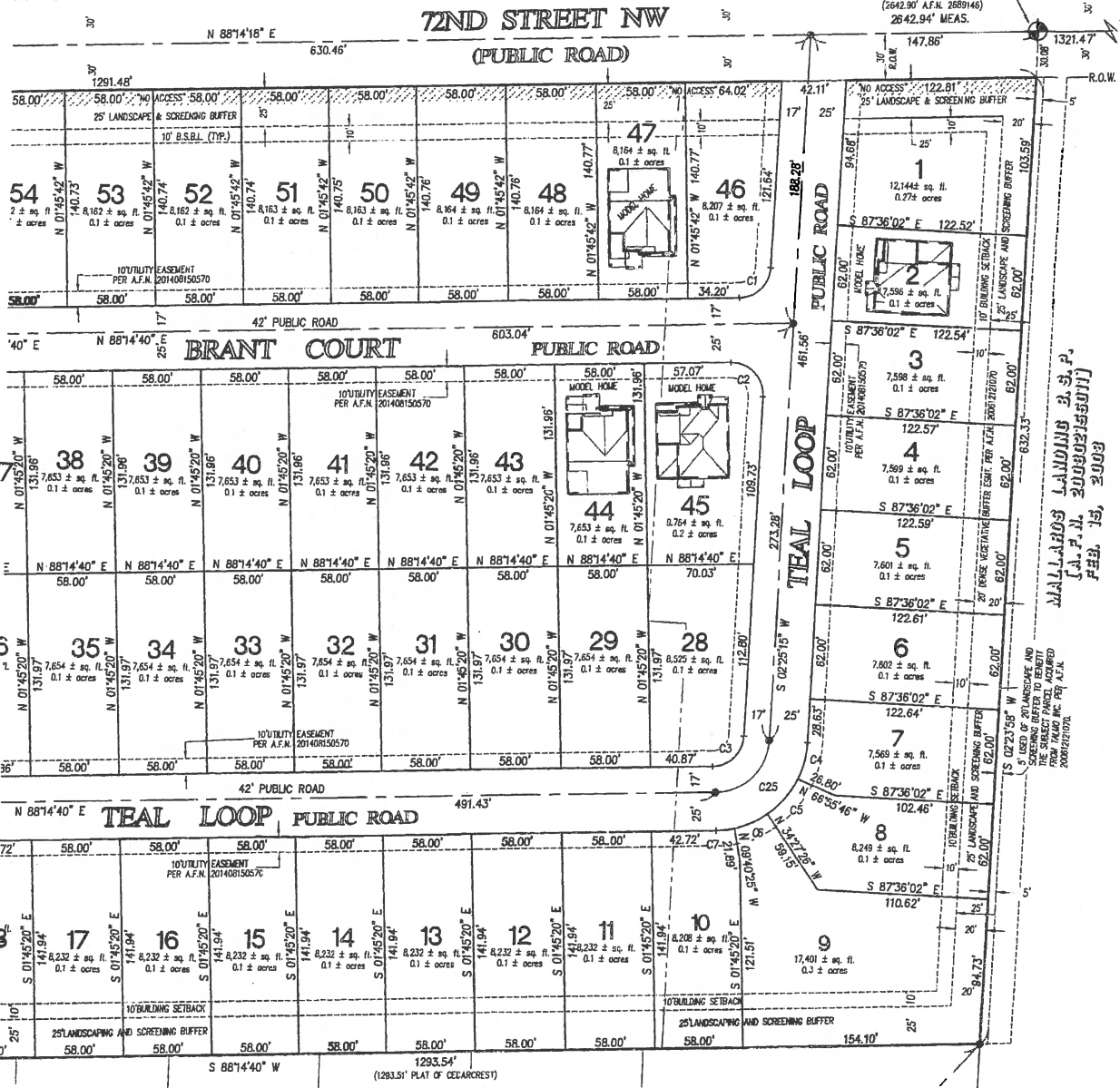
THE PLAT OF 72ND STREET
A PORTION OF THE NW 1/4 OF THE SE 1/4 OF SECTION 7, TOWNSHIP 21 NORTH,
RANGE 2 EAST OF THE W.M., CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON STATE



PLAT OF NORWEGIAN WOODS
[BK. 55, PG. 20 & 21]
OBT. 13, 1973

EAST QUARTER CORNER SECTION 7,
FOUND BRASS DISC IN CONC. 0.2005 &
0.2015
FOUND SURFACE BRASS MONUMENT
SEE SURVEYORS NOTES.
(2643.01' A.F.N. 200309175002)
(2643.04' A.F.N. 2860464)
(2642.30' A.F.N. 2889146)
2642.94' MEAS.

SEE SHEET 2 FOR CONTINUATION



MALLARD LANDINGS 3, S.P.
[A.F.N. 20002155011]
FEB. 15, 2003

PLAT OF CEDARCREST
BLOCK 1
[A.F.N. 2889146]
[BK. 49, PG. 41 & 42]
SEPT. 15, 1973

SEE SHEET 1 FOR SECTION CONTROL, LEGEND,
NOTES, CURVE TABLE, ETC., SHEET 4 FOR
APPROVALS, DEDICATION AND
ACKNOWLEDGMENTS, ETC., AND SHEET 5 FOR
HEARINGS EXAMINERS CONDITIONS.



PRIZM
SURVEYING INC.
P. O. BOX 110700
TACOMA WA. 98411
ESTABLISHED 1993 OFFICE 253-404-0983
FAX 253-404-0984
CONSTRUCTION LAYOUT - BOUNDARY AND TOPOGRAPHIC SURVEYS
JOB NO. 2015-069FP

12/7/2016



Subject: Third reading of the 2017-2018 biennial budget ordinance

Proposed Council Action: Adopt the 2017-2018 budget ordinance

Dept. Origin: Finance

Prepared by: David Rodenbach, Finance Director

For Agenda of: December 12, 2016

Exhibits: Budget Ordinance

Initial & Date

Concurred by Mayor:

Approved by City Administrator

Approved as to form by City Atty: by e-mail

Approved by Finance Director:

JB 12-7-16
Ron W 12/7/16
DR 12/7/16

Expenditure Required	\$142,861,134	Amount Budgeted	0	Appropriation Required	\$142,861,134
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INFORMATION / BACKGROUND

The total city biennial budget, which includes all funds, is ~~\$144,914,941~~ 142,861,134.

On the resource side this includes \$27.6 million in beginning fund balance, \$46.2 million in transfers and other non-revenues and \$69.1 million in revenues.

From a use of funds perspective, this budget contains \$129.0 million in expenditures and \$13.8 million in ending fund balance. Transfers and other non-expenditures are \$44.1 million and capital expenditures are \$46.6 million.

FISCAL CONSIDERATION

This budget includes several changes from the first reading and second readings.

The following table shows changes since 12/5/2016:

Fund	Obj. No.	Budget Objective	Preliminary Budget Amount	Effect on General Fund EFB	Notes
Shelved Projects					
General	1	Community Outreach - Law Day	1,200	1,200	
General	45	Water Bottle Filling Station	2,000	2,000	
General	18	Stanich Trail Paving	20,000	20,000	
General	13	Donkey Creek Engine Installation	10,000	10,000	
General	19	Movie Screen	6,010	6,010	
Street Operating	10	Guardrail Inspection & Replacement Program	30,000	30,000 10,000	
Street Capital	13	Electric Vehicle Charging Station	25,000	25,000	
Street Capital	15	Roundabout - Pt. Fosdick & 36th	150,000	150,000	
Street Capital	16	50th Street Improvement Project	91,000	91,000	
Park Development	45	Eddon Boat Restoration	380,000	307,000	Net of \$73,000 grant (GH Boat Shop)
Park Development	12	Wilkinson Farm Park Visioning	10,000	10,000	
Park Development	44	Donkey Creek Signage	5,000	5,000	
Reduced Projects					
General - Parks	16	Trash Can Replacement Program	10,000	5,000	
Street Operating	20	Trash Can Replacement Program	10,000	5,000	
Street Operating	1	Pavement Markngs	150,000	30,000	
Street Operating	4	ADA Self-evaluation & Transition Planning Program	400,000	250,000	
Street Operating	6	Non-motorized Improvement Program	200,000	125,000	
Funding Changes					
Street Capital	10 - 12	Streetlights on Borgen Blvd.	157,500	157,500	funding changed from General to HBZ
Street Capital	14	Wagner Way /Wollochet Intersection Improvements	175,000	109,000	applied developer contribution to project
Street Operating	13	Roundabout Rapid-flash Beacon Crosswalk System - lower Borgen	65,000	65,000	funding changed from General to HBZ
Street Operating	14	Roundabout Rapid-flash Beacon Crosswalk System - Harbor Hill & Borgen	65,000	65,000	funding changed from General to HBZ
Street Operating	15	Mid-block Rapid-flash Beacon Crosswalk System - N. Hrbvw @ Anthony's	14,000	14,000	funding changed from General to HBZ
Street Operating	46	Mid-block Rapid-flash Beacon Crosswalk System - Hrbvw & Dorotich	14,000	14,000	funding changed from General to HBZ
Street Operating	17	Mid-block Rapid-flash Beacon Crosswalk System - N. Hrbvw & Hbrvw	20,000	20,000	funding changed from General to HBZ
Street Operating	21	Borgen Boulevard Median	7,000	7,000	funding changed from General to HBZ
Park Development	3	Cushman Trail Bridge Easements	65,000	65,000	funding changed from General to HBZ
Park Development	2	Harbor Hill Park Master Plan	50,000	50,000	funding changed from General to HBZ
New as of 12/5/16					
General		Eddon Boat House Repainting	-	40,000	
General		Public Works Operational Improvement Study	-	25,000	Parks- \$12,500, Streets-\$12,500, Water-\$20,000, Storm-\$5,000

The 2017-2018 Biennial budget proposes the following staffing changes to be effective:

- Hire four Police Officers, three in 2017 and one in 2018: **1.** 1/1/2017; **2.** 4/1/2017; **3.** 7/1/2017 (with Council approval); **4.** 1/1/2018 (with Council approval)
- ~~Hire a 0.6 FTE Court Clerk position~~
- Hire a Planning Technician, 7/1/17 (with Council approval)
- Hire a Building Inspector, 4/1/2017
- ~~Hire a Laborer~~
- Increase seasonal help from six to eight positions
- Reclassify Human Resources Analyst to Human Resources Manager
- Reclassify Assistant City Clerk to Open Government Administrator

- Reclassify Planning Assistant to Planning Technician
- ~~Reclassify two Building Inspector positions to Assistant Building/Fire Marshal positions~~ Address in Guild negotiations
- ~~Reclassify part-time Maintenance Technician to Facilities Maintenance Technician~~ Address in Guild negotiations

The General Fund ending balance in this budget is ~~\$2,841,741~~ \$3,217,623, which meets or exceeds minimum requirements.

The 2016 General Fund ending balance is higher due to hiring changes as of 12/5/2016 which contributed \$473,000. The reduction or deferral of projects and changes in project funding mix also contributed to the increased ending fund balance.

RECOMMENDATION / MOTION

Adopt the 2017-2018 biennial budget ordinance.

ORDINANCE NO. 1352

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, ADOPTING THE 2017-2018 BIENNIAL BUDGET; ESTABLISHING APPROPRIATIONS OF FUNDS FOR THE 2017-2018 BIENNIUM; TRANSMITTING BUDGET COPIES TO THE STATE; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Mayor of the City of Gig Harbor, Washington completed and placed on file with the City Clerk a proposed budget and estimate of the amount of the monies required to meet the public expenses, bond retirement and interest, reserve funds and expenses of government of the City for the 2017-2018 biennium; and

WHEREAS, the City of Gig Harbor published notice that the Gig Harbor City Council would meet on November 28, 2016 and December 5, 2016 at 5:30 p.m., in the Gig Harbor Council Chambers for the purpose of providing the public an opportunity to be heard on the proposed budget for the 2017-2018 biennium and to adopt the budget; and

WHEREAS, the City Council did meet at the dates and times so specified, and heard testimony of interested citizens and taxpayers; and

WHEREAS, the 2017-2018 proposed biennial budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the City of Gig Harbor for the purposes set forth in the budget, and the estimated expenditures set forth in the budget being all necessary to carry on the government of Gig Harbor for the 2017-2018 biennium; Now, therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Budget Adopted. The budget for the City of Gig Harbor, Washington, for the 2017-2018 biennium, on file with the City Clerk, is hereby adopted in its final form and content.

Section 2. Funds Appropriated. Estimated resources, including beginning fund balances, for each separate fund of the City of Gig Harbor, and aggregate total for all funds combined, for the 2017-2018 biennium are set forth in summary form below, and are hereby appropriated for expenditure during the 2017-2018 biennium as set follows:

2017-2018 BUDGET APPROPRIATIONS

FUND / DEPARTMENT	AMOUNT
001 GENERAL GOVERNMENT	
01 Non-Departmental	\$9,045,376
02 Legislative	144,218
03 Municipal Court	<u>4,029,211 922,011</u>
04 Administrative / Financial /	3,225,396
06 Police	<u>8,353,862 8,323,980</u>
14 Building & Fire Safety	<u>1,859,500 1,858,100</u>
14 Planning	<u>2,482,800 2,433,900</u>
15 Park Operating	<u>2,634,725 2,446,225</u>
16 Buildings	1,557,000
19 Ending Fund Balance	<u>2,841,741 3,217,623</u>
TOTAL GENERAL FUND - 001	\$33,173,829
101 STREET OPERATING	<u>5,101,493 5,272,493</u>
102 STREET CAPITAL	<u>22,001,540</u>
105 DRUG INVESTIGATION STATE	8,405
106 DRUG INVESTIGATION FEDERAL	19,416
107 HOTEL / MOTEL FUND	1,022,242
108 PUBLIC ART CAPITAL PROJECTS	109,023
109 PARK DEVELOPMENT FUND	<u>7,327,101 7,697,101</u>
110 CIVIC CENTER DEBT RESERVE	1,827,968
111 STRATEGIC RESERVE	745,079
112 EQUIPMENT REPLACEMENT	322,723
208 LTGO BOND REDEMPTION	5,772,043
211 UTGO BOND REDEMPTION	786,126
301 CAPITAL DEVELOPMENT FUND	1,624,197
305 GENERAL GOVT. CAPITAL	1,552,697
309 IMPACT TRUST FEE	3,897,316
310 HOSPITAL BENEFIT ZONE REVENUE	8,091,420
401 WATER OPERATING	5,306,391
402 SEWER OPERATING	12,325,131
403 SHORECREST RESERVE	174,163
407 UTILITY RESERVE	1,435,133
408 UTILITY BOND REDEMPTION FUND	12,104,029
410 SEWER CAPITAL CONSTRUCTION	8,801,923
411 STORM SEWER OPERATING	2,510,823
412 STORM SEWER CAPITAL	1,940,258
420 WATER CAPITAL ASSETS	6,934,022
TOTAL ALL FUNDS	<u>\$144,914,941 142,861,134</u>

Section 3. Salary Schedule. Attachment "A" is adopted as the 2017-2018 personnel salary schedule for all employees.

Section 4. Transmittal. The City Clerk is directed to transmit a certified copy of the 2017-2018 budget hereby adopted to the Division of Municipal Corporations in the Office of the State Auditor and to the Association of Washington Cities.

Section 5. 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 6. Effective Date. This ordinance shall be in force and take effect five (5) days after its publication according to law.

PASSED by the City Council of the City of Gig Harbor, Washington, and approved by its Mayor at a regular meeting of the council held on this 12th day of December, 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: 11/21/16
PASSED BY THE CITY COUNCIL: 12/12/16
PUBLISHED: 12/15/16
EFFECTIVE DATE: 01/01/17
ORDINANCE NO. 1352

Attachment A

POSITION	2017 RANGE	
	Minimum	Maximum
City Administrator	11,028	13,785
Chief of Police	9,476	11,845
Public Works Director	8,573	10,717
Finance Director	8,486	10,607
Police Lieutenant	7,695	9,619
City Engineer	7,460	9,325
Information Systems Manager	7,460	9,325
Planning Director	7,460	9,325
Building & Fire Safety Director	7,400	9,250
Senior Engineer	6,978	8,722
Police Sergeant	7,435	8,508
City Clerk	6,708	8,384
Tourism & Communications Director	6,693	8,367
Public Works Superintendent	6,608	8,260
Wastewater Treatment Plant Supervisor	6,608	8,260
Associate Engineer/Project Engineer	6,452	8,064
Senior Accountant	6,437	8,047
Senior Planner*	6,433	8,041
Parks Project Administrator	6,415	8,019
Court Administrator	6,310	7,888
<u>Human Resources Manager</u>	<u>6,310</u>	<u>7,888</u>
Assistant Building Official/Fire Marshal	6,069	7,586
<u>Assistant City Clerk/Open Gov't Administrator</u>	<u>5,721</u>	<u>6,756</u>
Field Supervisor	5,688	7,108
Construction Supervisor	5,688	7,108
Police Officer	5,411	6,765
Senior WWTP Operator	5,355	6,694
Payroll/Benefits Administrator	5,226	6,534
Associate Planner*	5,148	6,435
Construction Inspector	5,021	6,277
Planning / Building Inspector	5,021	6,277
Mechanic	4,855	6,069
Facilities Maintenance Mechanic	4,855	6,069
Wastewater Treatment Plant Operator	4,791	5,988
Executive Assistant	4,779	5,973
Engineering Technician	4,751	5,937
Information Systems Assistant	4,649	5,811
WWTP Collection System Tech II	4,481	5,601
Maintenance Technician	3,600	5,601
Assistant Planner*	4,467	5,583
Permit Coordinator	4,467	5,583
Community Service Officer	4,427	5,535
Finance Technician	4,355	5,445
Utility Billing Technician	4,355	5,445
<u>Planning Technician</u>	<u>4,333</u>	<u>5,416</u>
Building Assistant	4,235	5,294
Planning Assistant	4,235	5,294
Public Works Assistant	4,235	5,294
Administrative Assistant	4,053	5,067
Lead Court Clerk	4,052	5,066
Police Services Specialist	3,663	4,579
Court Clerk	3,614	4,517
Custodian	3,600	4,500
Public Works Clerk	3,598	4,497
Planning/Building Clerk	3,598	4,497
<u>Laborer</u>	<u>3,420</u>	<u>4,275</u>

* *Planner Classification Series*



Business of the City Council City of Gig Harbor, WA

Subject: Resolution No. 1059 – Updates to Fee Schedule

Dept. Origin: Planning

Proposed Council Action: Approve Resolution No. 1058

Prepared by: Jennifer Kester
Planning Director

For Agenda of: December 12, 2016

Exhibit: Resolution

	Initial & Date
Concurred by Mayor:	JK 12-6-16
Approved by City Administrator:	12/6/16
Approved as to form by City Atty:	12/6/16
Approved by Finance Director:	12/6/16
Approved by Department Head:	12/6/16

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

Annually, the Planning, Public Works, and Building/Fire Safety Departments review the current fee schedule to determine if the fees reflect the City's costs relating to the processing of applications, inspecting and reviewing plans, investigating hazardous conditions or preparing detailed statements pursuant to chapter 43.21C RCW.

Staff is not proposing across the board increases, instead individual amendments are needed for clarification, to address increasing City costs or changing policies.

SUMMARY OF PROPOSED FEE SCHEDULE UPDATES:

1. Increasing the fee for final plats to represent increase in legal review required for these permits.
2. Increasing the fee for a sign variance to align with other variances heard by the City's Hearing Examiner as the time spent on these permits is equivalent.
3. Increasing the fee for development agreements to better represent the actual staff time required for review of these agreements.
4. Adding a fee for subsequent DRB pre-application meetings. The first meeting is free per code.
5. Increasing the deposit required for attorney review of development agreements to better represent actual costs.
6. The City is allowed to recover costs from applicants related to establishing franchise agreements. The City's proposal to recover these costs is through a nominal staff review fee and a fee deposit for costs associated with the City Attorney's review.
7. Changes to the Mechanical Code fees are merely clarifications of system types (no actual fee

change).

FISCAL CONSIDERATION

Any changes in revenue from this permit fees update will depend upon the amount of development activity and are intended to offset existing costs.

BOARD OR COMMITTEE RECOMMENDATION

The Planning and Building Committee reviewed these fee schedule updates at their November 7, 2016 meeting.

RECOMMENDATION/MOTION

Move to: Approve Resolution No. 1059

RESOLUTION NO. 1059

**A RESOLUTION OF THE CITY OF GIG HARBOR, WASHINGTON,
ESTABLISHING FEES FOR LAND USE APPLICATIONS AND
PERMITS, BUILDING PERMIT FEES, ENGINEERING FEES; AND
COPY SERVICE FEES; AND REPEALING RESOLUTION NO.
1020.**

WHEREAS, the City of Gig Harbor has established land use, engineering, building permit and other development review fees by Resolution; and

WHEREAS, the Gig Harbor City Council has requested that development services departments evaluate fees on an annual basis and, as necessary, propose adjustments to the fee schedule; and

WHEREAS, the last update to the Land Use, Building Permit and Engineering fees was approved on December 14, 2015 in Resolution No. 1020; and

WHEREAS, the revised fee schedule reflects the City's increased costs relating to the processing of land use applications and franchise agreements; and

WHEREAS, the proposed fee schedule adjustments are deemed necessary to maintain fair and equitable service and application fees; NOW, THEREFORE,

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

Section 1. The City Council hereby repeals Resolution No. 1020 and adopts the Land Use, Engineering, Building Fee Schedule attached as Exhibit "A" and incorporated herein by this reference.

Section 2. Effective Date. This Resolution shall take effect on January 1, 2017.

PASSED by the City Council this 12th day of December, 2016.

APPROVED:

Jill Guernsey, Mayor

ATTEST:

Molly Towslee, City Clerk

Filed with City Clerk: 12/06/16
Passed by City Council: 12/12/16
Resolution No. 1059

Exhibit "A"

**CITY OF GIG HARBOR
LAND USE, ENGINEERING, BUILDING
FEE SCHEDULE**

A. LAND USE PERMIT APPLICATION FEES

When a development proposal involves two or more permits listed in 3 through 14 below being consolidated and processed concurrently, the highest cost land use permit shall be charged the full fee and all other land use permits charged 50% of the applicable fee. Specified engineering fees, building/fire fees, third party review fees and the fees listed in 1 and 2, and 15 through 24 below are not subject to the 50% reduction. The fees below are paid at submittal of application and include public notice fees; see section F for required deposits and fees incurred during the review process.

1) Amendment to Comprehensive Plan		
a) Map Amendment		\$3,610.00
b) Urban Growth Area Adjustment		\$3,610.00
c) Text Amendment		\$3,610.00
2) Amendments to Municipal Code		
a) Zoning District Boundary		\$3,515.00
b) Text		\$3,590.00
c) Height Restriction Area Amendment		\$3,515.00
3) Conditional Use Permit		
a) Single-family / Accessory Dwelling Unit		\$940.00
b) Nonresidential/Multiple-family in existing building		\$1,490.00
c) New Nonresidential / Multiple-family Dev.		\$3,540.00
*Above fees include \$130.00 for Building/Fire review		
4) Variance/Interpretation		
a) Single-family Variance		\$915.00
b) Non-Single-family Variance		\$1,365.00
c) Administrative Variance		\$565.00
d) Interpretation		\$590.00
*Above variance fees include \$98.00 for Building/Fire review		
5) Site Plan Review and Landscape Plans		
a) Major Site Plan Review		
New use or building – Combined Total		\$ 4,800.00
Planning	\$ 3,440.00	
Building/Fire	\$ 260.00	
Engineering	\$ 1,100.00	
Existing/approved site plan modifications/expansions – Combined Total		\$ 3,020.00
Planning	\$ 2,190.00	
Building/Fire	\$ 130.00	
Engineering	\$ 700.00	
Modification of conditions of approval – Combined Total		\$ 1,870.00
Planning	\$ 1,290.00	
Building/Fire	\$ 130.00	
Engineering	\$ 450.00	
Regional stormwater ponds – Combined Total		\$ 1,740.00

Planning	\$ 1,290.00	
Engineering	\$ 450.00	
b) Minor Site Plan Review		
Change in use		\$ 100.00
Changes to GFA/impervious surface – Combined Total		\$ 1,098.00
Planning	\$ 550.00	
Building/Fire	\$ 98.00	
Engineering	\$ 450.00	
Changes to landscaping/common areas/vegetation retention areas/parking lot layout with no impervious surface change		\$ 550.00
Demolition		\$ 100.00
Changes to stormwater facilities – Combined Total		\$ 1,000.00
Planning	\$ 550.00	
Engineering	\$ 450.00	
Changes to Conditions of Approval Rapid Charging Stations		\$ 550.00
Rapid Charging Stations		\$ 100.00
c) Alternative Landscape Plan		\$ 550.00

6) Planned Residential District (PRD)

(Exclusive of Subdivision fees)

a) Preliminary PRD – Combined Total		\$ 3,940.00
Planning	\$ 3,290.00	
Building/Fire	\$ 325.00	
Engineering	\$ 325.00	
b) Final PRD		\$ 1,120.00
c) Major PRD Amendment – Combined Total		\$ 1,970.00
Planning	\$ 1,140.00	
Engineering	\$ 700.00	
Building/Fire	\$ 130.00	
d) Minor PRD Amendment – Combined Total		\$ 998.00
Planning	\$ 550.00	
Building/Fire	\$ 98.00	
Engineering	\$ 350.00	

7) Planned Unit Development (PUD)

(Exclusive of subdivision fees)

a) Preliminary PUD – Combined Total		\$ 3,940.00
Planning	\$ 3,290.00	
Building/Fire	\$ 325.00	
Engineering	\$ 325.00	
b) Final PUD		\$ 1,120.00
c) Major PUD Amendment – Combined Total		\$ 1,970.00
Planning	\$ 1,140.00	
Building/Fire	\$ 130.00	
Engineering	\$ 700.00	
e) Minor PUD Amendment – Combined Total		\$ 998.00
Planning	\$ 550.00	
Building/Fire	\$ 98.00	
Engineering	\$ 350.00	

8) Performance Based Height Exception

Planning	\$1,365.00	\$1,463.00
Building/Fire	\$ 98.00	

9) Transfer of Density Credit Request		\$ 550.00
10) Subdivisions		
a) Preliminary Plat – Combined Total		\$ 5,915.00 + \$ 55.00/lot
Planning	\$ 3,515.00 + \$ 55.00/lot	
Engineering	\$ 2,075.00	
Building/Fire	\$ 325.00	
b) Minor Preliminary Plat Revisions – Combined Total		\$1,648.00
Planning	\$ 1,100.00	
Building/Fire	\$ 98.00	
Engineering	\$ 450.00	
c) Final Plat – Combined Total		\$ 2,915.00 <u>3,515.00</u> + \$ 55.00/lot
Planning	\$ 1,290.00 <u>1,890.00</u> + \$ 55.00/per lot	
Engineering	\$ 1,625.00	
d) Plat Alterations/Vacations – Combined Total		\$ 2,163.00
Planning	\$ 1,365.00	
Building/Fire	\$ 98.00	
Engineering	\$ 700.00	
11) Short Subdivisions and Boundary Line Adjustments		
a) Preliminary Short Plat Approval – Combined Total		\$ 2,100.00
Planning	\$ 1,290.00	
Engineering	\$ 550.00	
Building/Fire	\$ 260.00	
b) Final Short Plat Approval – Combined Total		\$ 750.00
Planning	\$ 550.00	
Engineering	\$ 200.00	
c) Boundary Line Adjustment – Combined Total		\$ 773.00
Planning	\$ 550.00	
Engineering	\$ 125.00	
Building/Fire	\$ 98.00	
12) Binding Site Plans		
a) Binding Site Plans – Combined Total		\$ 3,513.00
Planning	\$ 1,840.00	
Engineering	\$ 1,575.00	
Building/Fire	\$ 98.00	
b) Amendment/Modification/Vacation – Combined Total		\$ 765.00
Planning	\$ 700.00	
Building/Fire	\$ 65.00	
13) Shoreline Management Permits		
a) Substantial Development (based upon actual costs or fair market value, whichever is higher)		
< \$10,000		\$ 1,365.00
> \$10,000 < \$100,000		\$ 2,440.00
> \$100,000 < \$500,000		\$ 3,515.00
> \$500,000 < \$1,000,000		\$ 5,690.00
> \$1,000,000		\$ 8,415.00
b) Variance		\$ 3,515.00
c) Conditional Use		\$ 3,515.00
d) Revision		\$ 1,325.00
e) Request for Exemption		\$ 575.00

14) Communications Facilities Application Review

a) General Application Review – Combined Total		\$ 840.00
Planning	\$ 775.00	
Building/Fire	\$ 65.00	
b) Special Exception		\$ 550.00
c) Conditional Use		\$ 3,515.00

15) Wetlands/Critical Areas Analysis

a) City staff review:		
Steep Slopes/Erosion Hazard/Landslide Hazard	\$ 550.00	
Critical Habitat/Streams	\$ 550.00	
Aquifer Recharge Hydrogeologic Report	\$ 550.00	
Critical Areas Preliminary Site Investigation	\$ 550.00	
Critical Areas Report/Mitigation Review	\$ 550.00	
Reasonable Use Permit	\$ 1,665.00	
Variance	\$ 1,665.00	
Flood Plain Development		
i) Flood Hazard Permit	\$ 100.00	
ii) Elevation Certificate Review	\$ 450.00	
b) Third Party review:		
Critical areas analysis report		Actual Cost
Critical areas mitigation/monitoring report		Actual Cost
Special flood hazard area habitat assessment		Actual Cost

16) Design Review

a) Administrative Approval/DRB Recommendation/Exceptions:		
Nonresidential and Multifamily		
Up to 10,000 sq. ft. gross floor area (GFA)	\$ 92.00/each 1,000 sq. ft.	
10,001-20,000 sq. ft. GFA	\$ 116.00/each 1,000 sq. ft.	
>20,000 sq. ft. GFA	\$ 143.00/each 1,000 sq. ft.	
Subdivision	\$ 650.00	
Site plans with no buildings/GFA	\$ 650.00	
Single-family/duplex dwelling	\$ 150.00	
b) Administrative Review of Alternative Designs:		
Single-family/duplex dwelling		\$ 445.00 for first 2 alternatives requested + \$140.00 for each additional.
Tenant Improvement		\$ 720.00 for first 2 alternatives requested + \$275.00 for each additional.
c) Amendments to existing or approved plans/buildings: (Fees below are cumulative based on the type of revisions)		
Minor Adjustment to Hearing Examiner Decisions	\$ 720.00	
Revisions to parking, landscaping, site amenities	\$ 350.00*	
Revisions to existing or approved building		25% of fees required by 16a above based on the GFA of the building being revised with a minimum of \$350.00 for each building revised
Revisions to single-family/duplex dwelling	\$ 75.00	
Revisions to subdivision	\$ 350.00	

* Fee for revisions to parking, landscaping, site amenities not collected if design review permit is processed concurrently with minor site plan review.

17) Sign Permits

a) All signs less than 25 sq. ft.	\$ 45.00
b) Change of Sign, all sizes	\$ 45.00
c) Request for Variance	\$ 550.00 <u>1,365.00</u>
d) Projecting	\$ 75.00
e) Wall Sign, non-illuminated:	
25-50 sq. ft.	\$ 75.00
51-99 sq. ft.	\$ 100.00
>100 sq. ft.	\$ 120.00
f) Wall Sign, illuminated:	
25-50 sq. ft.	\$ 90.00
51-99 sq. ft.	\$ 110.00
>100 sq. ft.	\$ 130.00
g) Ground Sign, non-illuminated:	
25-50 sq. ft.	\$ 110.00
51-100 sq. ft.	\$ 130.00
h) Ground Sign, illuminated:	
25-50 sq. ft.	\$ 130.00
51-100 sq. ft.	\$ 155.00
i) Master Sign Plan Review <u>and any revisions</u> (per Building)	
1 - 5 Tenants	\$ 110.00
6 - 12 Tenants	\$ 165.00
13+ Tenants	\$ 220.00

18) Development Agreements

a) Development Agreements – Combined Total	\$ 4,820.00 <u>3,610.00</u> + City
Attorney fees	
Planning	\$ 4,320.00 <u>2,620.00</u> + City Attorney fees
Engineering	\$ 500.00 <u>990.00</u>
b) Development Agreements which include deviations from development standards other than extending the approval duration or phasing of projects	
Combined Total	\$ 6,890.00 <u>8,130.00</u> + City
Attorney fees	
Planning	\$ 5,260.00 <u>6,000.00</u> + City Attorney fees
Engineering	\$ 1,500.00 <u>2,000.00</u>
Building/Fire	\$ 130.00

19) Special Use Permit

a) General	\$ 120.00
Planning	\$ 55.00
Building/Fire	\$ 65.00
b) Food Truck	\$ 120.00
Food Truck – Annual Renewal	75% of Initial Cost

20) Temporary Use Permit

Planning	\$ 55.00	\$ 120.00
Building/Fire	\$ 65.00	

21) Land Clearing Permit

\$ 275.00

22) Nonconforming Use and Structure Review

a) Nonconforming use review	\$ 700.00
b) Changes from one nonconforming use to another	\$ 1,365.00
c) Nonconforming structure review	\$ 700.00

- 23) Historic Preservation**
- a) Local Register Nomination/Removal \$ 110.00
 - b) Certificate of Appropriateness/Waiver \$ 110.00
 - c) Special Property Tax Valuation \$ 110.00

- 24) Appeals/Reconsideration**
- a) To the Hearing Examiner:
 - Reconsideration \$ 165.00
 - Administrative Variance \$ 275.00
 - Administrative Decision \$ 275.00
 - Notice of Violation \$ 275.00

Note: Appellants who substantially prevail on appeal or reconsideration as determined by the planning director will be refunded the above appeal fee and will not be billed hearing examiner fees. Appellants who do not substantially prevail on appeal or reconsideration, or whose appeal is dismissed for lack of standing will be billed for the hearing examiner costs. No hearing examiner deposit is required for appeals or reconsideration.

- b) To the Building Code Advisory Board: \$ 550.00

B. ENVIRONMENTAL REVIEW (SEPA)

- 1) Checklist \$ 445.00
- 2) Environmental Impact Statement
 - a) Prepared by Staff Actual Cost
 - b) Prepared by Consultant Actual Cost
- 3) Appeals of Decisions
 - a) Administrator's Final Determination (DNS or EIS) \$ 275.00

Note: Appellants who substantially prevail on appeal or reconsideration as determined by the planning director will be refunded the above appeal fee and will not be billed hearing examiner fees. Appellants who do not substantially prevail on appeal or reconsideration, or whose appeal is dismissed for lack of standing will be billed for the hearing examiner costs. No hearing examiner deposit is required for appeals or reconsideration.

C. ANNEXATION PETITION

- 1) Notice of Intent to Commence Annexation \$ 500.00
- 2) Annexation Petition (once accepted by Council)
 - a) Less than 10 acres \$ 1,295.00
 - b) 10 - 50 acres \$ 2,195.00
 - c) 50 - 100 acres \$ 3,195.00
 - d) 100 + acres \$ 5,195.00
- *Above fees include \$195.00 for Building/Fire and \$500 for Public Works review
- 3) Enumeration actual cost with deposit

D. REQUESTS FOR INFORMATION

- 1) Land-use information, verbal No Charge
- 2) Land-use information, written response requested related to active permit No Charge
- 3) Land-use information, written response requested not related to active permit (e.g. zoning verification letter) \$ 120.00

E. STAFF PREAPPLICATION REVIEW

Staff Pre-Application Conference	\$ 585.00
(includes a written summary of the meeting)	
Planning	\$ 325.00
Building/Fire	\$ 130.00
Public Works	\$ 130.00
<u>DRB Pre-Application Meeting</u>	
First meeting is free	
Subsequent pre-application meetings	\$ 585.00 each

F. INVOICED FEES AND DEPOSITS:

- 1) **Additional Submittal Review Fees:** The costs above in section A include the review of the initial application and two revisions (three submittals total) plus the preparation of staff reports and administrative decisions. If a project requires staff review of more than three submittals, the applicant will be charged a rate of \$100.00 per hour (minimum of eight hours) for the time the project planner spends reviewing each submittal thereafter. The applicant shall pay \$800.00 prior to staff commencing review of each additional submittal.
- 2) **Recording Fees:** For those applications which require recording of the final document, the applicant shall bear the costs of all recording.
- 3) **Hearing Examiner Fees:** For those applications which require a public hearing, an appeal hearing, or a reconsideration decision, the applicant/appellant shall bear all the costs of the hearing examiner. The applicant shall deposit \$1,000.00 at time of application to cover hearing examiner costs. Actual costs in excess of the deposit will be billed to the applicant. Actual costs below the deposit will be refunded. In the case of appeals or reconsiderations, appellants who do not substantially prevail on appeal or reconsideration, or whose appeal is dismissed for lack of standing will be billed for the hearing examiner costs. No deposit is required for appeals or reconsideration.
- 4) **Development Agreement Attorney Deposit Fees:** For those applications for a development agreement, the applicant shall bear all the costs of the city attorney for review of the development agreement. The applicant shall deposit ~~\$1,000.00~~ \$2,000.00 at time of application to cover attorney costs. Actual costs in excess of the deposit will be billed to the applicant. Actual costs below the deposit will be refunded.
- 5) **Critical Area Review Deposit:** For those applications which require third-party consultant review of critical area reports, delineations and mitigation, the applicant shall bear all the costs of the third-party consultant review. The applicant will be required to submit a deposit for the anticipated review prior to the consultant starting review of the project.
- 6) **Annexation Enumeration Deposit:** An applicant shall pay for the actual cost of annexation enumeration if approved. Prior to adoption of an ordinance annexing property, the applicant shall deposit an amount determined by the Planning Director, based on the size and expected population, to be used for enumeration by the city. Actual costs in excess of the deposit will be billed to the applicant. Actual costs below the deposit will be refunded. If the annexation petition is denied, the deposit will be refunded.
- 7) **Franchise Agreement Review Fees and Attorney Deposit:** For those applications for a franchise agreement, the applicant shall pay the City's review fee of \$2,000 and bear all the costs of the city attorney for review of the agreement. At the time of application the applicant shall pay the fee and deposit \$5,000 to cover attorney costs. Actual costs in excess of the deposit will be billed to the applicant. Actual costs below the deposit will be refunded.

G. COPY SERVICES/ADDRESS LABELS

1)	Zoning Map/Comprehensive Plan Land Use Map (24" x 36")	\$ 6.80
2)	Zoning Code	\$ 35.00
3)	Comprehensive Plan	\$ 15.00
4)	Shoreline Master Program	\$ 39.00
5)	Critical Areas Map (24"x 36")	\$ 6.80
6)	Visually Sensitive Area (24"x 36")	\$ 6.80
7)	Design Manual (GHMC 17.99)	\$ 10.00
8)	Full Size Bond Reproduction (By Outside Service)	Charge by outside service+\$ 5.00
9)	Full Size Bond Reproduction (In House)	\$ 6.80 per page
10)	8-1/2 x 11", 8-1/2" x 14" & 11" x 17" B&W Copies No charge for first 50 pages	\$ 0.15 per page
11)	8-1/2" x 11", 8-1/2" x 14 & 11" x 17" Color Copies No charge for first 50 pages	\$ 0.20 per page
13)	Scanned documents for electronic records request 8-1/2 x 11", 8-1/2" x 14" & 11" x 17" B&W No charge for first 50 pages	\$ 0.05 per page
14)	Scanned documents 8-1/2 x 11", 8-1/2" x 14" & 11" x 17" Color No charge for first 50 pages	\$ 0.10 per page
15)	Scanned documents All sizes greater than 11" x 17"	\$ 0.50 per page
16)	Copy of existing CD or burning documents to CD	\$ 1.00 per CD
17)	Address labels of property owners within 300 feet of project – included in permit fees	

H. FEE REIMBURSEMENTS

Application fees may be reimbursed at the following rate (percent of total fee):

Request to withdraw application prior to any public notice issued	100%
Request to withdraw application after any public notice issued.	85%
Request to withdraw application after 1 st comprehensive review of project	50%
Request to withdraw application after 2 nd comprehensive review of project, issuance of staff report, or SEPA threshold determination	35%
Request to withdraw application after 3 rd comprehensive review of project, or following a public hearing, or issuance of administrative decision	0%

Traffic report preparation fees, if addressed in a Hearing Examiner appeal, may be reimbursed to the extent directed by the Examiner in the Examiner's final decision.

I. <u>UTILITY EXTENSION REQUEST</u>	\$ 560.00
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J. ENGINEERING FEES

Traffic Report Preparation

Traffic Report Preparation Fees shall be charged as follows based on the number of PM Peak Hour Trips:

<u>Tier</u>	<u>PM Peak Hour Trips</u>	<u>Traffic Report Preparation Fee</u>
I	>2 up to 50	\$ 1,815
II	51 - 150	\$ 3,025
III	151 - 300	\$ 6,050
IV	301 - 750	\$ 9,075
V	>750	\$ 9,075 plus \$25 per trip over 750

Engineering Permit Fees:

Public Works Variance	\$ 2,000.00
Public Works Variance – Building/Fire Review	\$ 98.00
Actual or Projected Sewer Use Review	\$ 2,000.00
Sewer Exception Review	\$ 2,000.00
Building Review-Single Family Residence (SFR)	\$ 98.00
Building Review-Tenant Improvement w/Change in use	\$ 180.00
Encroachment (Administrative and Inspection)	\$ 250.00
Encroachment (Temporary)	\$ 50.00
Right of way / Vacation – Public Works	\$ 2,000.00
Right of way / Vacation – Building/Fire	\$ 98.00
Water CRC (Non-SFR)	\$ 90.00
Sewer CRC (Non-SFR)	\$ 90.00
Transportation CRC (Non-SFR)	\$ 90.00
Comprehensive Plan Change (Utility Element)	\$ 2,000.00 (plus consultant fees)
Utility System Consistency Review	\$ 2,000.00 (plus consultant fees)
Planning - \$900	
Engineering - \$1,100.00	
Banner installation/removal fee	\$ 100.00
(in addition to Right of way (Temporary) fee)	
Fire Hydrant Indemnification Processing Fee	\$ 1,330.00
Fire Hydrant Indemnification Processing Fee – Building/Fire Review	\$ 98.00

Engineering Plan Review Fees:

Water: linear feet	\$ 165.00 for 1st 150 linear feet (lf) + \$0.30/lf
Sewer: linear feet	\$ 165.00 for 1st 150 linear feet (lf) + \$0.30/lf
Street or street w/curb, gutter and sidewalk	\$ 165.00 for 1st 150 linear feet (lf) + \$0.40/lf
Curb, gutter and sidewalk only	\$ 165.00 for 1st 150 linear feet (lf) + \$0.40/lf
Storm: Number of catch basins	\$ 120.00 for 1st + \$16.28 for each additional
Storm: Retention and detention facilities	\$ 165.00 for each facility
Lighting(per luminaire)	\$ 135.00 plus \$10.85 per luminaire
Signals	\$ 555.00 per intersection
Encroachment Permit	\$ 75.00

Civil Permit Review – Building/Fire \$ 325.00

Additional Resubmittal Review Fees: The fees above for Engineering Plan Review include the initial review of the plans and two revisions (three submittals total). If a project requires staff review of more than three submittals, the applicant will be charged a rate of \$100.00 per hour (minimum of four hours) for the time the staff reviewer spends reviewing each submittal thereafter, and the minimum fee is due prior to start of review of the fourth submittal. Fees above the minimum resubmittal fee shall be billed to the applicant.

Engineering Construction Inspection Fees:

Water: linear feet	\$ 300.00 for 1st 150 linear feet (lf) + \$1.63/lf
Sewer: linear feet	\$ 300.00 for 1st 150 linear feet (lf) + \$1.63/lf
Sewer: residential step system	\$ 210.00 for each residence
Street	\$ 300.00 for 1st 150 linear feet (lf) + \$1.20/lf
Curb, gutter and sidewalk only	\$ 300.00 for 1st 150 linear feet (lf) + \$1.20/lf
Storm	\$ 145.00 per retention area + \$0.60/lf pipe
Lighting(per luminare)	\$ 145.00 + \$16.48 per luminare
Signals	\$ 1,140.00 per intersection
Grease interceptor permit	\$ 500.00

Clear, Fill, and Grading Plan Review Fees	
0 to 50 Cu. Yds	\$ 130.00
51 to 100 Cu. Yds.	\$ 240.00
101 to 1000 Cu Yds.	\$ 510.00
1,001 to 10,000 Cu. Yds.	\$ 760.00
10,001 to 100,000 Cu. Yds.	\$1,000.00
100,001 Cu. Yds. or more	\$1,240.00
Clear, Fill, and Grading Permit Fees	
0 to 50 Cu. Yds. or less	\$201.00
51 to 100 Cu. Yds. or less	\$371.00
101 to 1000 Cu. Yds.	\$1,155.00
1,001 to 10,000 Cu. Yds.	\$1,938.00
10,001 to 100,000 Cu. Yds.	\$3,237.00
100,001 Cu. Yds or more	\$9,162.00

K. BUILDING PERMIT FEES

**Table 1-1
Building Permit Fees**

Total Valuation	Fee
\$1.00 to \$500.00	\$34.00
\$501.00 to \$2,000.00	\$34.00 for the first \$500.00 plus \$5.00 for each additional \$100.00 or fraction thereof to and including \$2,000.00
\$2,001 to \$25,000	\$96.00 for the first \$2,000.00 plus \$21.00 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$535.00 for the first \$25,000.00 plus \$15.00 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$880.00 for the first \$50,000.00 plus \$11.00 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$1,358.00 for the first \$100,000.00 plus \$9.00 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$4,420.00 for the first \$500,000.00 plus \$8.00 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$7,666.00 for the first \$1,000,000.00 plus \$5.00 for each additional \$1,000.00 or fraction thereof
Demolition Permit	\$119.00
Building Permit Plan Review Fees	
Building permit plan review fees	The fee for review of building plans will equal 65% of the permit fee in addition to the permit fee.
Base Plan Fees	
Base Plan Application Filing Fee.	\$55.00
New Base Plan Review Fee.	150% of plan review fee calculated under T. 1-1 for new construction.
Establish base plan from plan previously approved by the City.	100% of plan review fee calculated under T 1-1 for new construction.
Subsequent plan review fee for use of established base plan.	25% of the plan review fee calculated under T 1-1 for new construction.

Table 1-2
Square Foot Construction Costs^{a,b,c}

Group (2006 IBC/IRC)		Type of Construction								
		IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1	Assembly, theaters, with stage	189.23	183.14	178.89	171.53	159.52	158.67	166.11	147.80	142.49
	Theaters, without stage	174.54	168.46	164.20	156.86	144.83	144.00	151.44	133.11	127.80
A-2	Assembly, nightclubs	142.74	138.74	135.26	130.18	121.78	120.30	125.43	110.92	107.25
	Restaurants, bars, banq. halls	141.59	137.59	132.97	129.05	119.50	119.15	124.29	108.64	106.11
A-3	Assembly, churches	175.26	169.18	164.91	157.56	145.52	144.68	152.16	133.81	128.50
	General, comm., halls, libraries museums	145.11	139.03	133.62	127.41	114.22	115.36	122.01	102.51	98.33
A-4	Assembly, arenas	141.59	137.59	132.50	129.05	119.50	119.15	124.29	108.64	106.11
B	Business	145.76	140.48	136.01	129.64	116.00	115.37	124.70	103.60	99.69
E	Educational	153.06	147.89	143.66	137.30	126.65	123.66	132.76	113.16	108.93
F-1	Factory/Industrial, mod. Hazard	88.39	84.34	79.30	76.89	66.44	67.58	73.76	56.66	53.83
F-2	Factory/Industrial, low hazard	87.26	83.19	79.30	75.76	66.44	66.44	72.62	56.66	52.69
H-1	High hazard, explosives	83.02	78.96	75.06	71.53	62.38	62.38	68.05	52.61	N.P.
H-2-4	High hazard	83.02	78.96	75.06	71.53	62.38	62.03	68.39	52.61	48.63
H-5	HPM	145.76	140.48	136.01	129.64	116.00	115.37	124.70	103.60	99.69
I-1	Institutional, supervised	143.92	138.99	135.25	129.76	119.05	139.99	125.83	109.42	105.08
I-2	Institutional, incapacitated	242.62	237.35	232.88	226.52	212.47	N.P.	221.57	200.06	N.P.
I-3	Institutional, restrained	165.57	160.29	155.83	149.47	137.22	135.44	144.51	124.81	118.62
I-4	Institutional, day care	143.92	138.99	135.25	129.76	119.05	118.99	125.83	109.42	105.08
M	Mercantile	106.37	102.36	97.73	93.80	84.82	84.47	89.04	73.95	71.43

Group (2006 IBC/IRC)		Type of Construction								
		IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
R-1	Residential, hotels	145.37	140.43	136.69	131.21	120.56	120.50	127.33	110.92	106.61
R-2	Residential, multi-family	145.36	139.42	134.95	128.36	115.80	115.71	123.92	104.23	99.04
R-3	Residential, 1/2 family	138.06	134.24	130.94	127.33	121.30	121.01	125.20	115.49	107.21
R-4	Residential, care/asst. living	143.92	138.99	135.25	129.76	119.05	118.99	125.83	109.42	105.08
S-1	Storage, moderate hazard	81.88	77.82	72.78	70.38	60.10	61.24	67.25	50.33	47.49
S-2	Storage, low hazard	80.73	76.68	72.78	69.25	60.10	60.10	66.11	50.33	46.35
U	Utility, miscellaneous	62.53	59.12	55.61	52.83	45.82	45.82	49.86	37.67	35.87

- a. Private garages use utility, miscellaneous
- b. Unfinished basements (all use group) = \$15.00 per sq. ft.
- c. N.P. = not permitted

**Table 1-3
Plumbing Permit Fees**

Permit Issuance

- | | |
|----------------------------|---------|
| 1. For issuing each permit | \$28.00 |
|----------------------------|---------|

Unit Fee Schedule (in addition to items 1 above)

- | | |
|---|----------|
| 1. For each plumbing fixture on one trap or a set of fixtures on one trap (including water, drainage piping and backflow protection therefore) | \$10.00 |
| 2. For each building sewer and each trailer park sewer | \$21.00 |
| 3. Rainwater Systems - per drain (inside building) | \$10.00 |
| 4. For each private sewage disposal system | \$55.00 |
| 5. For each water heater and/or vent | \$10.00 |
| 6. For each gas-piping system of one to five outlets | \$ 8.00 |
| 7. For each additional gas-piping system outlet (per outlet) | \$ 3.00 |
| 8. For each industrial waste pretreatment interceptor including its trap and vent, except kitchen-type grease interceptors functioning as fixture traps | \$21.00 |
| 9. For each installation, alteration, or repair of water piping and/or water treating equipment, each | \$10.00 |
| 10. For each repair or alteration of drainage or vent piping, each fixture | \$10.00 |
| 11. For each private landscape irrigation system on any one meter including backflow protection devices therefore. | \$ 10.00 |
| 12. For each atmospheric-type vacuum breakers not included in item 11: | \$ 2.00 |
| 13. For each backflow protective device other than atmospheric-type vacuum breakers: | \$20.00 |
| 14. For each gray water system | \$55.00 |
| 15. For initial installation and testing for a reclaimed water system (excluding initial test) | \$42.00 |
| 16. For each medical gas piping system serving one to five inlet(s)/outlet(s) for a specific gas | \$69.00 |
| 17. For each additional medical gas inlet(s)/outlet(s) | \$ 8.00 |

Plan Review Fee

A plan review fee equal to 65% of the permit fee shall be charged in addition to the permit fee for all plumbing permits. **Exception:** No plan review fee will be charged for plumbing permits related to residential construction regulated under the International Residential Code.

Table 1-4
Mechanical and Fuel Gas Permit Fees

Permit Issuance

1. For issuing each permit \$ 34.00

Unit Fee Schedule (in addition to issuance fee above)

2. HVAC units including furnace, RTU, heat pump & split \$ 22.00

3. Each appliance vent or diffuser or return without appliance \$ 11.00

4. Repair of each appliance & refrigeration unit \$ 19.00

5. Each boiler / compressor \$ 22.00

6. Each air handler \$ 16.00

7. Each VAV box \$ 16.00

8. Each evaporative cooler other than portable type \$ 16.00

9. Each ventilation fan connected to a single duct \$ 11.00

10. Each ventilation system not part of a system under permit \$ 16.00

11. Each commercial hood served by mech. exhaust system including the ductwork \$ 16.00

12. Each piece of equipment regulated by the mechanical code but not listed in this table (fireplace inserts) \$ 16.00

13. Each fuel gas piping system of one to five outlets \$ 8.00

14. Each additional fuel gas outlet \$ 3.00

15. Propane tank installation \$ 66.00

Plan Review Fee

A plan review fee equal to 65% of the permit fee shall be charged in addition to the permit fee for all mechanical permits. **Exception:** No plan review fee will be charged for mechanical permits related to residential construction regulated under the International Residential Code.

**Table 1-5
Fire System Permit Fees**

Type of Fire Protection System	Fees (includes plan review, testing, and inspection)
Fire Alarm Systems	
New Com./Multi. Fam. (first 4 zones)	\$472.00 plus \$2.00 per device
Additional zones	\$ 60.00 ea. plus \$2.00 per device
Tenant Improvement	\$354.00 plus \$2.00 per device
Additional Zones	\$ 60.00 plus \$2.00 per device
Residential (1-2 fam. dwellings)	\$190.00 plus \$2.00 per device
Sprinkler supervision/notification only	\$201.00 plus \$2.00 per device
Relocation of existing devices	\$75.00 plus \$2.00 per device
System upgrade/panel replacement	One half the above listed fees for new work.
Fire Sprinkler Systems	
NFPA 13, 13 R Systems	
1. Each new riser up to 99 heads	\$ 207.00+4.00/head
2. Each wet riser over 99 heads	\$578.00
3. Each dry riser over 99 heads	\$718.00
4. Each new deluge or pre-action system	\$718.00
5. Each new combination sprinkler/standpipe system including a single riser	\$931.00
6. Sprinkler underground	\$149.00
7. Revision to existing system	\$66.00+3.00/head
8. For each electronic permit for installation/relocation of not more than 10 heads and not involving installation/modification of branch or main piping.	\$ 66.00
9. High piled stock or rack system	
Add to riser fee	\$371.00
NFPA 13D systems	
1. Per dwelling unit fee	\$298.00
Standpipe Systems	
1. Each new Class 1 system	
Dry system	\$286.00
Wet system	\$409.00
2. Each new Class 2 system	\$495.00
3. Each new Class 3 system	\$495.00
Fire Pumps	\$898.00
Type I Hood Suppression Systems	
1. Pre-engineered	\$234.00
2. Custom engineered	\$409.00
Fixed Pipe Fire Suppression	
1. Pre-engineered	\$248.00
2. Custom engineered	\$569.00

**Table 1-6
Additional Services**

1.	Inspections outside of normal business hours	\$ 75.00/hr ¹
2.	Reinspection fee	\$ 75.00/hr
	Reinspection fees double accumulatively when work requiring reinspection is not corrected prior to request for reinspection. (2 nd reinspection = \$150.00; 3 rd reinspection = 300.00 etc.)	
3.	Expired permit renewal within 1 year of expiration	One-half (50%) of the original permit fee.
4.	Inspections for which no fee is specifically indicated	\$ 75.00/hr
5.	Fire Code Operational Permit Inspection	\$ 75.00/hr
6.	Additional plan review required by changes, additions or revisions to approved plans (per hour - minimum charge one-half hour)	\$ 75.00/hr
7.	Temporary Certificate of Occupancy	\$ 236.00
8.	Certificate of Occupancy for change in use	\$ 75.00/hr
9.	Adult Family Home licensing inspection	\$ 75.00/hr
10.	Investigation fee for work without a permit	100% of the permit fee in addition to the permit fee.
11.	Expedited plan review by third party contract	Actual Cost but not less than 65% of the permit fee.
12.	Incident management and investigation	\$ 75.00/hr ¹
13.	Fire flow test	\$130.00
14.	Appeal of directors decision to BCAB	\$130.00

¹ A two hour minimum fee will be charged for all additional services involving employee overtime.

**Table 1-7
Fire Code Operational and Construction Permit Fees**

Operation	Fee
Aerosol Products	\$ 66.00
Amusement Buildings	\$ 66.00
Aviation Facilities	\$130.00
Carnivals and fairs	\$ 66.00
Battery systems	\$130.00
Cellulose nitrate film	\$ 66.00
Combustible dust producing operations	\$ 66.00
Combustible fibers	\$ 66.00
Compressed gases	\$ 66.00
Exception: Vehicles using CG as a fuel for propulsion See IFC T. 105.6.9 for permit amounts	
Covered mall buildings - Required for: placement of retail fixtures and displays, concession equipment, displays of highly combustible goods and similar items in the mall; display of liquid or gas fired equipment in the mall; use of open flame or flame producing equipment in the mall.	\$ 66.00
Cryogenic fluids	\$ 66.00
Exception: Vehicles using cryogenic fluids as a fuel for propulsion or for refrigerating the lading. See IFC Table. 105.6.10 for permit amounts	
Dry cleaning plants	\$ 66.00
Exhibits and trade shows	\$ 66.00
Explosives	\$198.00
Fire hydrants and valves	\$ 66.00
Exception: Authorized employees of the water company or fire department.	
Flammable and combustible liquids	\$132.00
In accordance with IFC 105.6.16	
Floor finishing	\$ 66.00
In excess of 350 sq. ft. using Class I or Class II liquids	
Fruit and crop ripening	\$ 66.00
Using ethylene gas	
Fumigation and thermal insecticidal fogging	\$ 66.00
Hazardous materials	\$ 66.00
See IFC T. 105.6.20 for permit amounts	
HPM facilities	\$132.00
High piled storage	\$132.00
In excess of 500 sq. ft.	

**Table 1-7
Fire Code Operational and Construction Permit Fees - cont.**

Hot work operations	\$ 66.00
In accordance with IFC 105.6.23	
Industrial ovens	\$ 66.00
Lumber yards and woodworking plants	\$ 66.00
Liquid or gas fueled vehicles or equipment	\$ 66.00
In assembly buildings	
LP Gas	\$132.00
Exception: 500 gal or less water capacity container serving group R-3 dwelling	
Magnesium working	\$ 66.00
Miscellaneous combustible storage	\$ 66.00
In accordance with IFC 105.6.29	
Open burning	\$ 66.00
Exception: Recreational fires	
Open flames and torches	\$ 66.00
Open flames and candles	\$ 66.00
Organic coatings	\$ 66.00
Places of assembly	\$ 66.00
Private fire hydrants	\$ 66.00
Pyrotechnic special effects material	\$ 66.00
Pyroxylin plastics	\$ 66.00
Refrigeration equipment	\$ 66.00
Regulated under IFC Ch. 6	
Repair garages and motor fuel dispensing facilities	\$ 66.00
Rooftop heliports	\$ 66.00
Spraying or dipping	\$ 66.00
Using materials regulated under IFC Chapter 24	
Storage of scrap tires and tire byproducts	\$ 66.00
Temporary membrane structures, tents and canopies	\$ 66.00
Except as provided in IFC 105.6.43	
Tire re-building plants	\$ 66.00
Waste handling	\$ 66.00
Wood products	\$ 66.00

Required Construction Permits

Automatic fire extinguishing systems	Ref. Table 1-5
Battery systems	\$132.00
Compressed gases except as provided under IFC 105.7.23	Ref. Table 1-3
Cryogenic fluids	\$132.00
Emergency responder radio coverage system	Ref. Table 1-1
Fire alarm and detection systems and related equipment	Ref. Table 1-5
Fire pumps and related equipment	Ref. Table 1-5
Flammable and combustible liquids - in accordance with IFC 105.7.58	\$132.00
Hazardous materials	\$132.00
Industrial ovens regulated under IFC Chapter 30	\$132.00
LP Gas - installation or modification of LP gas system	Ref. Table 1-4

Private fire hydrants - installation or modification of private fire hydrants	Ref. Table 1-5
Solar photovoltaic power systems	Ref. Table 1-1
Spraying or dipping - installation or modification of a spray room, dip tank, or booth	\$132.00
Standpipe system	Ref. Table 1-4
Temporary membrane structures tents and canopies Except as provided under IFC 105.7.16	Included in Op. Permit Fee

Any required Fire Code Construction Permit for which a fee is not specifically delineated shall utilize Table 1-1 to calculate the required fee.

Harbor Hill Drive Staff Report

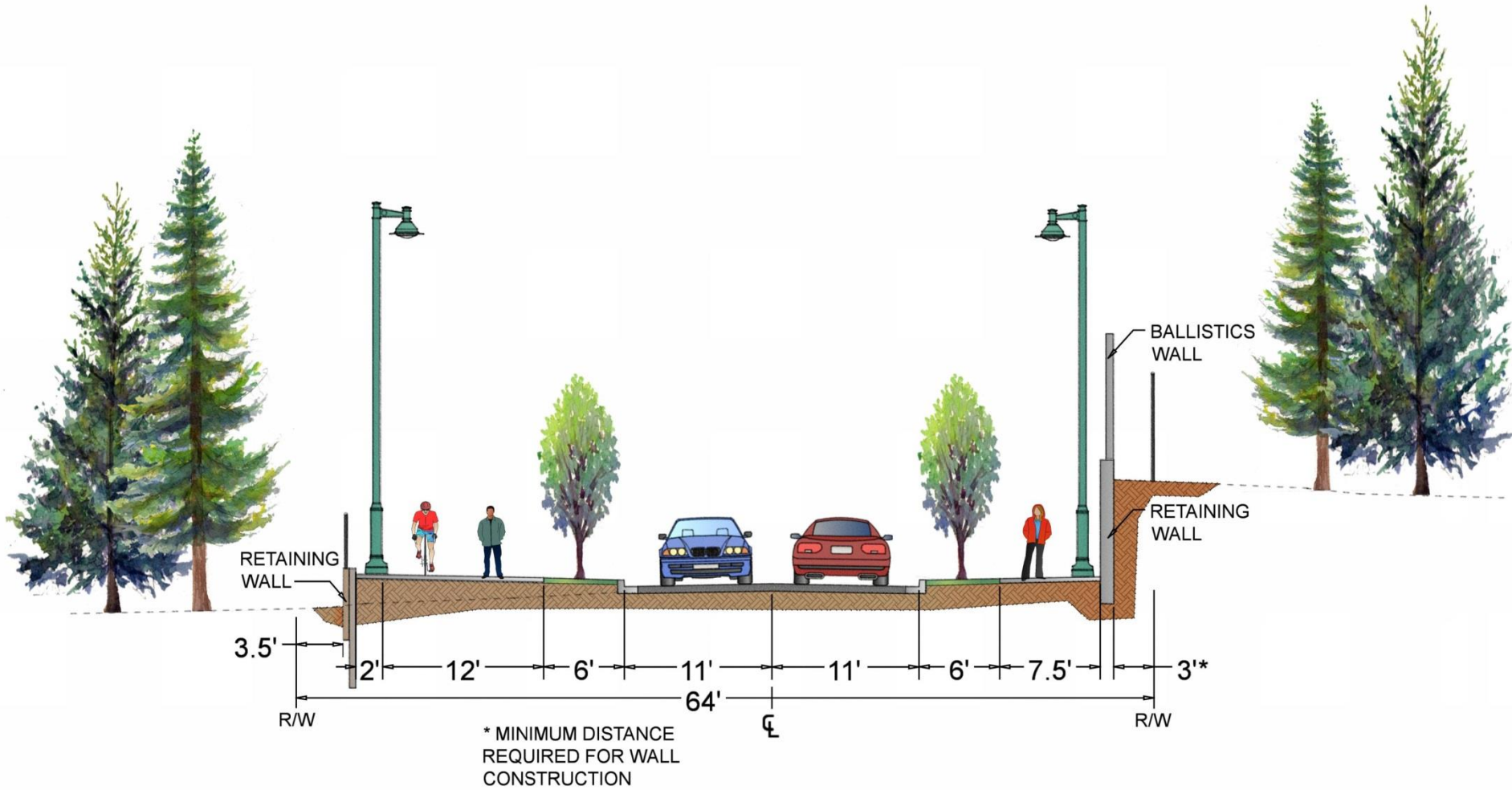
Agenda Items

- **Roadway Section**
 - Bike lanes vs. Shared-use paths.
 - Council Preference.
- **Variances**
 - Roadway Section (PW Standard Detail 2-01).
 - Roadway Grade (PW Standard 2B.020).
- **Burnham Drive Sidewalks**
 - Council Preference.

Roadway Section Options

- Current Proposed 60% Design
 - 1 shared use path/no on street bike lanes.
- Option 1
 - 1 shared use path/two on street bike lanes.
- Option 2
 - 2 wide shared use paths.

60% Design





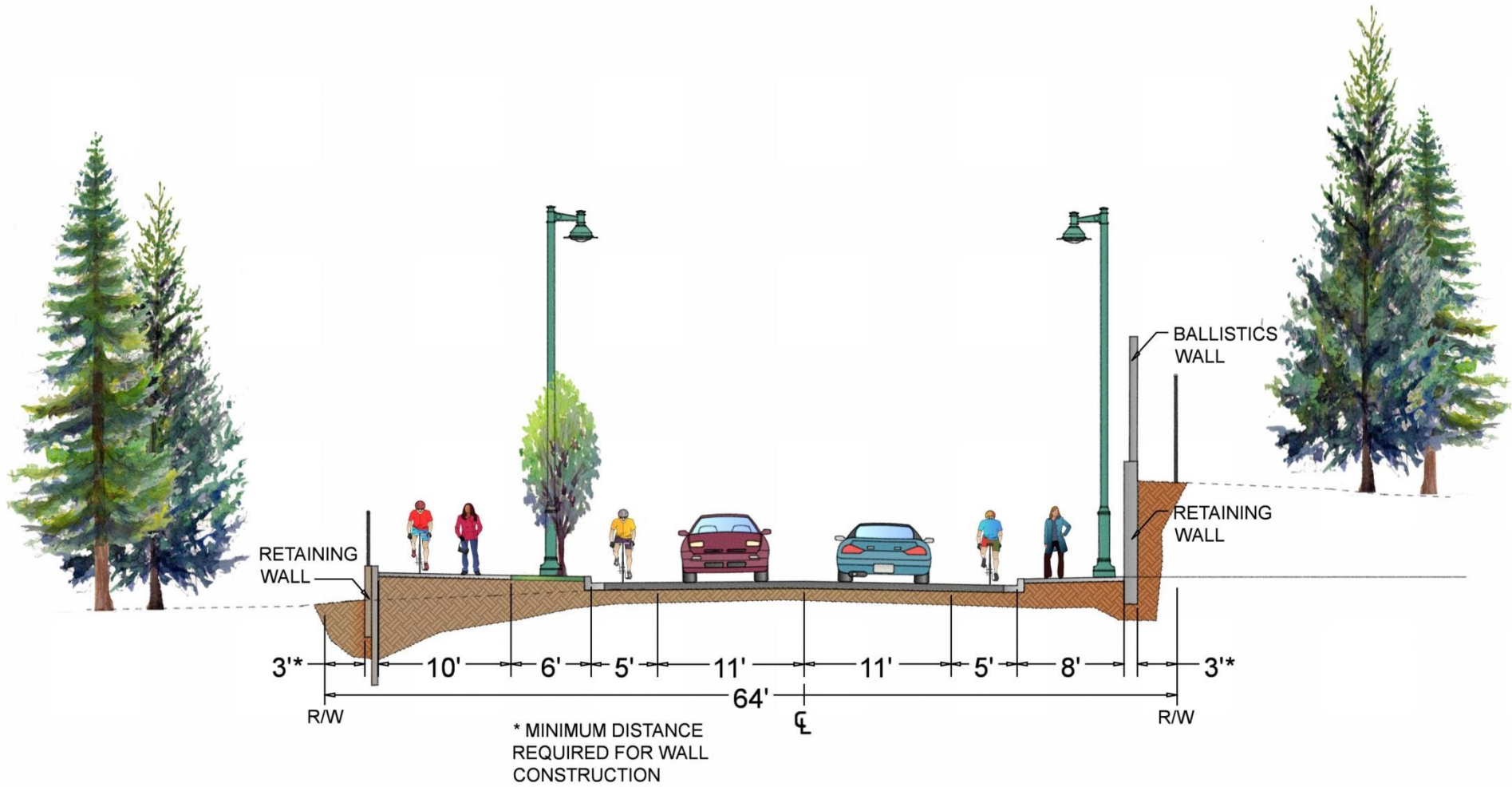
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11.0'

13.6'

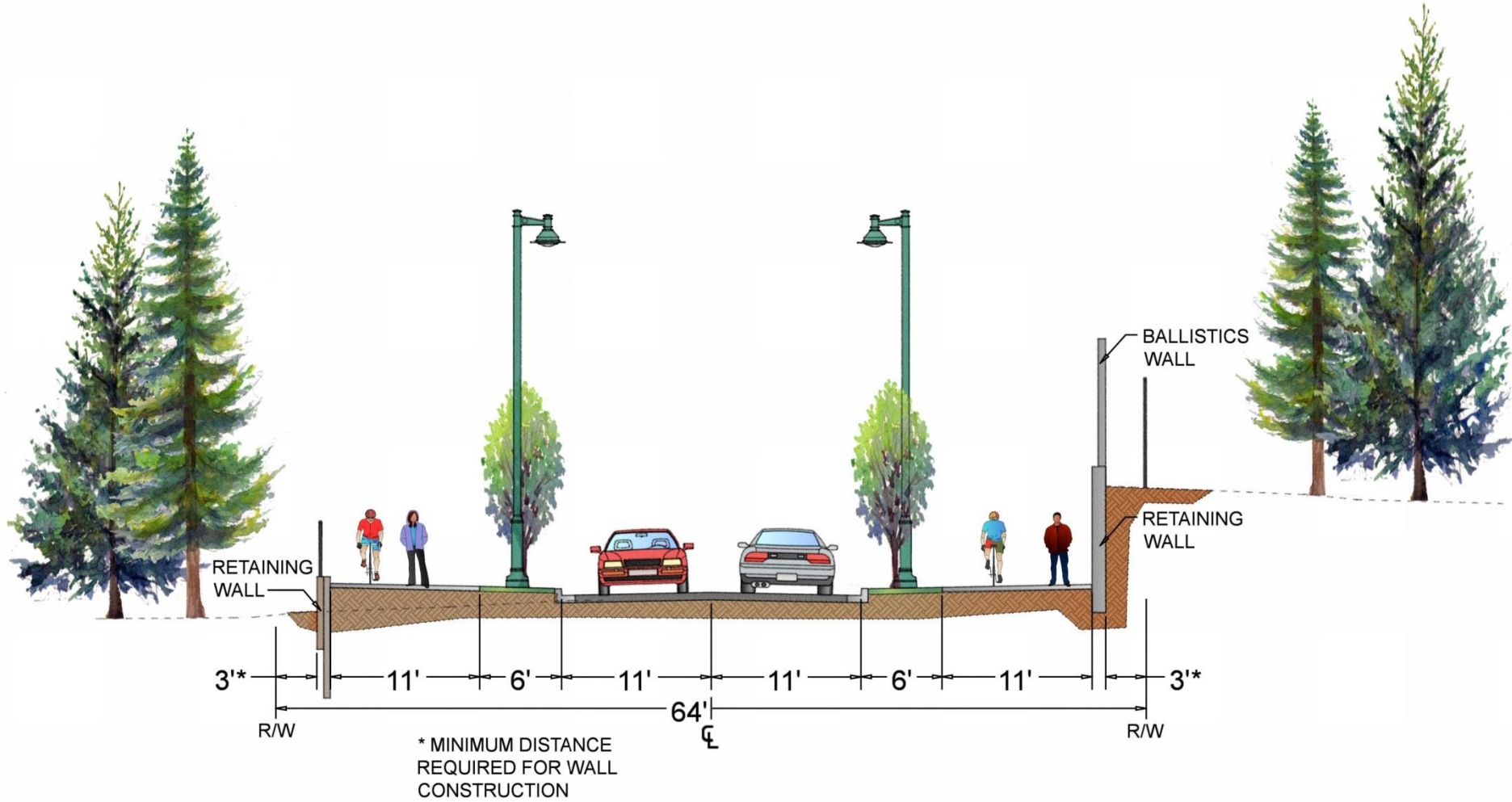
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Option 1





Option 2



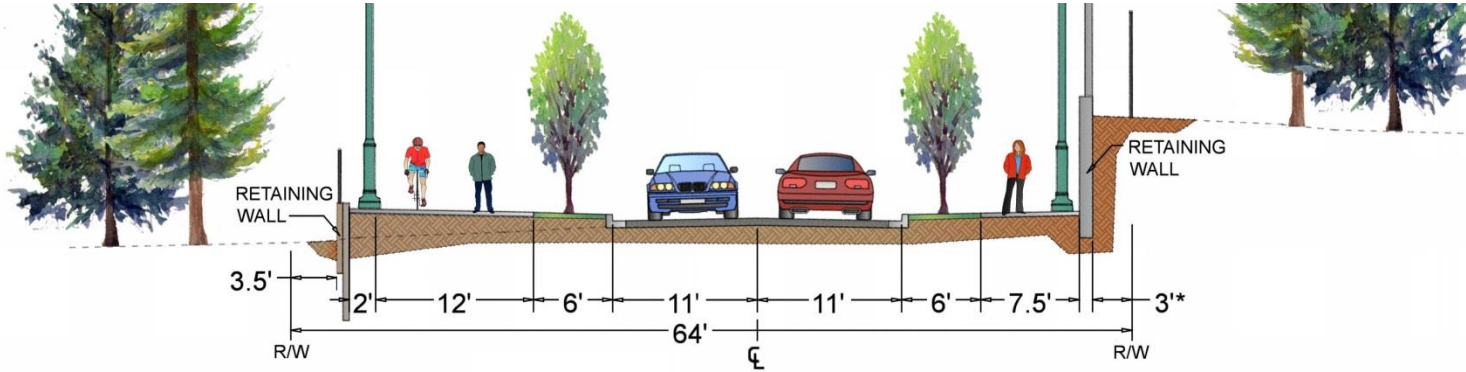


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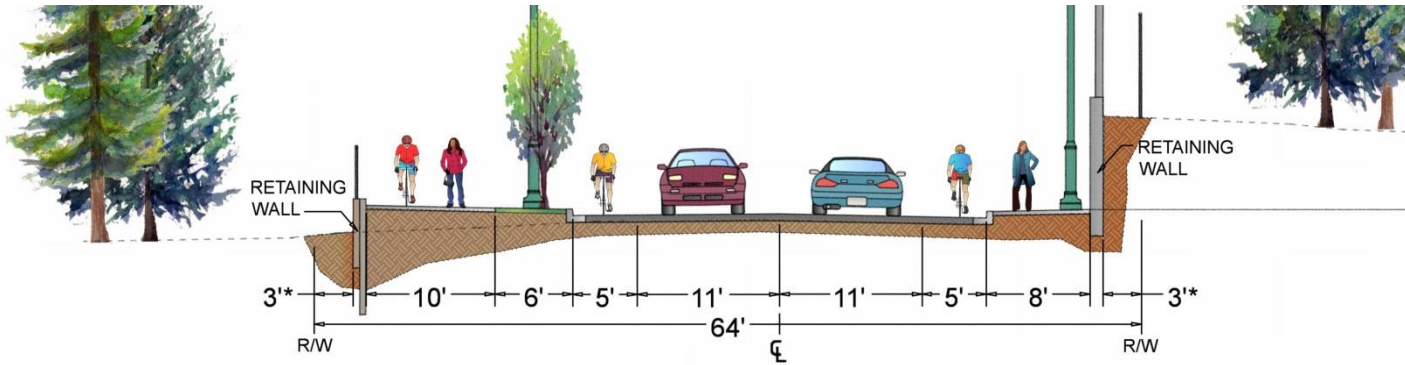
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13.6'

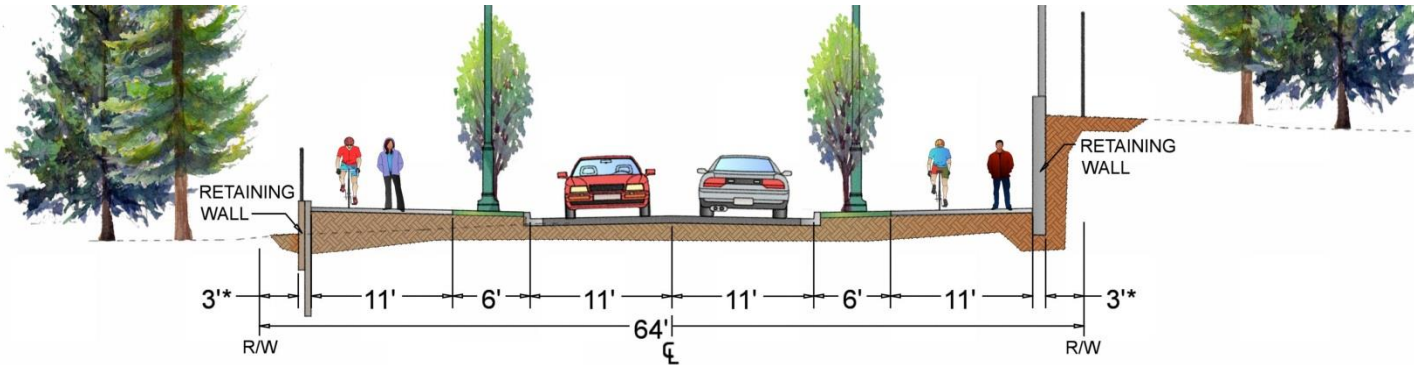
8.5'



60% Design

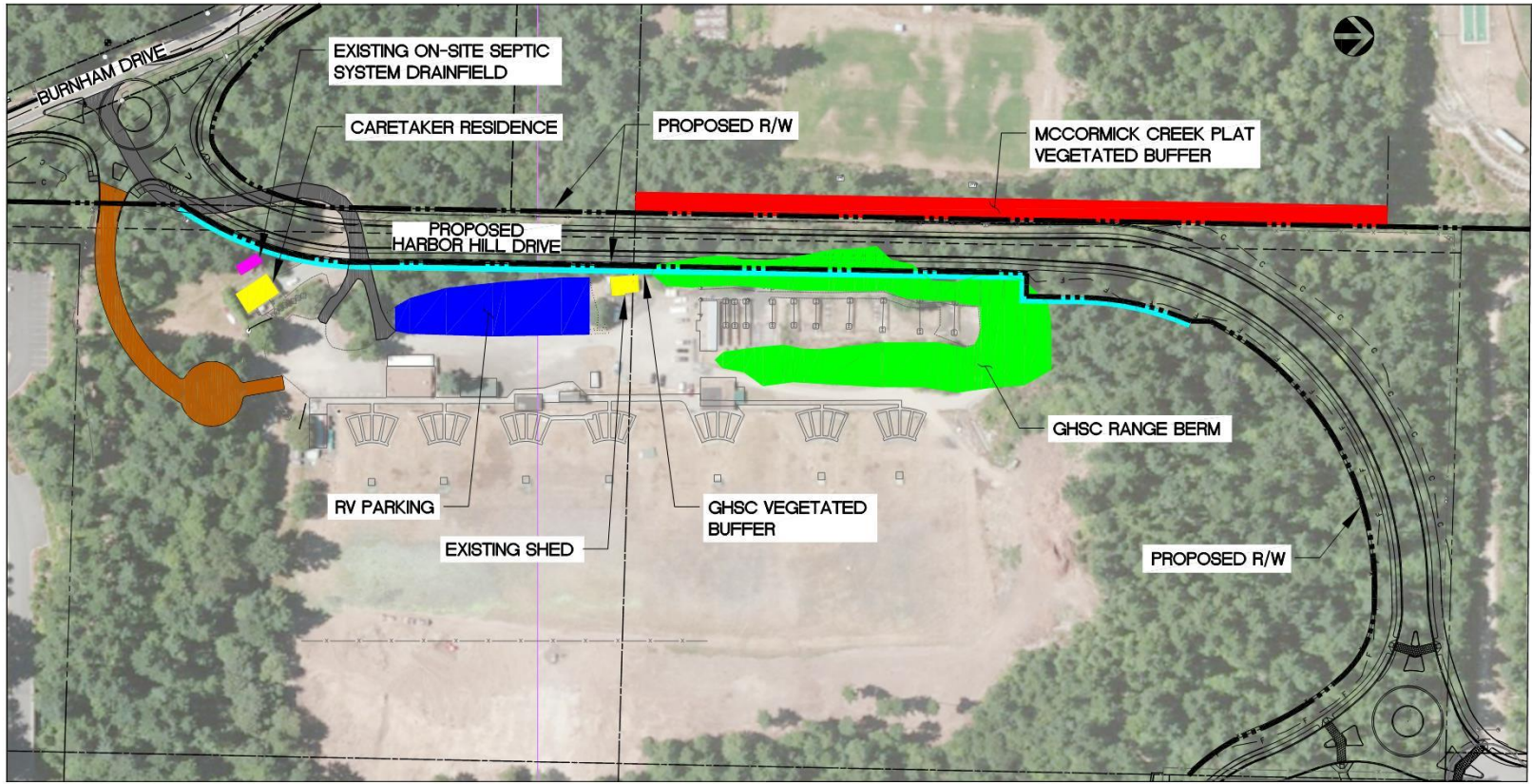


Option 1



Option 2

Constrained Right-of-Way



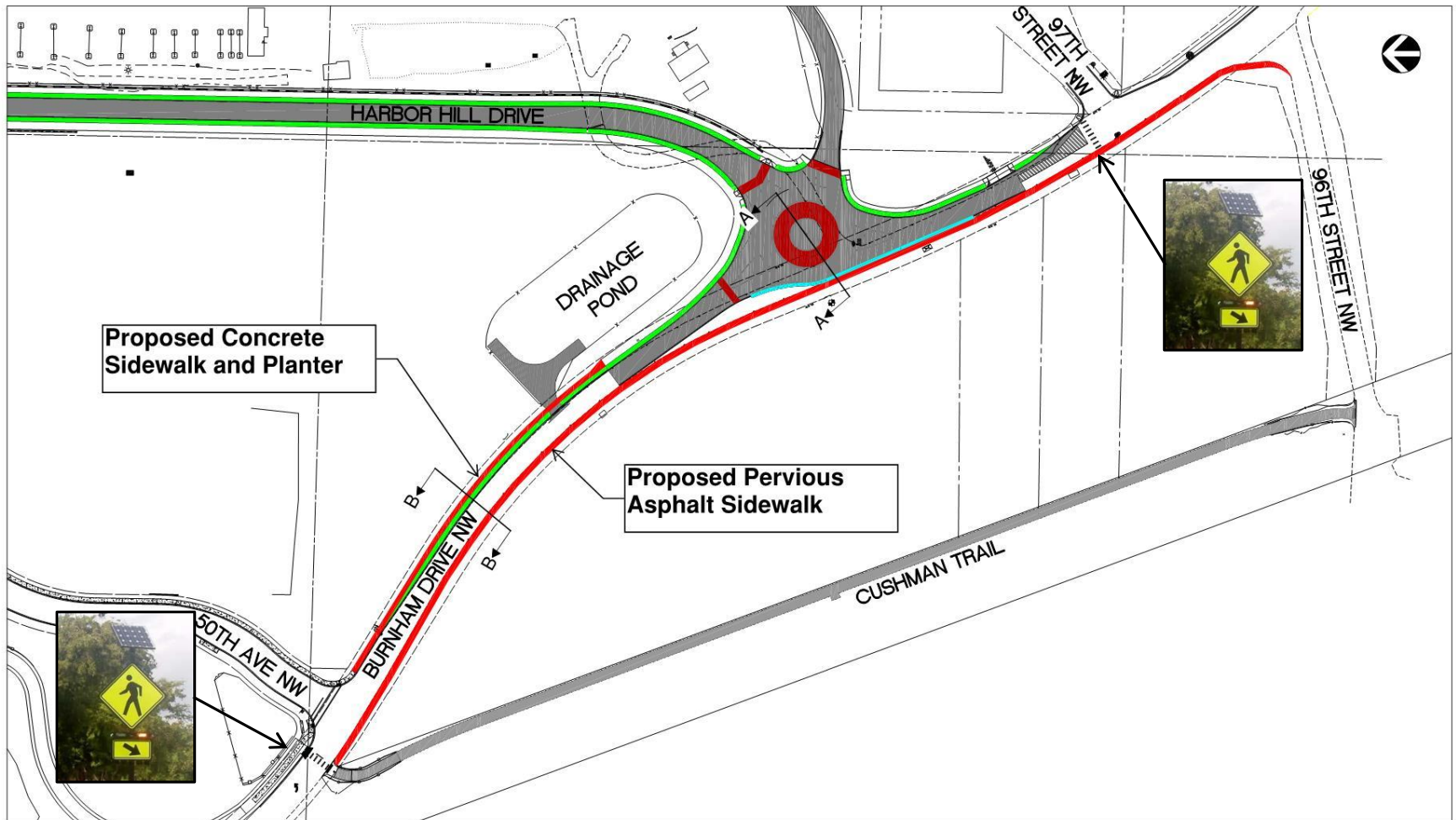
Variations

- Designated Minor Arterial.
- Existing Harbour Hill Roadway Section
 - 1-lane each direction.
 - Center turn lane.
 - 68' Right-of-way. 3-12 ft lanes, 2-5.5 Planters, 2-shared use pathways, 1 ft curbs.
- Harbour Hill Drive Proposed.
 - 1-lane each direction.
 - No turn lane.
 - 64'-82' Right-of-Way.
 - Superior bike and pedestrian environment.
 - Minimized footprint – Less Impervious pavement.

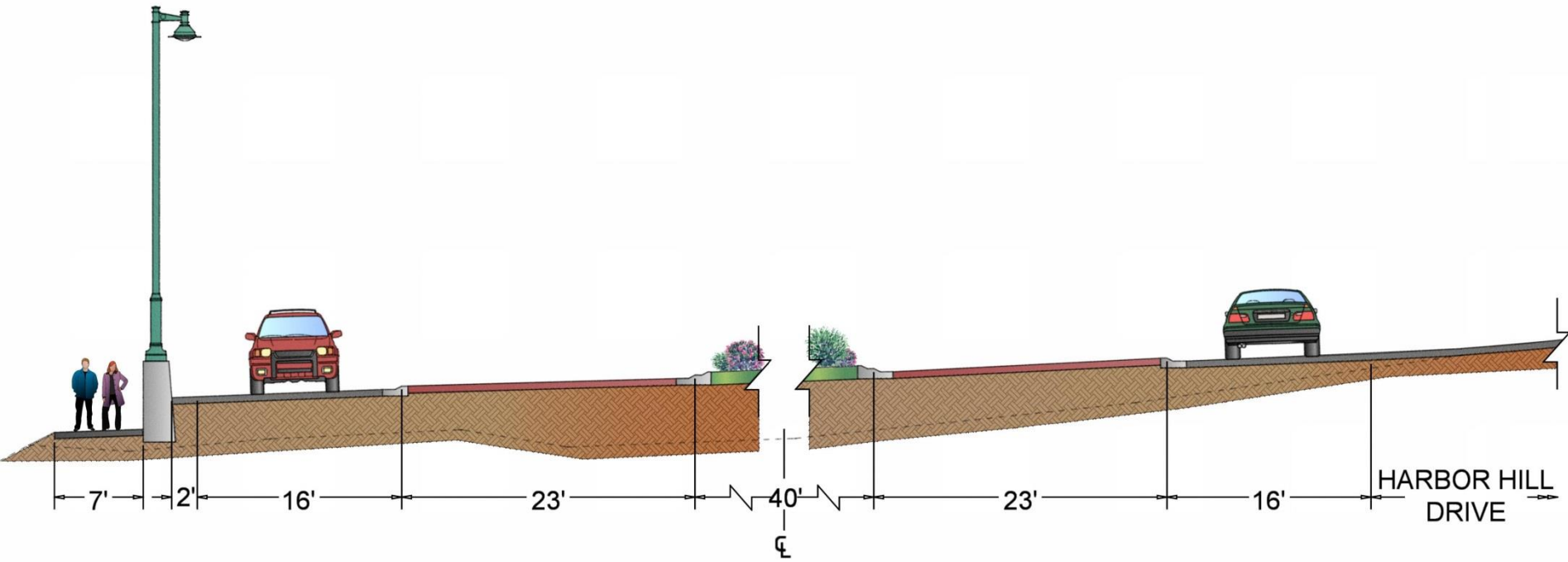
Variances

- Roadway Cross Section
 - Constrained Right-of-Way.
 - LOS A (375 PM Peak – 2030 Design Year).
 - No Driveway Access.
- Roadway Grade
 - Arterial – 8%.
 - Major Collector – 10%.
 - Harbor Hill Drive Proposed – 8.4%. Same as Borgen.

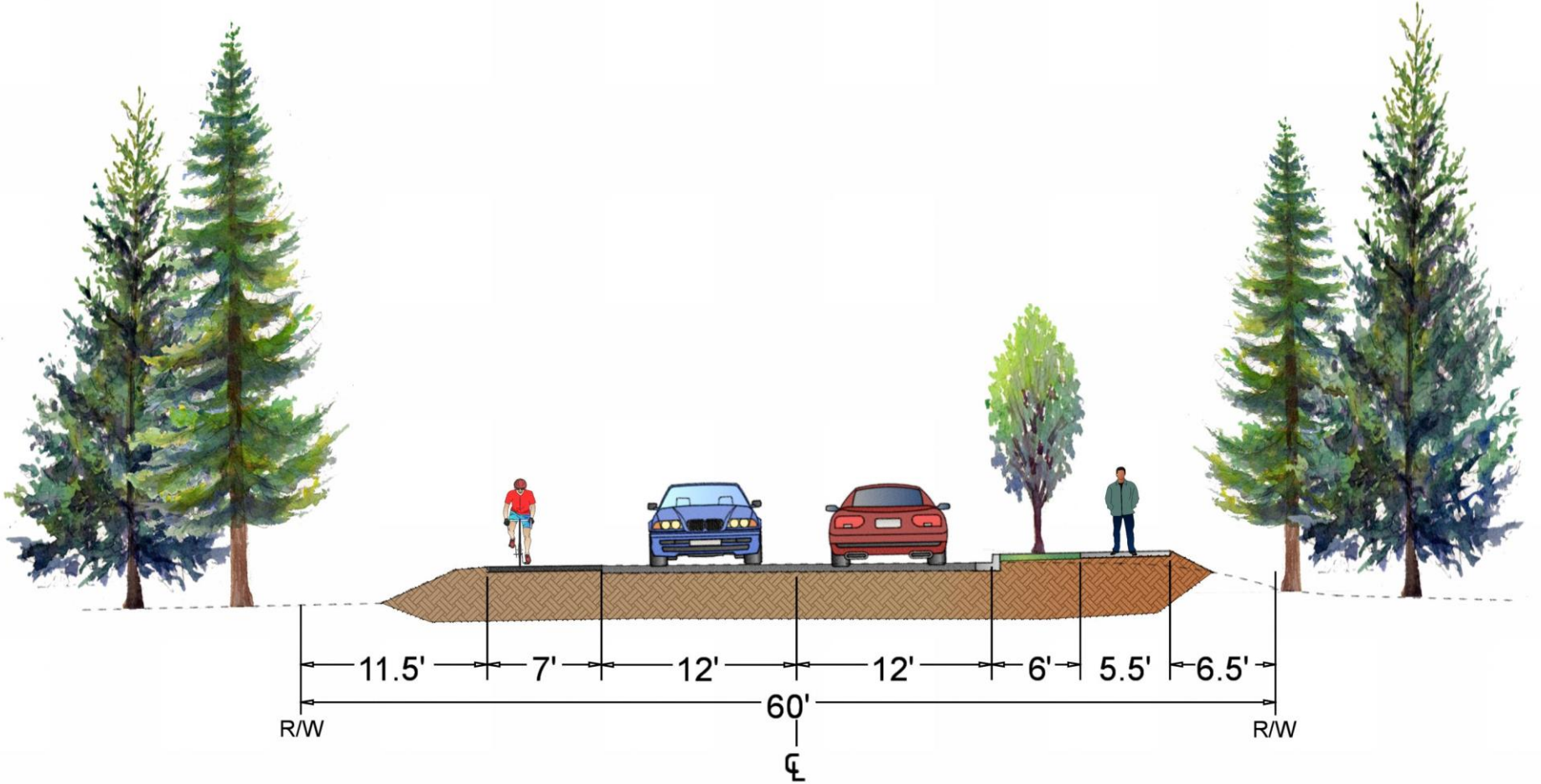
Burnham Drive Sidewalks



Section A



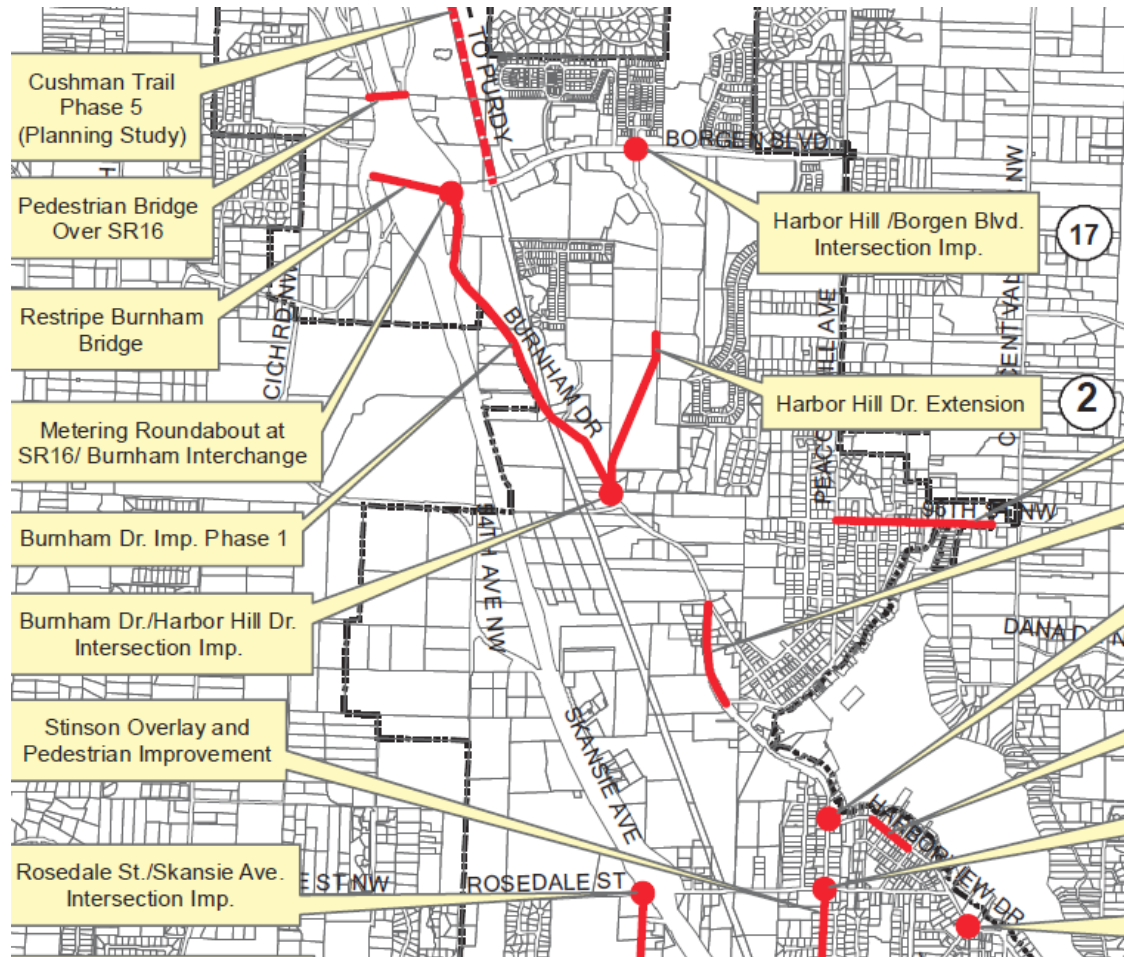
Section B



Burnham Drive Sidewalks

- East Side – Concrete walk with planter strip.
 - Cost
 - Design - \$11,500.
 - Construction - \$115,000.
 - Includes street trees and lighting.
 - Schedule Impact – No impact.
- West side – Pervious asphalt.
 - Cost.
 - Design/Survey/Permitting - \$32,000.
 - Construction - \$150,000.
 - Schedule Impact – 5 month permitting delay.

6 Year Transportation Improvement Plan



Project Milestones

	Original Schedule	Current Schedule (Assumes 12/12 Decision)	Extended 5 Month Schedule Impacts
Design Complete	12/23/16	3/1/17	8/1/17
Advertise	1/10/17	3/16/17	8/16/17
Begin Construction	3/27/17	5/31/17	10/31/17
Complete Construction	Fall 2018	End 2018	Summer 2019

END OF PRESENTATION

2B.020 Design Standards

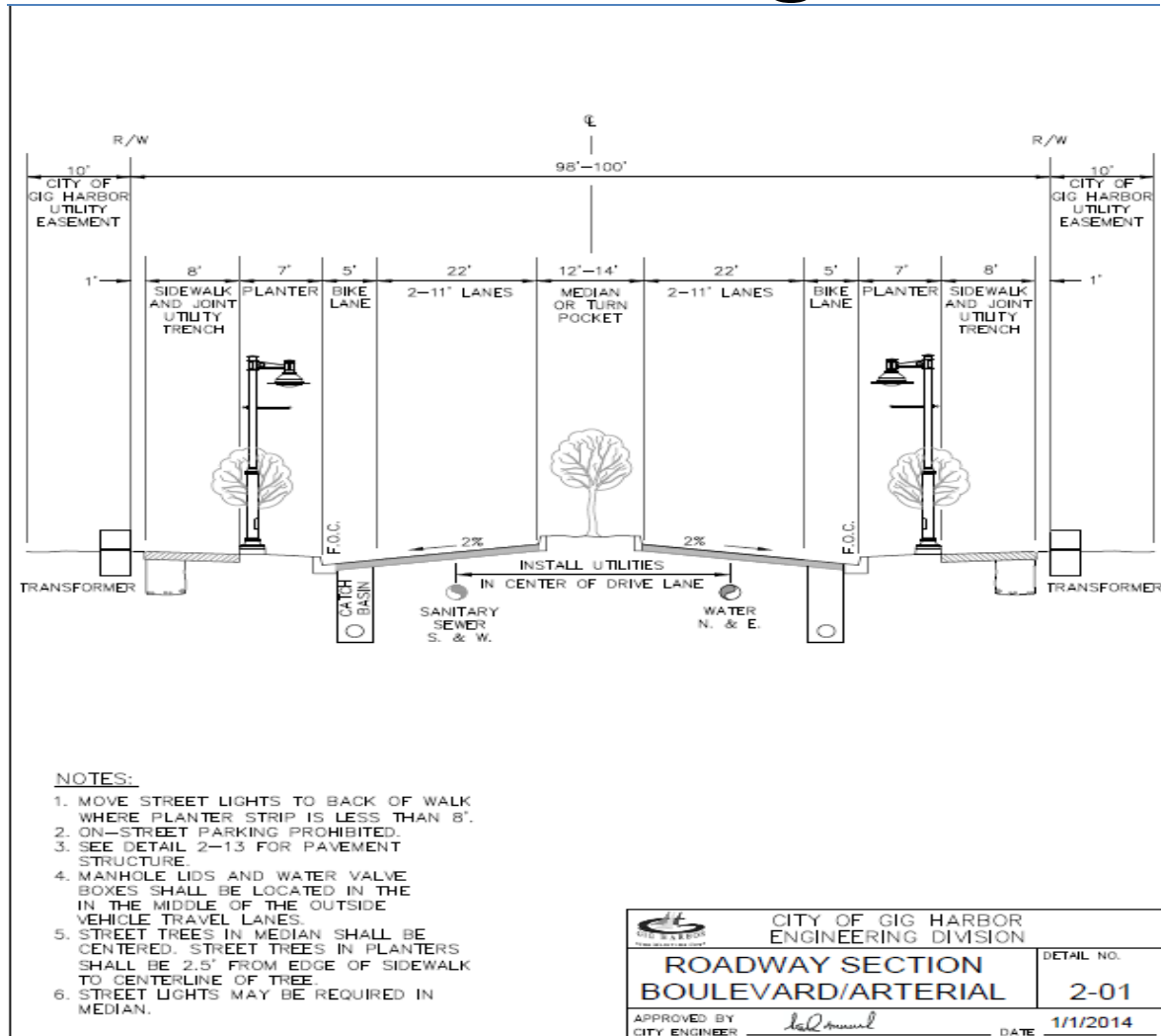
The design of roadways shall depend upon their functional classification and usage. The design elements of city roadways shall conform to City Standards as set forth herein and current design practice as set forth in Section 1.010. Standard design cross-sections and structures are shown in the details at the end of this section. Alternate structural sections may be used based on the criteria outlines in Section 2B.160. Safety shall be paramount in any roadway design.

Federally classified roadways on the National Highway System shall meet the design standards required for those roadways. Any modification to those standards shall comply with the deviation process as established by the WSDOT Local Agency Guidelines Manual. Deviations require justification with safety being the prime consideration.

The layout of roadways shall be based on their functional requirements, i.e., the grouping of roadways based on the service they provide. See section 2B.025 for Access Management criteria and 2B.030 for Functional Classification applications. See the Minimum Roadway Design Standards table, Figure 2.1, for design criteria.

The layout of roadways shall provide for the continuation of existing principal roadways in adjoining subdivisions or their proper projection when adjoining property is not subdivided. Minor roadways, which serve primarily to provide access to abutting property, shall be designed to discourage through traffic.

PW Standards Figure 2.1





Public Works Standards Variance

Gig Harbor Municipal Code

In accordance with the City of Gig Harbor Ordinance No. 832, as adopted under Gig Harbor Municipal Code 12.16.010, the City Engineer may approve a variance from strict compliance with the Public Works Standards presenting a hardship to a property owner, such as properties involving unique topographic or site constraints if the variance will not amount to a special privilege and the City's standards for safety, function, appearance and economic maintenance are satisfied. Variances may be granted by the City Engineer if the applicant demonstrates substantial evidence that all of the five criteria for approval have been satisfied. The five criteria that the applicant must satisfy are as follows:

1. Strict compliance with the public works standards is undesirable or impractical because of impracticality or undesirable conditions; and
2. The proposed variation is functionally equivalent to and is consistent with the intent of the Public Works Standards, and/or provides compensating benefit to the City and the public; and
3. The proposed variation is based on sound engineering judgment; and
4. The proposed variation has not been made necessary by the actions of the applicant or property owner; and
5. Safety, function, appearance and economical maintenance requirements are met with the proposed variation.

It is the burden of the applicant to demonstrate compliance with all of the above criteria. Should any one or more criteria not be satisfied, the variance will be denied. Multiple requests for variances must be individually submitted to the City.

Submittal Requirements

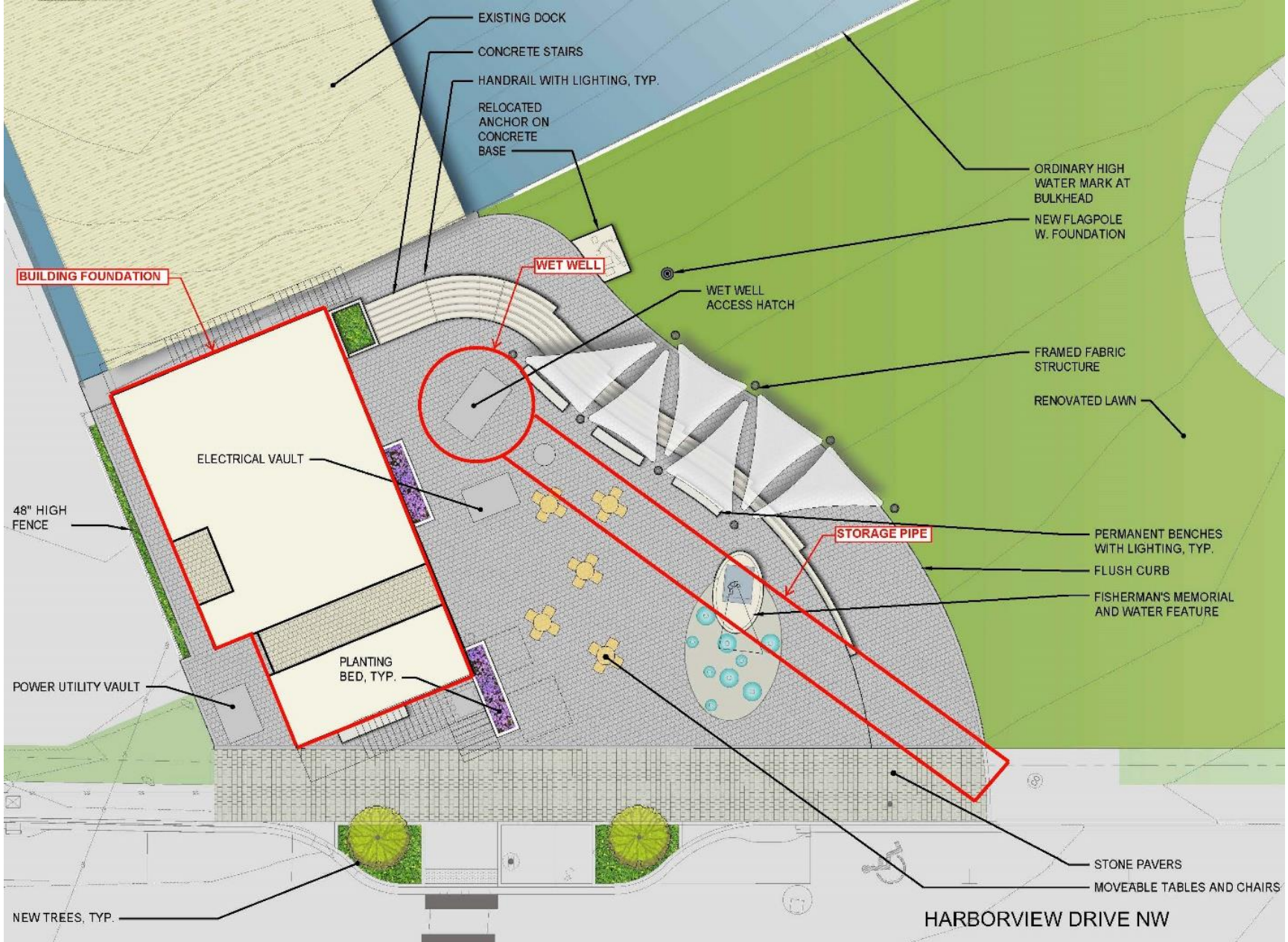
A formal letter must be submitted to the City Engineer requesting a Public Works Standards variance. The letter shall be stamped and signed by the Engineer of Record. It also must include each of the five criteria as stated above followed by supporting arguments for each. Additionally, the following must be submitted as a packet with the letter, labeled as Exhibits:

- 11"x17" site plan
- The Public Works Standard detail from which relief is being requested.
- A revised detail depicting the new configuration.
- Any additional information and/or schematics used in support of the arguments
- Payment of \$1,330.00 processing fee.

Final Decision

The City Engineer shall issue his findings and conclusions on the variance in writing, and will then provide a copy to the applicant as well as the all persons requesting notification. If the application does

Welcome Plaza & Lift Sta #4B Construction Update





WET WELL EXCAVATION



WET WELL INSTALLATION



STORAGE PIPE EXCAVATION



STORAGE PIPE INSTALLATION



REBAR PLACEMENT FOR BUILDING FOUNDATION



POURED BUILDING FOUNDATION



RECLAIMED CEDAR SIDING